

CITY OF YUBA CITY  
STAFF REPORT

**Date:** January 21, 2020  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation By:** Benjamin Moody, Director of Development Services

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**Summary:**

**Subject:** The Bogue-Stewart Master Plan (Master Plan): This includes General Plan Amendment 14-05, Specific Plan Amendment 16-05 (adopting the Master Plan), the Public Facilities Finance Plan, Preannexation Zoning 14-04, and the Environmental Impact Report.

**Recommendation:** Adopt an Ordinance approving Preannexation Zoning (RZ) 14-04, and waive the second reading.

**Fiscal Impact:** The costs for processing the land use entitlements is funded by the project applicants. The development of the project will be subject to the payment of development impact fees that will pay for future infrastructure expansion costs related to developing the Master Plan area, as well as building permit fees that pay the City's expenses for ensuring building code compliance.

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**Purpose:**

The Bogue-Stewart Master Plan is intended to provide for the orderly and systematic development of the 741-acre Bogue Road – Stewart Road area. This would be a new planning area for the City to grow.

The proposed Master Plan, which functions and will be adopted as a specific plan, combines elements from the City's General Plan and Zoning Regulations that would establish the regulatory structure to guide development. The proposed Master Plan would provide for the development of a planned community of residential, commercial, office/business park and recreational sites and other public facilities. In addition to creating this new Master Plan, and its associated Public Facilities Financing Plan, this report also addresses a General Plan Amendment and Preannexation Zoning for the entire Master Plan area, as well as an Environmental Impact Report prepared for the projects, as required by the California Environmental Quality Act (CEQA).

Since the Master Plan area is outside of the 2004 General Plan boundary, the General Plan Land Use Element and Circulation Elements must be expanded, and other General Plan Elements amended by reference. The Preannexation Zoning will expand the Citywide zoning to be consistent with the General Plan Amendment and Master Plan.

The Master Plan would provide direction for land use and community design, transportation, utilities, public services and implementation. The Master Plan regulates land uses, development standards, and design guidelines. The Master Plan also provides preliminary design criteria for infrastructure including all modes of transportation, water distribution, wastewater collection facilities, stormwater drainage, parks and open space, and other public services. The Master Plan considered all of these improvements in relation to existing neighborhoods that adjoin the Master Plan area.

*As this staff report is a summary of the items being considered, a copy of the staff report to the Planning Commission is attached to this staff report.*

### **Background:**

Following the adoption of Yuba City's new General Plan in 2004, the City Council noted that the General Plan provided the longer-term vision for the City, but, as the name implies, was too broad-based to assure the detail needed in planning the City's growth. The City Council expressed that new development:

- Fully implement the new General Plan.
- Services should be properly planned and efficiently provided; and
- New development should be of expected quality and be compatible with existing development.

The 2004 General Plan addresses the long-term community vision - how the City should look in 20 or 30 years in regard to its image and character, and how resources and infrastructure should be most efficiently utilized. This vision led to a need to prepare more detailed plans to adequately address how desired outcomes will be achieved through new development. In short, Specific Plans and Master Plans are utilized to help guide development and implement the City's long-term vision for a defined area within the City.

As part of the implementation of the General Plan, in 2005 the City Council adopted a resolution establishing growth policies related to future development within Yuba City's SOI. More specifically, this resolution requires that, prior to annexation into the City and review of individual development projects, a Specific Plan or Master Plan be prepared for each of the expected growth areas. This Master Plan reflects that policy.

The Bogue Stewart Master Plan, General Plan Amendment and Project EIR were approved by City Council at the December 17, 2019 meeting. Preannexation Zoning 14-04 was also introduced at the meeting.

### **Planning Commission Action on November 13, 2019:**

On November 13, 2019, the Planning Commission considered the proposed Master Plan, including all of the items listed above. At the hearing, the Commission heard considerable testimony from the public, and the Commission posed numerous questions regarding various concerns about the project. Comments from the public primarily revolved around increases in traffic in south Yuba City that would be generated by build-out of this Master Plan. Specifically, concerns were voiced over increases in traffic to Bogue Road and Stewart Road (addressed further in 'Staff Comments' below). Also, as a result of the testimony the Commission revised the Bogue Road cross section near Railroad Avenue to add a sidewalk on the south side of Bogue Road.



By a vote of 7 to 0, the Planning Commission recommended that the City Council certify the Environmental Impact Report prepared for the Master Plan and approval of the General Plan Amendment, Bogue-Stewart Master Plan, including the errata sheet that is included in this packet and a modification to require certain sidewalks, and the preannexation zoning.

In separate but related actions the Commission also contingently approved the Newkom Ranch and Kells East Ranch Subdivisions. The contingencies are that the City Council approve the GPA, Master Plan and RZ, and that Sutter LAFCo approves the Sphere of Influence amendment and annexation of the subdivisions into the City. The Planning Commission also recommended approval of development agreements for the territory encompassed by these subdivisions, which will also be separately presented to the City Council.

### **General Plan Designation:**

#### Sutter County:

Existing: In the Sutter County General Plan there are 472 acres designated as Agriculture (20-acre minimum), 260 acres designated as Estate Residential, 6.7 acres designated as Low Density Residential, and 1.5 acres designated Industrial.

#### Yuba City:

Existing: None

Proposed: Land use designations were applied that reflects the designations in the Master Plan.

### **Zoning Classification:**

#### Sutter County:

Existing: Agriculture (AG-20), Estate Residential (ER), Single-Family Residential (R-1), and Light Industrial (M-1).

#### Yuba City:

*Existing:* None

*Proposed:* Preannexation zoning is recommended that reflects the designations in the Master Plan.

### **Bordering Information:**

Private properties and uses surrounding the Master Plan area were considered when the Master Plan land use pattern was developed. Most of the north side of the Master Plan area is bound by Bogue Road, which in many places is the southern boundary of the City and the Yuba City Sphere of Influence. The area north of the Master Plan primarily consists of suburban type single-family residential development, much of which is within the City. The exception is the remaining unincorporated agricultural land located on the west side of SR 99, although it is planned for future urban growth.

The eastern boundary of the Master Plan area is the Feather River Levee. The south side borders Stewart Road, and properties on the south side of Stewart Road consist of agricultural land (orchards) and rural residential uses. The west side of the Master Plan boundary is South Walton Avenue which is generally bordered by agricultural uses.

Some areas bordering the Master Plan boundary remain in agricultural uses. In order to minimize the impact on these lands from urban growth, the Master Plan provides for implementation of the Sutter County/Yuba City adopted agricultural buffer policy. This policy provides distance, walls, and trees to separate the urban/agriculture interface, thus minimizing the impacts on neighboring farms and vice versa.

### **Environmental Determination:**

An Environmental Impact Report (EIR) was prepared for the Bogue-Stewart Master Plan and circulated through the State (Clearinghouse Number 2017012009). This EIR is written at two levels. For the Master Plan it is considered to be a “program” EIR. This is in reference to the Phase 3 areas of the Master Plan, where no projects are proposed at this time. In this case the EIR is written at a general level because the Master Plan only establishes a regulatory and policy framework for future development and does not describe or analyze any specific projects. As a result, future developments within Phase 3 of the Master Plan area will use this EIR as a basis of the analysis but must conduct their own project level environmental review.

The EIR is also a “project” EIR since the proposed subdivisions that are within the Master Plan, Newkom Ranch and Kells East Ranch, Phases 1 and 2, are actual development projects based on the new Master Plan. As such, the level of review for the two subdivisions is in much more detail. No further environmental review is needed for these subdivisions.

At the outset there were numerous potential significant environmental impacts that could result from development of the Master Plan. In the Final EIR there are approximately 40 mitigation measures, some of which contain additional subcomponents. With those mitigation measures, many of the potential significant impacts are reduced to less than significant. However, there still remain several potential significant impacts which could not be feasibly mitigated. A summary of the remaining significant impacts includes:

*Aesthetics, Light and Glare.* The transition from agriculture to urban and suburban uses could degrade the scenic vista and the existing visual character of the area. New lighting will increase light and glare and cumulatively degrade nighttime views.

*Agriculture.* The development of the Master Plan area would result in the loss of Important Farmland to non-agricultural uses. This is a significant and unavoidable impact.

*Air Quality.* Even with mitigation measures, the new construction of land uses, ongoing operational activities, and additional traffic generated by the new development associated with the Master Plan would generate criteria pollutant emissions that could substantially contribute to a potential violation of air quality standards or nonattainment conditions. This is a significant and unavoidable impact.

*Biological Resources.* Development in the Master Plan area could result in the loss of special-status plants and wildlife, protected trees and could result in cumulative impacts to heritage oak trees and other trees. This is a potentially significant impact.

*Cultural Resources.* Development in the Master Plan area could cause a substantial change in the significance of a historical architectural resource.

*Transportation and Traffic.* Development in the Master Plan area, in combination with other

development would cause cumulatively significant Level of Service (LOS) reductions related traffic impacts at intersections maintained by Caltrans (State Route 99).

Because there are significant and unavoidable environmental impacts associated with this Master Plan and its associated entitlements, approval of the Master Plan must be preceded by Findings of Fact and Statement of Overriding Considerations that there are economic, legal, social, technological or other benefits associated with the project that outweigh the unavoidable adverse environmental impacts. Those findings are included as part of the Resolution certifying the EIR, and all of the findings are supported by substantial evidence in the record.

### **Staff Comments:**

#### ***Traffic and Circulation:***

The majority of the public testimony centered on the additional traffic that will be generated by the project. The traffic study concludes that the Master Plan, at build-out, which would be many years away, will generate an additional net 52,600 daily vehicle trips. This translates to an additional 223,000 vehicle miles traveled daily, which would be an estimated 4.5 percent of all the City traffic at that time.

There was, however a very detailed traffic analysis prepared for the project. The traffic study evaluated all intersections on SR 99 between SR-20 (Colusa Avenue) in the north and Barry Road in the south, as well as studying many City controlled intersections on either side of SR 99. The traffic study concludes, that with all of the street improvements that are proposed for the Master Plan area, City streets will remain within acceptable levels of service, which is most often Level of Service (LOS) D or better. To accommodate this, the Master Plan provides for a significant expansion of traffic capacity within the Master Plan area and its vicinity. Bogue Road will become four lanes with signals at the new Gilsizer Way, Phillips Road and Railroad Avenue. SR 99/Bogue Road signalized intersection will be expanded, and a new signal will be added at SR 99/Stewart Road. South Walton Avenue and Stewart Road will be widened to three lanes, and other new two-lane collector streets will be added within the Master Plan area. The study also anticipates that SR 99 between Lincoln and Bogue will be widened to six lanes by that time.

All of the new streets and extended and/or expanded existing streets will be constructed in phases as the Master Plan is built-out over many years. Per the traffic study prepared for the project, the expansion of the circulation network being completed in conjunction with the phasing of development will keep City streets within acceptable levels of service. On a negative note, SR 99, on a cumulative basis, may drop to a LOS of F, which would be a significant impact. This is because there are at this time no funding sources to widen the highway to its proposed six lanes.

#### ***Errata Sheet:***

There is an Errata Sheet provided that makes suggested changes to the Master Plan document that was provided to the Planning Commission and City Council. As the drafting of the Master Plan has been an ongoing process, the Errata Sheet makes suggested changes that were made after the printing of the initial Master Plan document. A revision recommended by the Commission is also included in the Errata Sheet. That is the addition of a sidewalk on a portion of Bogue Road near Railroad Avenue.

**Recommended Action:**

Adopt an ordinance approving Preannexation Zoning (RZ) 14-04, and waive the second reading.

**Alternatives:**

1. Provide staff with further direction to revise the Master Plan as deemed appropriate.
2. Deny the Master Plan proposal and associated entitlements. Should the project be denied the City would not expand south of Bogue Road.

**Attachments:**

- A. Zoning Ordinance (Rezoning 14-04).
- B. Planning Commission Staff Report

Prepared by:

*/s/ Brian Millar*

Brian Millar  
Planning Consultant

Submitted by:

*/s/ Michael Rock*

Michael Rock  
City Manager

Reviewed By:

Department Head

BM

Finance

SM

City Attorney

SLC by email

# ATTACHMENT A

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

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING PREANNEXATION ZONING CONSISTING OF VARIOUS ZONE DISTRICTS AND COMBINING ZONE DISTRICTS FOR THE APPROXIMATELY 741-ACRE BOGUE-STEWART MASTER PLAN AREA LOCATED IN SOUTH YUBA CITY**

**WHEREAS**, several property owners in the Bogue-Stewart area requested to be included into the Yuba City Sphere of Influence (“SOI”) for the purpose of annexing their properties into the City and developing their properties; and

**WHEREAS**, the City desires to ensure cohesive, integrated, and planned development of the Bogue-Stewart area through adoption of the Bogue-Stewart Master Plan (“BSMP” or “Master Plan”), a specific plan, for the region, which is generally bound by Bogue Road on the north, Stewart Road on the south, South Walton Avenue on the west and the Feather River Levee on the east; and

**WHEREAS**, the City has policies requiring that areas new to the City be required to prepare a specific plan or master plan prior to the properties being developed. In this case the Master Plan (Specific Plan Amendment (“SPA”) 16-05) was prepared for the 741-acre planning area; and

**WHEREAS**, as part of the Bogue-Stewart Master Plan process both an amendment to the Yuba City General Plan and Preannexation Zoning is required for the Master Plan area; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on November 13, 2019, to consider the BSMP (Specific Plan Amendment (SPA) 16-05) (including errata and Public Facilities Financing Plan), as well as the accompanying General Plan Amendment (GPA) 14-05, Preannexation Zoning (RZ) 14-04, and also considered the Environmental Impact Report (SCH #2017012009) (EIR) prepared for the BSMP project; and

**WHEREAS**, the Planning Commission reviewed and considered all of the information and testimony for the BSMP Environmental Impact Report, General Plan Amendment, Specific Plan Amendment, and Preannexation Zoning; and

**WHEREAS**, by a vote of 7-0 the Planning Commission adopted a Resolution recommending to the City Council approve GPA 14-05, SPA 16-05 (as clarified by the Errata), and RZ 14-04, as well as a Resolution recommending the City Council certify the EIR and take related action regarding the project; and

**WHEREAS**, the Planning Commission also found that the project would facilitate and guide growth in accordance with the General Plan, and is consistent with the General Plan goals and policies, any operative plan, or adopted policy; and

**WHEREAS**, the Planning Commission also found that the proposed project is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare, including that the project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements; and

**WHEREAS**, the City Council subsequently conducted a duly noticed public hearing at the City Council Chambers located at 1201 Civic Center Boulevard on the Master Plan, accompanying General Plan Amendment and Rezoning, as well as the EIR, on December 17, 2019; and

**WHEREAS**, in conjunction with the public hearing the City Council has reviewed and considered the proposed BSMP, General Plan amendment, preannexation zoning, and CEQA documents including the EIR, the staff report, Public Facilities Financing Plan, received oral testimony, and any other relevant information; and

**WHEREAS**, before adopting this ordinance, on December 17, 2019, the City Council certified the EIR prepared for the BSMP, including approval of the accompanying Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations, and as such all environmental assessments have been completed for the project; and

**WHEREAS**, the City Council now desires to approve the pre-annexation zoning for the Bogue-Stewart Master Plan by approving RZ 14-04.

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

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. Findings: The City Council further finds as follows:
  - a. *California Environmental Quality Act (CEQA)*. The City Council previously prepared and certified an EIR for the Bogue-Stewart Master Plan project. The EIR identified that implementation of the proposed Project would require certain approvals, including approval of pre-annexation zoning. This pre-annexation zoning was included within the scope of the project, and was environmentally assessed in the EIR. The pre-annexation zoning does not change the environmental assessment of the EIR. Further, the EIR was certified on December 17, 2019. The City Council further finds that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the EIR that the project will have significant effect not discussed in the EIR. As such, the City Council finds the RZ 14-04 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.
  - b. *General and Specific Plan*: The City Council finds that the project would facilitate and guide growth in accordance with the General Plan, as amended, and is consistent with the General Plan goals and policies, any operative plan, or

adopted policy. In this regard, the City Council incorporates the analysis of Table 3.10-1 (“City of Yuba City General Plan Consistency – Land Use and Planning”) of the EIR and finds that the project is consistent with the General Plan for all the reasons set forth therein. The project does not affect the implementation of the General Plan with respect to surrounding properties.

Approval of the RZ 14-04 would assist with the implementation of the Housing Element goals and policies in providing opportunity site for high density and other residential development that would provide necessary housing. The proposed Amendment would support the City’s efforts to meet the Regional Housing Need Allocation (RHNA) as directed by the State of California Department of Housing and Community Development and as required by the City’s Housing Element of the General Plan. The RHNA is an effort to meet the affordable housing needs of the State California, including the City of Yuba City. This is considered to be in the public’s interest.

Approval of RZ 14-04 is necessary to implement the Bogue-Stewart Master Plan and General Plan as amended, is consistent with the land use designations established therein, and is also consistent with the goals, policies and objectives of both the Master Plan and General Plan.

- c. *Zoning Ordinance:* The proposed project is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare. The project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. Among others:

- i. The project will allow for the creation of high-quality balanced neighborhoods that provide a wide range of housing opportunities, along with a mix of community- and neighborhood-commercial, office, and business/technology-oriented uses.
- ii. The project will provide a framework for maintaining the integrity of surrounding residential neighborhoods by providing connections where necessary and continuing development in a visually compatible manner.
- iii. The project will support the long term operation of adjacent agricultural uses, as well as continued interim agricultural production within the BSMP plan area.
- iv. The project will provide an interconnected modified grid street system that expands upon the existing and adjacent roadways in the plan area to provide adequate and ample travel options for pedestrians, bicyclists, transit, and vehicles.
- v. The project will foster a positive community image through the incorporation of high-quality architectural details and landscaping features.
- vi. The project will coordinate the development of land uses and infrastructure to ensure that the infrastructure can support that development and the development can support the associated costs.
- vii. The project will support Sutter County Local Area Formation Commission (LAFCo) approval for the annexation of the plan area into the City of Yuba City.
- viii. The project will ensure that appropriate funding mechanisms are established to fully fund planned improvements and services over the buildout term without creating a negative fiscal impact to the City’s General Fund.



- d. *Public Health, Safety, and Welfare*: Approval of RZ 14-04 is in the best interest of the City, and is not detrimental to public health, safety, or welfare.
3. Approval of RZ 14-04: The City Council hereby approves the pre-annexation zoning for the Bogue-Stewart Master Plan by approving Rezoning 14-04, as set forth in Exhibit A. Territory annexed to the City subject to Rezoning 14-04 shall be automatically added to the City of Yuba City's district map and shall be classed the same as the preannexation zone, effective on the date of annexation.
4. Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
5. Certification: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.
6. Effective Date of Ordinance: This ordinance shall be in full force and effect thirty (30) days after its passage.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 17th day of December, 2019, and passed and adopted at a regular meeting held on the 21<sup>st</sup> day of January, 2020.

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

\_\_\_\_\_  
Shon Harris, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Exhibit A: Rezoning 14-04 (Preannexation Zoning)

**Exhibit A**  
**Rezoning 14-04 (Preannexation Zoning)**



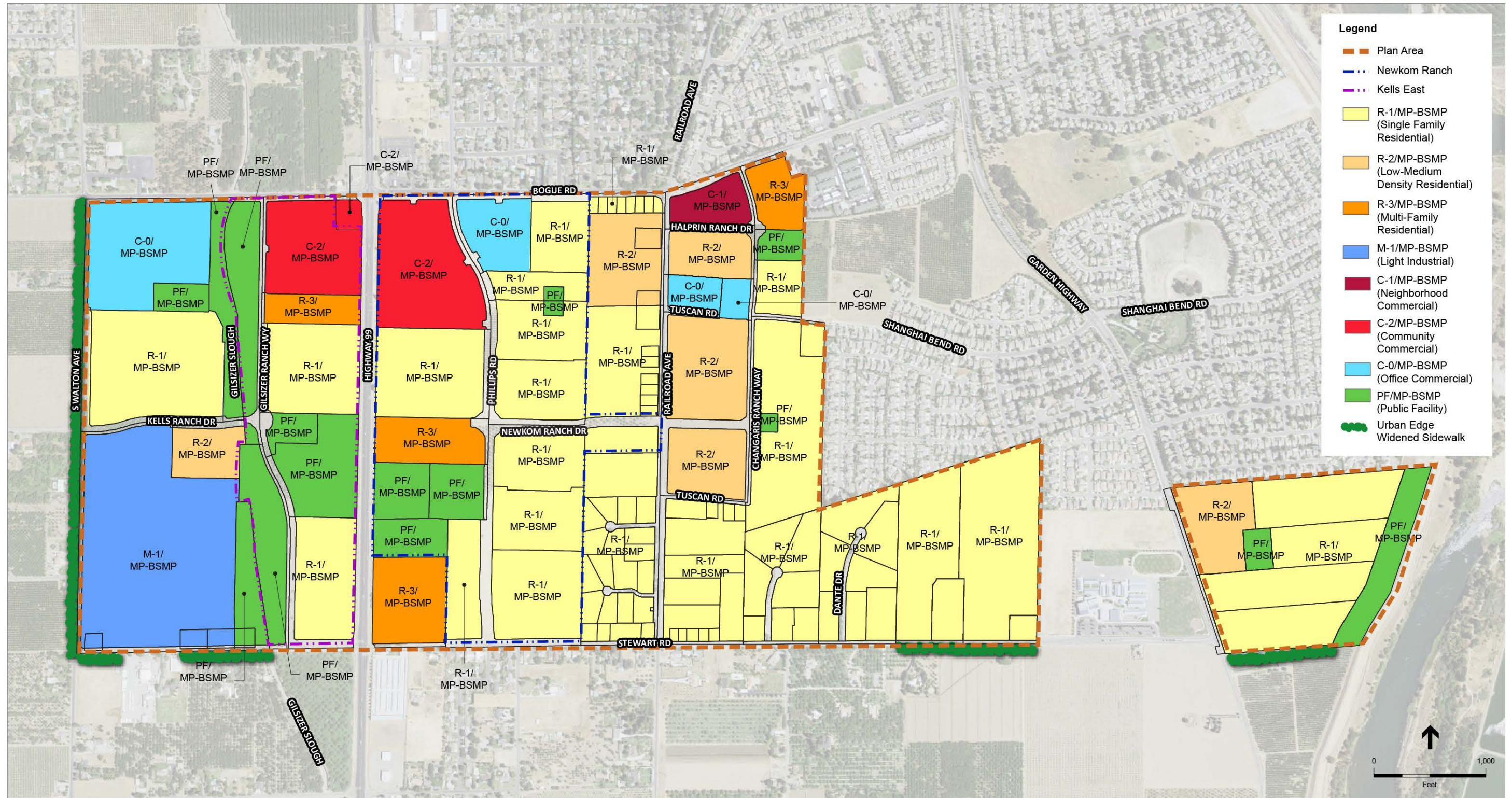


Exhibit A: Proposed Pre - Annexation Zoning



# ATTACHMENT B



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

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**Meeting Date:** November 13, 2019

**To:** Chair and Planning Commission Members

**From:** Development Services Department

**Presentation:** Brian Millar, Interim Director of the Development Services Department  
Denis Cook, Planning Consultant

**Public Hearing:** **Bogue-Stewart Master Plan and Associated General Plan Amendment, Pre-annexation Zoning and Environmental Impact Report:**

A proposal to consider recommendations to the City Council regarding the Bogue-Stewart Master Plan (Master Plan or BSMP), including General Plan Amendment NO. 14-05, Specific Plan Amendment 16-05 (adopting the Bogue-Stewart Master Plan), Rezoning 14-04, and Environmental Impact Report (EIR) (SCH #2017012009) prepared for the project.

**Project Location:** The 741-acre Master Plan area is located immediately south of Yuba City between Bogue Road on the north and Stewart Road on the south. The eastern boundary of the Master Plan area is the Feather River levee and the western boundary is South Walton Avenue. The area is bisected by State Route 99 (**Figure 1**).

**Recommendation:** Following the close of the public hearing recommend to the City Council:

1. *Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending The City Council (1) Adopt The Findings Required By CEQA Guidelines, Section 15091; (2) Certify The Environmental Impact Report (SCH #2017012009) For The Proposed Bogue Stewart Master Plan (A 741-Acre Specific Plan Area Located South Of Yuba City Between Bogue Road On The North And Stewart Road On The South), Including General Plan Amendment (GPA 14-05), And Rezoning (RZ 14-04), As Well As The Newkom Ranch Large And Small Lot Subdivisions (TSMs 14-06 And 14-07), The Kells East Ranch Large And Small Lot Subdivisions (TSMs 15-02 And 15-03), And Development Agreements Within The Planning Area; And (3) Adopt The Proposed Mitigation Monitoring And Reporting Program, And (4) Adopt A Statement Of Overriding Considerations, Pursuant To The California Environmental Quality Act. (CEQA Resolution)*
2. *Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending To The City Council Of The City Of Yuba City Adoption Of The Bogue-Stewart Master Plan (BSMP) And The*

*Accompanying General Plan Amendment And Preannexation Zoning For Approximately 741 Acres Of Land Generally Located South Of Bogue Road, North Of Stewart Road, West Of South Walton Avenue And East Of The Feather River Levee (BSMP Resolution)*

**Project Proposal:**

The project consists of the following components:

1. *Environmental Impact Report:* An EIR was prepared for the entire Master Plan at a program level and at the project level for the Newkom Ranch and Kells East Ranch Subdivisions, located within the Master Plan boundaries.
2. *General Plan Amendment to reflect the Master Plan:* The amendment will primarily include revisions to the Land Use Element and Circulation Element, but also includes the other General Plan Elements as this is an expansion of the geographical area covered by the General Plan. If approved, this could lead to an expansion of the City's sphere of influence and annexation of the properties into the City limits.
3. *Specific Plan:* Bogue-Stewart Master Plan.
4. *Pre-annexation Zoning:* To reflect the City's updated General Plan and Master Plan land use designations.

*Other items associated with this project:*

*Newkom Ranch Subdivisions:* One of the two subdivisions proposed to be subdivided within the Master Plan area. They are being processed concurrently with the adoption of this Master Plan but with a separate public hearing. (Newkom Ranch is technically two subdivisions - large lot and small lot subdivisions). This will be heard separately by the Planning Commission.

*Kells East Ranch Subdivisions:* The second of the two subdivision maps that are within the Master Plan area that are being processed concurrently with the adoption of this Master Plan but with a separate public hearing. (Kells East Ranch is technically two subdivisions - large lot and small lot subdivisions). This will be heard separately by the Planning Commission.

*Development Agreements:* Also included as part of this project, but under separate Planning Commission hearings for the subdivisions that will follow the Master Plan, are the Development Agreements for the Newkom Ranch and Kells East Ranch property within a portion of the Master Plan area. The agreements are included at the applicants' request primarily for the purpose of extending the life of the tentative subdivision maps with a proposed 20-year term. The Development Agreements will be heard by the Planning Commission concurrently with their respective subdivision.

*Sphere of Influence (SOI) Amendment and Annexation into the City:* If the Master Plan is approved by the City and a tax exchange agreement between the City and Sutter County is approved, Sutter LAFCo will become involved with the project. Sutter LAFCo will consider amending the City's sphere of influence to add the 741-acre Master Plan area into the City's SOI, and will consider annexation of the two subdivisions into the City.



*Municipal Services Review (MSR):* Before LAFCO can consider the Sphere of Influence Amendment that will accommodate the Master Plan area, an update of the City’s MSR is needed. This is a document that is required by State law (Govt. Code Sections 56425 and 56430) that ensures that adequate public services can be provided within the probable physical boundaries and service area of the City over the next 20 years.

**Project Information:**

The Master Plan is intended to provide for the orderly and systematic development of the 741-acre Bogue Road – Stewart Road area. This proposed Master Plan combines elements from the City’s General Plan and Zoning Regulations that will establish the regulatory structure to guide development. The proposed Master Plan will provide for the development of a planned community of residential, commercial, office/business park and recreational sites and other public facilities. In addition to creating this new Master Plan, this report also addresses a General Plan Amendment and Pre-Annexation Zoning for the entire Master Plan area, as well as the environmental assessment under the California Environmental Quality Act (CEQA). The area is outside of the 2004 General Plan boundary, so the General Plan Land Use Element and Circulation Elements must be expanded, and other General Plan Elements amended by reference. The preannexation zoning will expand the Citywide zoning to be consistent with the General Plan Amendment.

The Master Plan would provide direction for land use and community design, transportation, utilities, public services and implementation. The Master Plan regulates land uses, development standards, and design guidelines. The Master Plan also provides preliminary design criteria for infrastructure including all modes of transportation, water distribution, wastewater collection facilities, stormwater drainage, parks and open space, and other public services. The Master Plan considered all of these improvements in relation to existing neighborhoods that adjoin the Master Plan area.

The Bogue-Stewart Master Plan is an extrapolation of the City General Plan. It is intended to directly implement the General Plan by providing more detail about the City’s development expectations, details for extending City infrastructure, and to otherwise serve as a tool to guide land developers and provide the public with a more complete picture of how the area will transition into an urban part of the City. **Figure 2** provides the Master Plan’s land use map, while **Table 1** below provides for the growth potential based on average assumptions for the density and intensity of new development within the Master Plan area.

**Table 1: Bogue-Stewart Master Plan Growth Potential**

<i>General Plan Designation</i>	<i>Acres</i>	<i>Estimated number of residential units or building square footage (sf) for nonresidential uses</i>
Low Density Residential (LDR)	368.9	1,328 Single Family Residences
Medium/Low Density Residential (MDR)	62.6	430 Multiple-Family Residences
Medium/High Density Residential (HDR)	32	759 Multiple-Family Residences
Office (O)	8.6	108,464 sf
Neighborhood Commercial (NC)	7.2	82,328 sf
Community Commercial (CC)	36.7	390,951 sf
Business, Technology, & Light Industrial (B, T & LI)	55.8	574,992 sf
Public Facilities (K-8 school)	27.5	131,987 sf
Parks	22.1	
Open Space	61	
Roads and Circulation	58	
<b>Total</b>	<b>741</b>	

The proposed Master Plan, which will function and be adopted as a Specific Plan, would be the primary land use, policy, and regulatory document used to guide the overall development of this area. It establishes a development framework for land use, all modes of transportation, utilities and services, resource protection, and implementation to promote the systematic and orderly development of the Master Plan area. All subsequent development projects and related activities within the Master Plan area would be required to be consistent with the Bogue-Stewart Master Plan.

The Master Plan proposes being developed in three phases. Phase 1 are the Newkom Ranch Subdivisions which are an approximately 161-acre mixed use development proposing single-family and multiple-family residential uses, commercial, office, park and open space areas. Phase



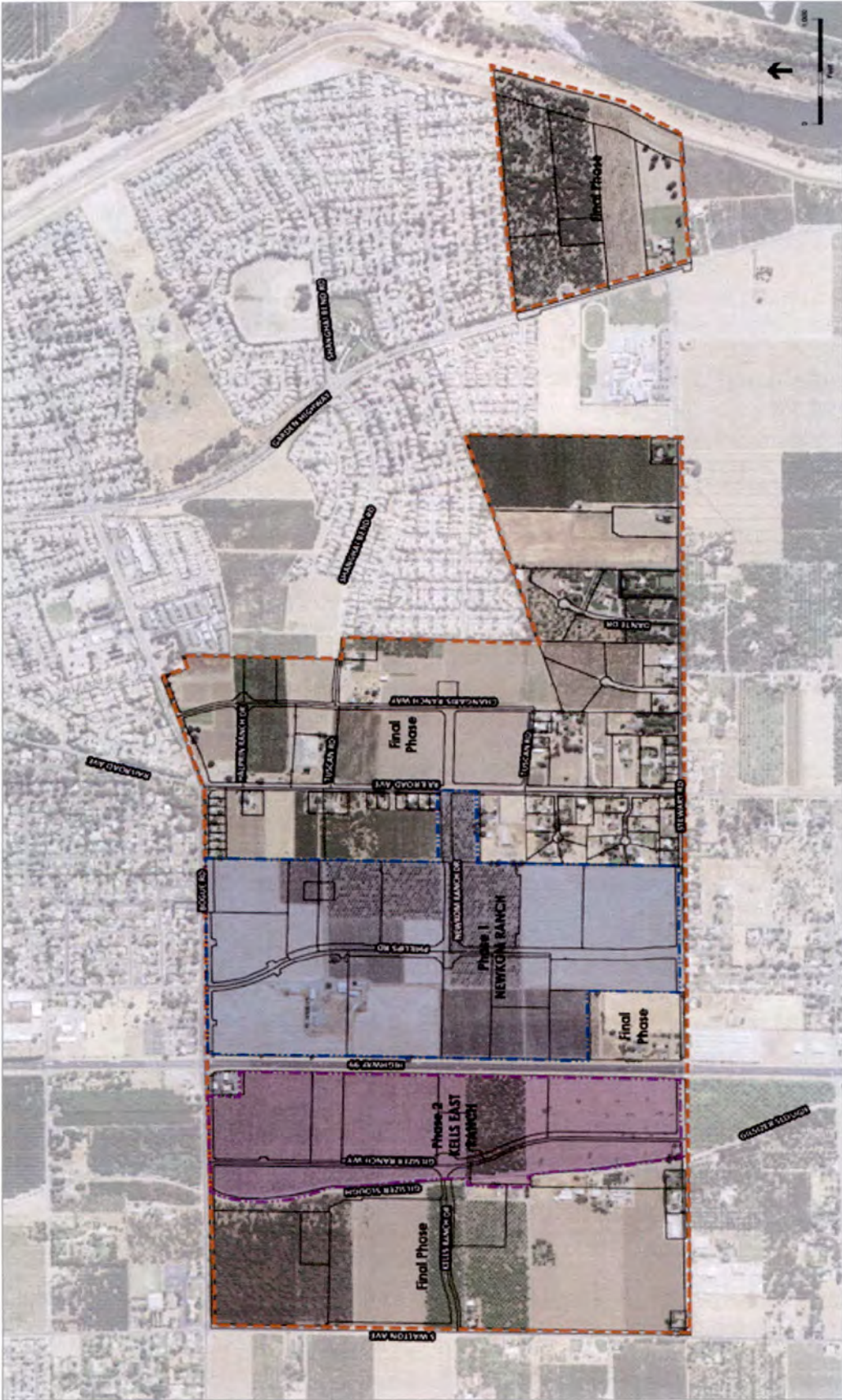


Figure 1: Location Map



2 are the Kells East Ranch Subdivisions which consists of 93.5 acres for a mixed-use subdivision also proposing single-family and multiple-family residences, commercial development and open space. These subdivisions are also accompanied by Development Agreements. These subdivisions and their accompanying Development Agreements will be discussed in more detail following this Master Plan review as they are being processed separately and will each have a separate public hearing.

Phase 3 of the Master Plan is the development of the remaining areas outside of the two subdivisions, including the area of the Master Plan that is detached from the main plan area located on the east side of Garden Highway that abuts the Feather River levee. The Phase 3 area includes approximately 100 parcels consisting of ranchette properties with homes on them as well as other properties that are currently in agricultural uses. No homes are proposed to be removed as part of the Master Plan and no projects are being considered in Phase 3 at this time.

The EIR prepared for the Master Plan considers all of the environmental impacts of the proposed Master Plan as well as the additive effects of this growth (including cumulative impacts) throughout the City. Most of the impacts are considered to be less than significant, although there remain some significant impacts that cannot be fully mitigated. Those significant impacts are summarized later in this staff report.

### **Project Background:**

Following the adoption of Yuba City's new General Plan in 2004, the City Council noted that the General Plan provided the longer-term vision for the City, but, as the name implies, was too broad-based to assure the detail needed in planning the City's growth. The City Council expressed that new development should:

- Fully implement the new General Plan.
- That services should be properly planned and efficiently provided; and
- That new development should be of expected quality and be compatible with existing development.

The 2004 General Plan addresses the long-term community vision - how the City should look in 20 or 30 years in regard to its image and character, and how resources and infrastructure should be most efficiently utilized. This vision led to a need to prepare more detailed plans to adequately address how desired outcomes will be achieved through new development. In short, Specific Plans and Master Plans are utilized to help guide development and implement the City's long-term vision for a defined area within the City.

As part of the implementation of the General Plan, in 2005 the City Council adopted a resolution establishing growth policies related to future development within Yuba City's SOI. More specifically, this resolution requires that, prior to annexation into the City and review of individual development projects, a Specific Plan or Master Plan be prepared for each of the expected growth areas.

### **Existing Uses and Conditions:**

The Bogue-Stewart Master Plan is currently outside of the Yuba City SOI as well as outside of the City limits. Until properties are annexed into the City, Sutter County has land use authority for these properties. The Sutter County General Plan designates the properties in this area as Agricultural, Estates Residential, and Low Density Residential.



The area is relatively flat with no unique topographical features. The land is primarily used for agriculture and rural residences, but also includes a gas station at the southwest corner of SR 99 and Bogue Road, and a PG&E substation located near the corner of Railroad Avenue and Tuscan Road. The majority of the agricultural lands contain orchards.

Currently there are 114 parcels under multiple ownerships, totaling 741 acres. There are approximately 71 existing residences located in the Master Plan area, with many of those homes in the southern portion of the Master Plan area. The homes are generally located adjacent to existing County roads on one-acre plus sized lots and are served by individual wells and septic systems. These ranchette style properties comprise approximately 261 acres (35%) of the Master Plan area. Individual property owners in the Master Plan area would not be required to sell and/or relocate their homes. Development will only occur on properties that the owners choose to develop.

Annexation of the Phase 3 properties into the City is not proposed at this time. Only the Phase 1 and Phase 2 properties are being requested by their property owners for annexation. If at any time existing residences are annexed into the City, the City would not require that they improve their property by connecting to City services including water and sewer and street improvements, nor will their property taxes change.

State Route 99 is a north and south four-lane highway that bisects the area. The proposed Newkom Ranch Subdivision is located on the east side of SR 99; Kells East Ranch subdivision is located on the west side of SR 99. The Gilsizer Slough is a drainage channel that transects the Master Plan area from north to south and provides drainage for much of the Master Plan area.

Riverbend K-8 school is located in the southeast quadrant of the Master Plan area at the northwest corner of the Garden Highway and Stewart Road intersection (between the two detached Master Plan area sections).

### **Surrounding Uses:**

Uses surrounding the Master Plan area were also considered when the land use pattern was developed. Most of the north side of the Master Plan area is bound by Bogue Road, which in many places is the southern boundary of the City and the Yuba City Sphere of Influence. The area north of the Master Plan primarily consists of suburban type single-family residential development, much of which is in the City. The exception is the remaining unincorporated agricultural land located on the west side of SR 99, although it is planned for future urban growth.

The eastern boundary of the Master Plan area is the Feather River Levee. The south side borders Stewart Road, and south of Stewart consisting of agricultural land (orchards) and rural residential uses. The west side of the Master Plan boundary is South Walton Avenue which is generally bordered by agricultural uses.

### **General Plan:**

*Existing Land Use Designations (Sutter County General Plan):* As the properties are within the unincorporated area of Sutter County, the County General Plan regulates land uses. The Sutter County General Plan designates the properties in this area as Agricultural, Estates Residential, and Low Density Residential.



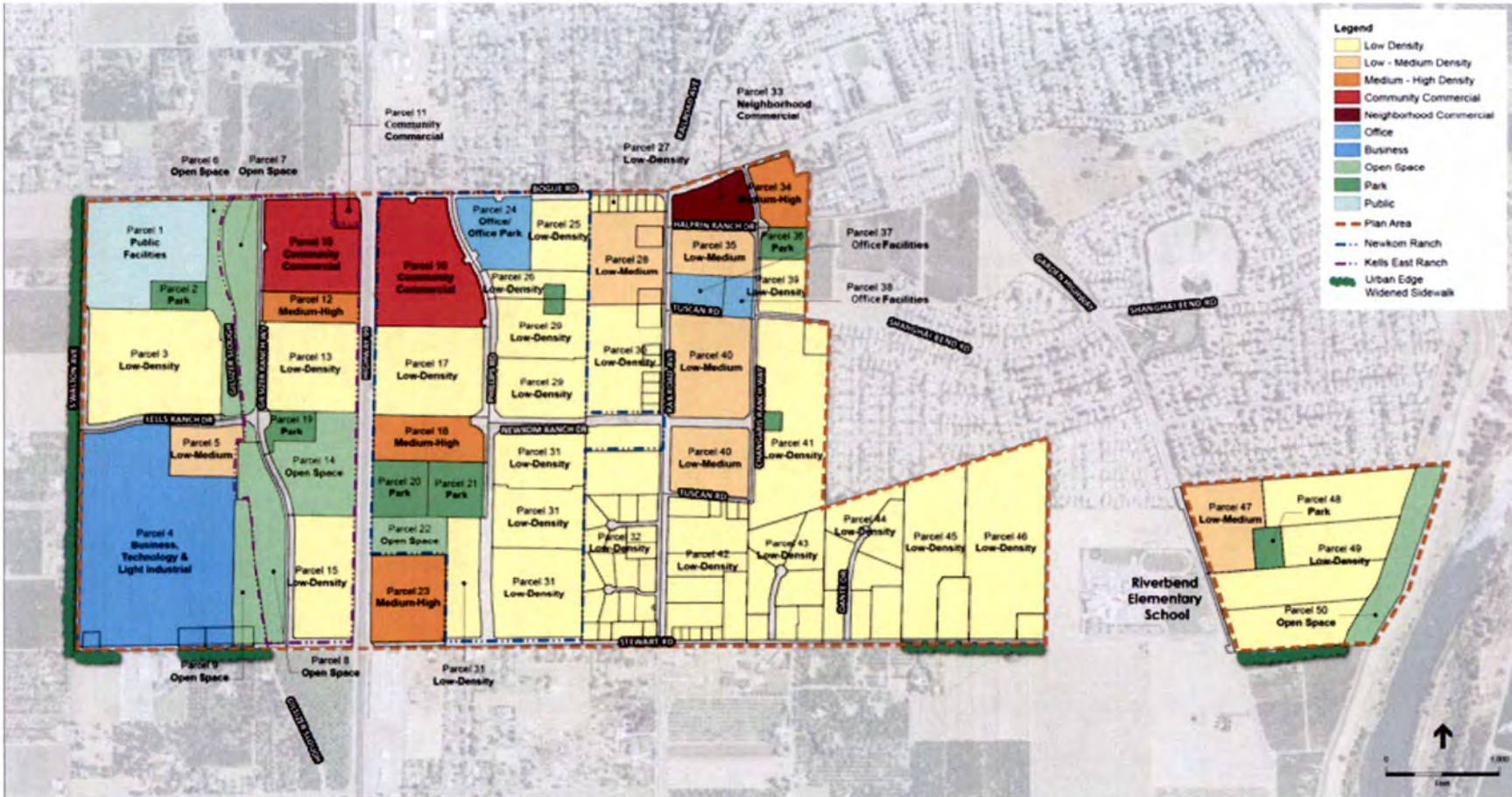


Figure 2: Proposed Bogue- Stewart Master Plan Land Use Map



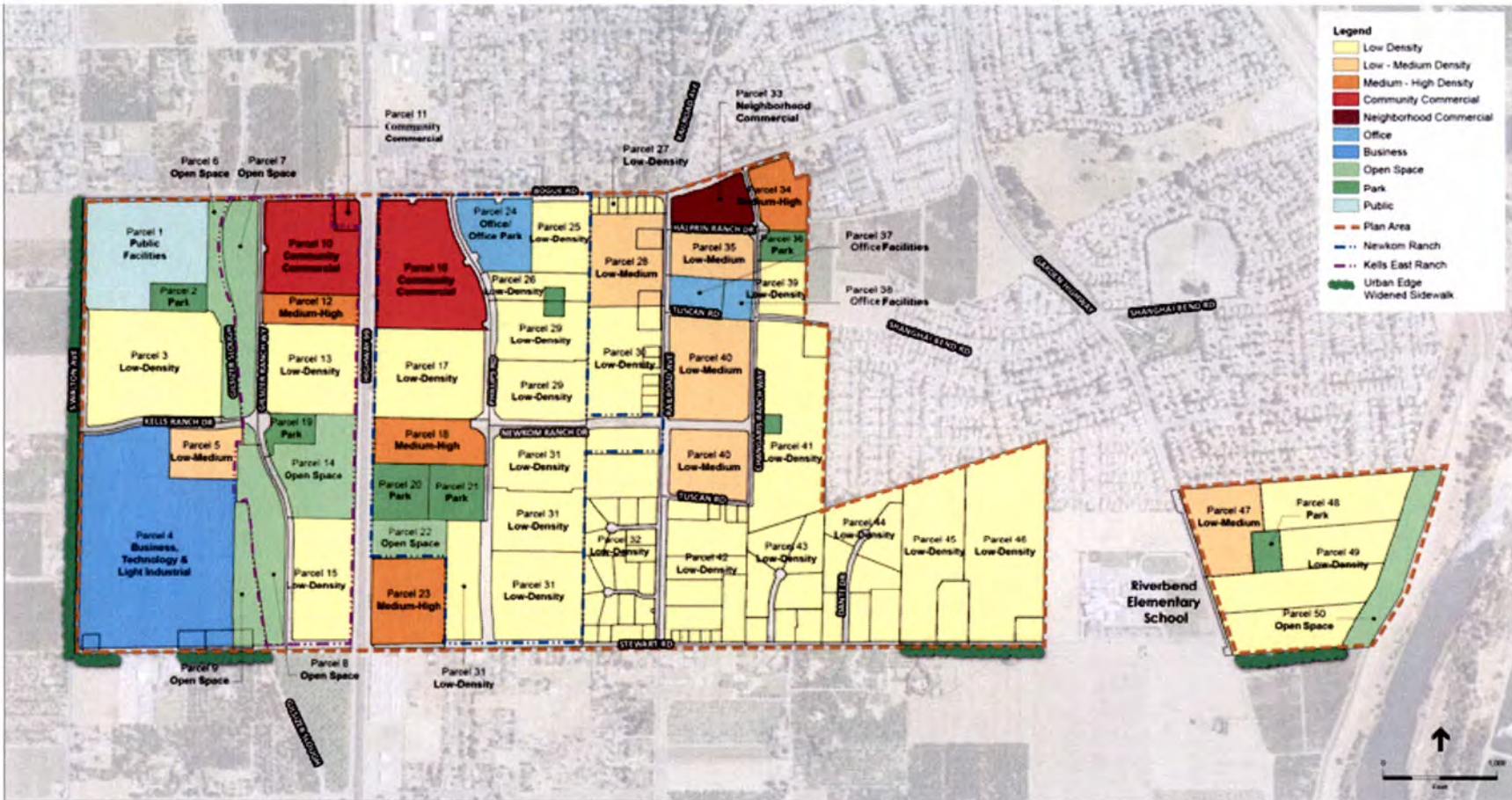


Figure 3: Proposed General Plan Land Use Map



*Proposed Land Use Designations (Figure 3):* The Yuba City General Plan designations will reflect the Master Plan. As this is a new community or neighborhood that will be within the City, there are a full range of land uses proposed. To be consistent with the Master Plan, the General Plan includes a full range of residential types – single-family residences to apartments, commercial, office/office park, light industrial uses, and parks and open space. Also note the agricultural/urban interface buffer shown in green along several edges of the Master Plan area. The proposed agricultural buffer is discussed later in this staff report.

Other elements of the General Plan are also affected by the Master Plan. There will be an expansion of the transportation network (Figure 4), park system, expansion of City services, etc. These changes are discussed in more detail in the EIR prepared for the project as well as below under “Staff Comments.”

### **Master Plan:**

The proposed Bogue-Stewart Master Plan establishes a new community in south Yuba City (Figure 4). As such it contains a full range of land uses including all housing types, commercial and office uses, light industrial uses, parks and open space, and a potential school site. The Master Plan also provides for the extension of all City services into this 741-acre area. Although titled a “Master Plan” it is being adopted as a specific plan as provided in Govt. Code Sections 65450 through 65457.

### **Zone Districts:**

*Existing Zoning:* The Sutter County Zoning Regulations zones the properties as Agricultural (AG), Estate Residential (ER), and Single-Family Residential (R-1).

*Proposed Pre-annexation Zoning (Figure 5):* The proposed City pre-annexation zoning will match all of the Master Plan land use designations, ranging from Single-Family Residential (R-1), Two-Family Residential (R-2), Multiple-Family Residential (R-3), Neighborhood Commercial (C-1) Community Commercial (C-2), Light Industrial (M-1), and Public Facility (PF) Zone Districts.

### **Previous Commission/Council Actions:**

This area would be a new addition to the City. Several years ago, the City Council held discussions on the boundary for this Master Plan.

On June 24, 2019, there was a joint City Council/Planning Commission study session on the Bogue-Stewart Master Plan. No recommendations or decisions were made.

### **Staff Comments:**

#### ***General Plan Amendment***

The General Plan Amendment accompanying this Master Plan is needed as this is an expansion of the planning area covered by the City’s 2004 General Plan. The General Plan is the document that overarches all other City planning documents, including specific plans, zoning text and maps, road and other infrastructure expansion, development and design standards, etc. The General Plan is often considered the constitution as it relates to other laws and standards. All City decisions on land use and infrastructure improvements must be



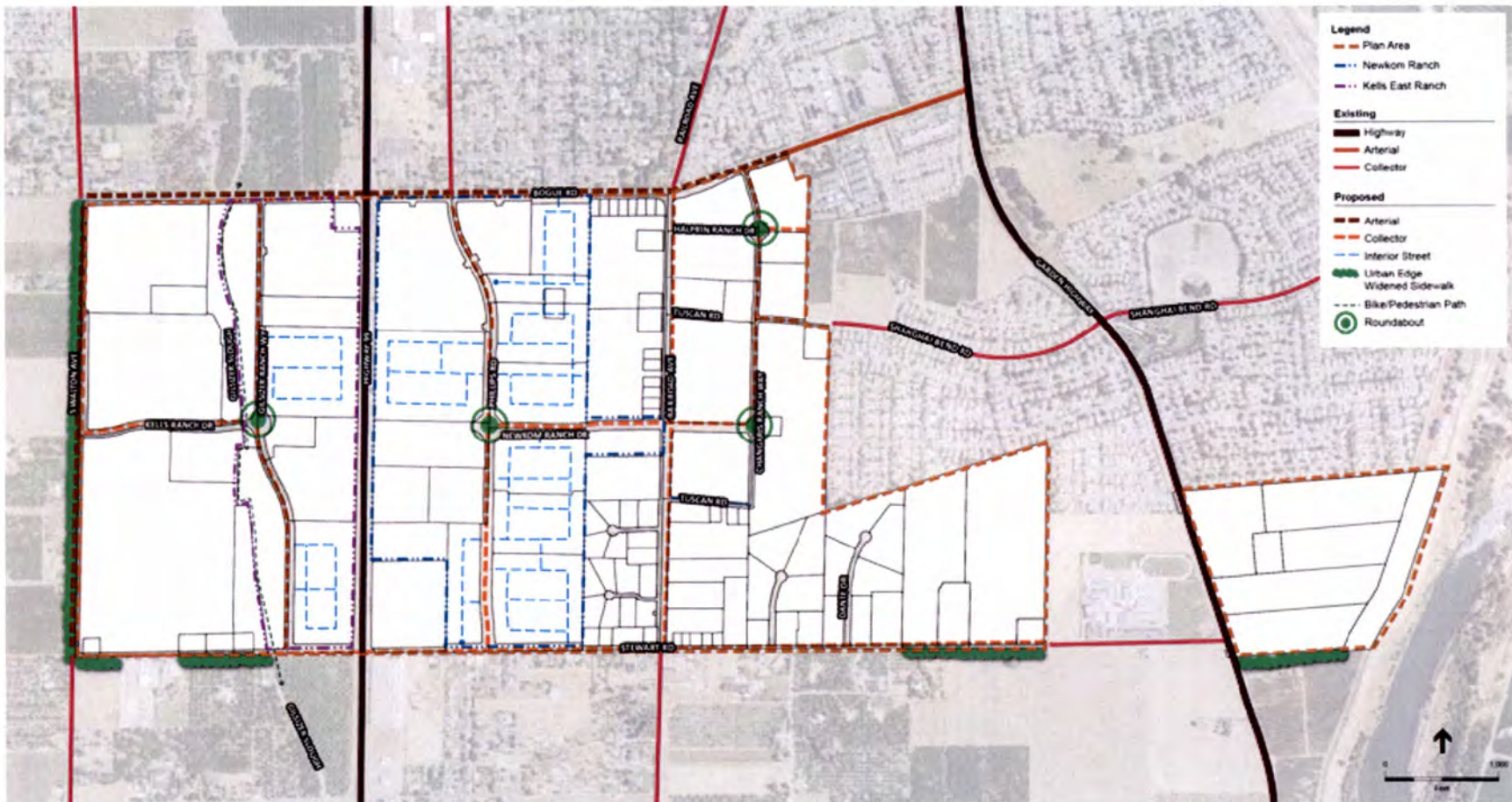


Figure 4: Proposed General Plan Circulation Element Map



consistent with the General Plan. Therefore, the General Plan must be updated to ensure consistency for the Bogue-Stewart Master Plan. This translates to updating the General Plan Land Use Map (Figure 3-1 in the General Plan) and the Roadway Network (Figure 5-1 in the General Plan).

There are other sections in the General Plan that will be updated by reference. This includes the Parks, Schools and Community Facilities Element as there will be new parks and a new K-8 school site; the Public Utilities Element as the areas that can be served by City water and wastewater systems will be expanded; the Environmental Conservation Element as open space areas will grow, and more agricultural uses will be located within the City's General Plan area. The Noise and Safety Element maps will be expanded to include the expansion of areas subject to the City's emergency services (Police and Fire), the new areas along SR 99 that are subject to traffic noise, and the areas subject to the City's stormwater drainage system (in conjunction with the Gilsizer Drainage District) as well as the flood prone areas within the Master Plan area.

The EIR prepared for the Master Plan provides an extensive comparative analysis of the existing General Plan policies and the proposed Master Plan policies and maps (EIR pages 3.10-7 to 3.10-10), finding that the Master Plan maps and policies were consistent with the General Plan.

Another result if this General Plan Amendment, as well as the preannexation zoning discussed below, is that it enables the City's Sphere of Influence to be expanded to include the Master Plan area, and annexation into the City of properties within the Master Plan. This is proposed by the larger property owners and will be considered by the Sutter Local Agency Formation Commission (Sutter LAFCo) if this General Plan Amendment and associated preannexation zoning is approved by the City.

### ***Master Plan***

This Master Plan, which will function as a Specific Plan, is an assemblage of 114 parcels under multiple ownerships. Two of the larger property owners are the project applicants, Newkom Ranch LLC and Bains Revocable Family Trust 2005, which own and/or control 161 acres (22 percent) and 93.5 acres (13 percent), respectively of the Master Plan area. For purposes of this discussion these ownerships are referred to as Newkom Ranch and Kells East Ranch respectively. There are subdivisions proposed for both of these ownerships that are being processed concurrently but separate from this Master Plan.

By comprehensively planning the 741-acre area, the City, community members, and developers are better able to address wide-ranging infrastructure, housing, environmental, fiscal, and community challenges associated with accommodating growth. Planning at this scale allows the City and stakeholders to design and phase infrastructure improvements that are more efficient, environmentally sensitive, and more cost effective. The Master Plan provides a land use pattern that provides for a full range of housing styles and densities as well as complete neighborhoods with parks and open space and coordination with the Yuba City Unified School District. To make the new community complete, the Master Plan also provides for commercial and employment centers, allowing residents the opportunity to work and live in the same vicinity. In summary, the intent of this Master Plan is to provide for the development of complete neighborhoods served by all City services that provide a full range of housing, parks and open space, shopping opportunities and employment centers.



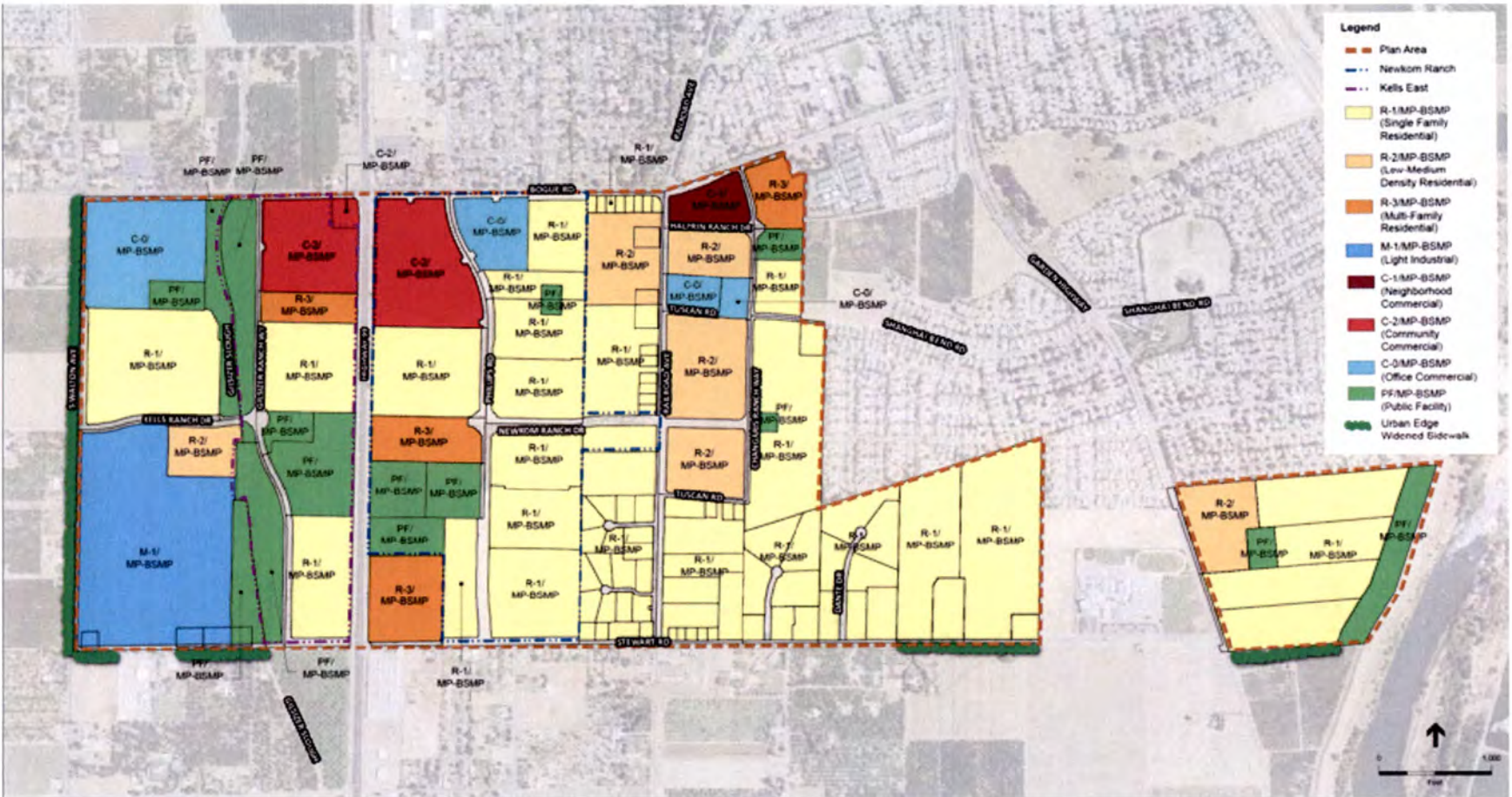


Figure 5: Proposed Pre - Annexation Zoning

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

To complement the land use pattern, the Master Plan provides design guidelines that ensure quality developments that meet community expectations and that match or exceed the quality development that has occurred throughout the City in recent years.

The Master Plan is also a good tool to plan an efficient road system that is coordinated with the existing citywide road network. The proposed road network is designed to ensure that the streets operate at levels of service that meet City traffic flow standards, as well as connect seamlessly with the existing City road network.

The Master Plan also allows for a more comprehensive design of primary (or backbone) City infrastructure. The water distribution system, wastewater collection system, and drainage system were all modeled to ensure that adequate capacity is designed into those systems to accommodate the new growth as well as properly connect with the existing City infrastructure system.

### ***Rezoning (Pre-annexation Zoning)***

Just as the General Plan needs to be updated to reflect this Master Plan, the Master Plan area must also include pre-annexation zoning in order for any of the areas to be annexed into the City. **Figure 5** reflects the new zoning. The zoning would become effective upon completion of the annexation process.

All of the zone districts have an “SP-BSMP” Combining Zone District. This combining zone district ensures that anyone referencing the zoning will be made aware that the property is within a Master Plan with its own development standards.

### ***Compatibility with Surrounding Uses***

*North:* The neighboring properties boarding the north side of the Master Plan area consist of single-family residences, a convenience store and remaining agricultural land. The Master Plan contemplates corresponding suburban type uses along that existing urban boundary consisting of commercial, office, single-family and multiple-family residential development as well as a K-8 school. Due to the separation of uses created by Bogue Road and screening criteria in the EIR for commercial uses, there are not expected to be land use conflicts along this boundary except potentially some interim conflicts with the remaining agricultural uses. That agricultural land, however, is slated ultimately for City development.

*West and South:* The areas to the south of the Master Plan area, bordered by Stewart Road, are a mix of agricultural uses and rural residential uses. This pattern is similar on the west side of the Master Plan area along South Walton Avenue, which is also bordered by agricultural uses. Conflicts between the new, primarily residential development and the neighboring orchards will be minimized by the Yuba City/Sutter County agricultural buffer policy which triggers an approximately 162-foot wide open space buffer intended to protect agricultural uses from urban uses. (See “Agricultural Buffering” below).

*East:* This is bordered by the Feather River Levee. With the proper levee setbacks that are called for there are not expected to be any compatibility issues.



### **Traffic**

A traffic study was prepared for the Master Plan by *KDA Associates*. There is a detailed summary of the study provided in Section 3.14 of the EIR.

The traffic study evaluated all intersections on SR 99 between SR-20 (Colusa Avenue) in the north and Barry Road in the south, as well as studying many City controlled intersections on either side of SR 99. The traffic study concludes, that at build-out of the Master Plan, which would be many years out, an additional net 52,600 daily vehicle trips will be generated. This translates to an additional 223,000 vehicle miles traveled daily, which would be an estimated 4.5 percent of all the City traffic at that time.

This new traffic will be a significant addition to the existing levels of traffic, especially in the south Yuba City area. To accommodate this, the Master Plan provides for a significant expansion of traffic capacity within the Master Plan area and its vicinity. Bogue Road will become four lanes with signals at the new Gilsizer Way, Phillips Road and Railroad Avenue. SR 99/Bogue Road signalized intersection will be expanded, and a new signal will be added at SR 99/Stewart Road. South Walton Avenue and Stewart Road will be widened to three lanes, and other new two-lane collector streets will be added within the Master Plan area. The study also anticipates that SR 99 will be widened to six lanes by that time.

All of the new streets and extended and/or expanded existing streets will be constructed in phases as the Master Plan is built-out over many years. Per the traffic study prepared for the project, the expansion of the circulation network being completed in conjunction with the phasing of development will keep all of the City streets within acceptable levels of service (LOS), which by adopted City standards is a LOS of D or better. SR 99 on a cumulative basis may drop to a LOS of F. This is because there are, at this time, no Caltrans funding sources to widen the highway. This could be a significant traffic impact (See below under "Environmental Determination). This may not be a likely scenario, however, since Caltrans typically does not provide funding for road expansions that far out in time.

### **Agricultural Buffering:**

Wherever there is a common boundary between agricultural uses and urban uses, commonly referred to as the agricultural/urban interface, there can be conflicts, as each use can create problems for the other. The City and Sutter County utilize a standard for providing buffering between the permanent areas of the agricultural/urban interface. This is an approximately 162-foot wide space between the nearest residence and the agricultural use. It consists of streets with extra width, tree plantings, and masonry walls with limited access to the nearby agricultural properties. The intent is to separate to the maximum feasible amount the two often incompatible uses. There are several places along the perimeter of the Master Plan where this is proposed, as shown on **Figure 5**.

### **Availability of Public Services**

All City services, including water, sewer and storm-water drainage will be extended to serve the Master Plan area.

Table 2: Summary of Public Facilities and Services

Water	City water is available to the Master Plan boundary. There are existing trunk lines in Bogue Road, Garden Highway, Stewart Road, and South Walton Avenue that will be extended into the Master Plan area. Two new water storage tanks may be installed within the Master Plan area near the PG&E substation depending on needs elsewhere in the City. Each development project will be responsible for extending water lines to the project as well as pay water connection fees which goes towards future plant expansions and trunk line extensions.
Wastewater	There are existing sewer trunk lines in Bogue Road and Shanghai Bend Road that connect to a Garden Highway trunk line flowing to the wastewater treatment plant northeast of the Master Plan. The wastewater generated from this Master Plan area will connect to those lines. Other offsite improvements and lines may be needed to accommodate the new growth. Each development project will be responsible for extending sewer lines to the project as well as pay sewer connection fees which goes towards future wastewater treatment plant expansions and trunk line extensions.
Stormwater	Most Master Plan drainage will flow to the Gilsizer Slough (Sutter County Water Agency). The eastern portion of the plan area will flow east to existing City owned ponds along Shanghai Bend Road and pumped to the Feather River. Each project will be responsible for building its portion of the stormwater collection system as well as either dedicate land for detention ponds and build needed portions of the backbone system or pay a BSMP fee for the major drainage system improvements.
Streets	There will be an extensive new street system based on the traffic study prepared for the Master Plan. The street system will be expanded to accommodate new growth as it occurs. Each development will pay fees for and/or build its fair share of needed street improvements.
Law Enforcement	The Yuba City Police Department will service the Master Plan area upon annexation. Police services will continue to be provided out of the existing Police Station on Poole Boulevard. The Sutter County Sherriff's Department and California Highway Patrol provides law enforcement to the remaining unincorporated areas. Each new building will pay City development impact fees for future police facility expansion and new equipment that is needed due to growth.
Fire protection	The Yuba City Fire Department provides fire protection to the entire Master Plan area from its existing five fire stations. No new fire stations are proposed for the Master Plan area. Each new building will pay City development impact fees for future facility expansion and new equipment that is needed due to growth.
Schools	The entire Master Plan area is within the Yuba City Unified School District. New students located east of Railroad Avenue will attend Riverbend Elementary School; students located west of Railroad Avenue will attend Barry Elementary School. A new K-8 school site is proposed in the northwest corner of the Master Plan area. Each new residence must join a Yuba City Unified School District required Community Facility District to pay their fair share for future school expansions or a new school.



### **Finance Plan**

A Public Facility Finance Plan was prepared for the Master Plan by *New Economics and Advisory*. A summary of that study is as follows:

- The estimated total cost to provide the backbone infrastructure (roadways, sewer, water, storm water drainage, landscaping, and parks to the area is approximately \$79.1 million (in 2019 dollars). This does not include the local infrastructure that each project will build as part of their development.
- The estimated total backbone infrastructure cost of Phase 1 (Newkom Ranch Subdivisions) is estimated to be \$26.2 million; Phase 2 (Kells East Ranch Subdivisions) is estimated to be \$17.2 million.
- The developers of Phases 1 and 2 will be required to bear additional upfront costs which is higher than would otherwise be required. They will be reimbursed over time by developments in the Phase 3 area, although this likely will be over many years.
- There may be one or more Community Facilities Districts (CFD) created to pay for infrastructure. But due to the School District also creating a CFD that will absorb much of the remaining property taxes and assessment capacity, there will be only approximately \$15 million available (assumes up to a 1.8 percent property tax rate).
- The total cost burden (building permit, existing fees, other infrastructure) is expected to be \$90,000 for single-family residences (estimated 21 percent of home cost) and \$61,200 for apartment units (23 to 26 percent of total cost). This creates the need for a BSMP Impact Fee that is suggested in the Public Facility Finance Plan.
- Given the amount of infrastructure required, and the fact that development must fund all of this infrastructure without the City sharing it, there are concerns about the financial feasibility of the project.

### **Environmental Determination:**

An Environmental Impact Report (EIR) was prepared for the Bogue-Stewart Master Plan and circulated through the State (State Clearinghouse Number 2017012009). This EIR is written at two levels. For the Master Plan it is considered to be a “program” EIR. That is, it is written at more of a general level because the Master Plan only establishes a regulatory and policy framework for future development and does not describe or analyze any specific projects. As a result, future developments within Phase 3 of the Master Plan area will use this EIR as a basis of the analysis but must conduct their own project level environmental review.

The EIR is also a “project” EIR since there are proposed subdivisions that are actual development projects that are based on the new Master Plan. As such, the level of review for the two subdivisions is in much more detail.

At the outset there were numerous potential significant environmental impacts that could result from Master Plan development. In the Final EIR there are approximately 40 mitigation measures, some of which contain additional subcomponents. With those mitigation measures, many of the potential significant impacts are reduced to less than significant. However, there still remain several potential significant impacts which could not be feasibly mitigated. A summary of the remaining significant impacts includes:

*Aesthetics, Light and Glare.* The transition from agriculture to urban and suburban uses could degrade the scenic vista and the existing visual character of the area. New lighting will increase light and glare and cumulatively degrade nighttime views.

*Agriculture.* The development of the Master Plan area would result in the loss of Important Farmland to non-agricultural uses. This is a significant and unavoidable impact.

*Air Quality.* Even with mitigation measures, the new construction of land uses, ongoing operational activities, and additional traffic generated by the new development associated with the Master Plan would generate criteria pollutant emissions that could substantially contribute to a potential violation of air quality standards or nonattainment conditions. This is a significant and unavoidable impact.

*Biological Resources.* Development in the Master Plan area could result in the loss of special-status plants and wildlife, protected trees and could result in cumulative impacts to heritage oak trees and other trees. This is a significant and unavoidable impact.

*Cultural Resources.* Development in the Master Plan area could cause a substantial change in the significance of a historical architectural resource.

*Transportation and Traffic.* Development in the Master Plan area, in combination with other cumulative development would cause cumulatively significant Level of Service (LOS) reductions related traffic impacts at intersections maintained by Caltrans (SR 99).

Because there are significant and unavoidable environmental impacts associated with this Master Plan and its associated entitlements, approval of the Master Plan must be preceded by Findings of Fact and Statement of Overriding Considerations that there are economic, legal, social, technological or other benefits associated with the project that outweigh the unavoidable adverse environmental impacts. Those findings, are provided in **Attachment 2, Exhibit "B"**, of this staff report. All of the findings are supported by substantial evidence in the record.

### **Recommended Action:**

After reviewing and considering the Master Plan, the proposed General Plan Amendment and Pre-annexation Zoning, the EIR prepared for the project, and all of the other written material that has been provided, and all of the written and oral testimony that has been received, staff recommend the Planning Commission take the following actions:

**A.** Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending The City Council (1) Adopt The Findings Required By Ceqa Guidelines, Section 15091; (2) Certify The Environmental Impact Report (SCH #2017012009) For The Proposed Bogue Stewart Master Plan (A 741-Acre Specific Plan Area Located South Of Yuba City Between Bogue Road On The North And Stewart Road On The South), Including General Plan Amendment (GPA 14-05), And Rezoning (RZ 14-04), As Well As The Newkom Ranch Large And Small Lot Subdivisions (TSMs 14-06 And 14-07), The Kells East Ranch Large And Small Lot Subdivisions (TSMs 15-02 And 15-03), And Development Agreements Within The Planning Area; And (3) Adopt The Proposed Mitigation Monitoring And Reporting Program, And (4) Adopt A Statement Of Overriding Considerations, Pursuant To The California Environmental Quality Act. (CEQA Resolution)



**B. Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending To The City Council Of The City Of Yuba City Adoption Of The Bogue-Stewart Master Plan (BSMP) And The Accompanying General Plan Amendment And Preannexation Zoning For Approximately 741 Acres Of Land Generally Located South Of Bogue Road, North Of Stewart Road, West Of South Walton Avenue And East Of The Feather River Levee (BSMP Resolution)**

**Attachments:**

1. Draft Bogue-Stewart Master Plan (previously provided).
2. CEQA Resolution, including the following exhibits:
  - Exhibit A: Environmental Impact Report (provided as a separate document).
  - Exhibit B: CEQA Findings of Fact which include: Impacts Determined to be Less Than Significant; Impacts Mitigated to Less Than Significant; Significant Unavoidable Adverse Impacts; Alternatives Considered and Rejected; and Statement of Overriding Considerations.
    - Attachment A: Mitigation Monitoring and Reporting Program.
3. BSMP Resolution, including the following exhibits:
  - Exhibit A: General Plan Amendment 14-05
  - Exhibit B: Bogue-Stewart Master Plan (SPA 16-05) (Attached separately)
  - Exhibit C: Rezoning 14-04 (Preannexation Zoning)

PLANNING COMMISSION RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE PLANING COMMISSION OF THE CITY OF YUBA CITY  
RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF YUBA CITY  
ADOPTION OF THE BOGUE-STEWART MASTER PLAN (BSMP) AND THE  
ACCOMPANYING GENERAL PLAN AMENDMENT AND PREANNEXATION  
ZONING FOR APPROXIMATELY 741 ACRES OF LAND GENERALLY  
LOCATED SOUTH OF BOGUE ROAD, NORTH OF STEWART ROAD, WEST  
OF SOUTH WALTON AVENUE AND EAST OF THE FEATHER RIVER LEVEE**

**WHEREAS**, several property owners in the Bogue-Stewart area requested to be included into the Yuba City Sphere of Influence ("SOI") for the purpose of annexing their properties into the City and developing their properties; and

**WHEREAS**, the City desires to ensure cohesive, integrated, and planned development of the Bogue-Stewart area through adoption of the Bogue-Stewart Master Plan ("BSMP" or "Master Plan"), a specific plan, for the region; and

**WHEREAS**, the City has policies requiring that areas new to the City be required to prepare a specific plan or master plan prior to the properties being developed. In this case the Master Plan (Specific Plan Amendment ("SPA") 16-05) was prepared for the 741-acre planning area; and

**WHEREAS**, because the Master Plan area adjoins the City's SOI and is outside of the City's General Plan and Zoning boundary, a General Plan amendment and rezoning are also needed for this area to be included into the City and developed within the City limits; and

**WHEREAS**, General Plan amendment ("GPA") 14-05 proposes an expansion of the land use map, circulation map as well as also includes by reference amendments to all other general plan maps for other elements including Parks, Schools, and Community Facilities Element, Public Utilities, Environmental Conservation, and Noise and Safety, to accommodate the additional area added by the Master Plan; and

**WHEREAS**, City services can be reasonably extended to the Master Plan area; and

**WHEREAS**, the BSMP is being adopted as a Specific Plan consistent with Government Code 65450 through 65457, and is referred to as a "master plan" for the sake of convenience; and

**WHEREAS**, a preannexation zoning map was prepared (RZ 14-04) since no City zoning existed with the BSMP area, and that zoning map was prepared to implement the proposed General Plan and Master Plan designations for the 741 acres; and

**WHEREAS**, the Master Plan, including GPA 14-05, SPA 16-05, and RZ 14-04, have been environmentally assessed consistent with the California Environmental Quality Act ("CEQA"), which has resulted in an Environmental Impact Report ("EIR") (SCH #2017012009) for the project; and

**WHEREAS**, after deliberation and consideration of all relevant items required by CEQA, the Planning Commission has concurrently recommend the City Council (1) adopt the findings



required by CEQA Guidelines section 15091; (2) certify the EIR; (3) adopt the proposed mitigation monitoring and reporting program ("MMRP"), and (4) adopt a statement of overriding considerations, pursuant to CEQA; and

**WHEREAS**, the City of Yuba City on November 1, 2019, published a legal notice in compliance with State law concerning Planning Commission consideration of the Master Plan and related entitlements in the Appeal-Democrat, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of a recommendation regarding the Master Plan and related entitlements. In addition, on or prior to November 1, 2019, a public hearing notice was mailed to each property owner within at least 300 feet of the Project site, as well as to all property owners within the Master Plan area, indicating the date and time of the public hearing regarding the proposed project in accordance with State law; and

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing at the City Council Chambers located at 1201 Civic Center Boulevard on the Master Plan and accompanying General Plan Amendment and Rezoning, on November 13, 2019; and

**WHEREAS**, in conjunction with the public hearing the Planning Commission has reviewed and considered the BSMP, proposed General Plan amendment and preannexation zoning, CEQA documents including the EIR, the staff report, Financing Plan, received oral testimony, and any other relevant information and determined that the proposed BSMP and proposed preannexation zoning are internally consistent with the goals, policies and objectives of the General Plan; and

**WHEREAS**, the Planning Commission now desires to adopt this Resolution recommending to the City Council adopt GPA 14-05, SPA 16-05, and RZ 14-04 for the 741-acre planning area generally located south of Bogue Road, north of Stewart Road, between South Walton Avenue and the Feather River Levee.

**NOW, THEREFORE, BE IT RESOLVED** the Planning Commission of the City of Yuba as follows:

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. Findings. The Planning Commission finds that public necessity, general welfare, good planning practices, and convenience warrant approval of GPA 14-05, SPA 16-05, and Rezoning 14-04.
  - a. *General Plan*: The Planning Commission finds that the project would facilitate and guide growth in accordance with the General Plan, and is consistent with the General Plan goals and policies, any operative plan, or adopted policy. In this regard, the Planning Commission incorporates the analysis of Table 3.10-1 ("City of Yuba City General Plan Consistency – Land Use and Planning") of the EIR and finds that the project is consistent with the General Plan for all the reasons set forth therein. The project does not affect the implementation of the General Plan with respect to surrounding properties.

Approval of the change would assist with the implementation of the Housing Element goals and policies in providing opportunity site for high density and other residential development that would provide necessary housing. The proposed Amendment would support the City's efforts to meet the Regional Housing Need Allocation (RHNA) as directed by the State of California Department of Housing and Community Development



and as required by the City's Housing Element of the General Plan. The RHNA is an effort to meet the affordable housing needs of the State California, including the City of Yuba City. This is considered to be in the public's interest.

b. *Zoning Ordinance*: The proposed project is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare. The project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. Among others:

- i. The project will allow for the creation of high-quality balanced neighborhoods that provide a wide range of housing opportunities, along with a mix of community- and neighborhood-commercial, office, and business/technology-oriented uses.
- ii. The project will provide a framework for maintaining the integrity of surrounding residential neighborhoods by providing connections where necessary and continuing development in a visually compatible manner.
- iii. The project will support the long term operation of adjacent agricultural uses, as well as continued interim agricultural production within the BSMP plan area.
- iv. The project will provide an interconnected modified grid street system that expands upon the existing and adjacent roadways in the plan area to provide adequate and ample travel options for pedestrians, bicyclists, transit, and vehicles.
- v. The project will foster a positive community image through the incorporation of high-quality architectural details and landscaping features.
- vi. The project will coordinate the development of land uses and infrastructure to ensure that the infrastructure can support that development and the development can support the associated costs.
- vii. The project will support Sutter County Local Area Formation Commission (LAFCo) approval for the annexation of the plan area into the City of Yuba City.
- viii. The project will ensure that appropriate funding mechanisms are established to fully fund planned improvements and services over the buildout term without creating a negative fiscal impact to the City's General Fund.

c. *Environmental*. The potential impacts of the proposed project have been assessed as required by CEQA as noted above, and have been determined not to be detrimental to the public health, safety, or welfare.

3. Recommendation for Approval. Based on the information provided above the Planning Commission recommends to the City Council of Yuba City adopt:

- a. General Plan Amendment 14-05, which includes the Land Use and Transportation Elements, as set forth in Exhibit A; and
- b. The Bogue-Stewart Master Plan (SPA 16-05) for the 741-acre area as set forth in Exhibits B; and
- c. Rezoning 14-04 (Preannexation Zoning) for those zoning designations set forth and depicted in Exhibit C.

4. Effective Date of Resolution. This Resolution shall become effective immediately. The Secretary of the Planning Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Yuba City.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on November 13, 2019, by Commissioner \_\_\_\_\_ who moved its adoption, which motion was seconded by Commissioner \_\_\_\_\_ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

\_\_\_\_\_  
Brian Millar, Secretary

Exhibit A: General Plan Amendment 14-05

Exhibit B: Bogue-Stewart Master Plan (SPA 16-05) (Attached separately)

Exhibit C: Rezoning 14-04 (Preannexation Zoning)

# **EXHIBIT "B"**

## **BOGUE-STEWART MASTER PLAN (SPA 16-05)**

**(PROVIDED AS A SEPARATE DOCUMENT)**

# **EXHIBIT "C"**

## **REZONING 14-04 (PREANNEXATION ZONING)**





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

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY RECOMMENDING THE CITY COUNCIL (1) ADOPT THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (2) CERTIFY THE ENVIRONMENTAL IMPACT REPORT (SCH #2017012009) FOR THE PROPOSED BOGUE STEWART MASTER PLAN (A 741-ACRE SPECIFIC PLAN AREA LOCATED SOUTH OF YUBA CITY BETWEEN BOGUE ROAD ON THE NORTH AND STEWART ROAD ON THE SOUTH), INCLUDING GENERAL PLAN AMENDMENT (GPA 14-05), AND REZONING (RZ 14-04), AS WELL AS THE NEWKOM RANCH LARGE AND SMALL LOT SUBDIVISIONS (TSMs 14-06 and 14-07), THE KELLS EAST RANCH LARGE AND SMALL LOT SUBDIVISIONS (TSMs 15-02 AND 15-03), AND DEVELOPMENT AGREEMENTS WITHIN THE PLANNING AREA; AND (3) ADOPT THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM, AND (4) ADOPT A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the project known as the "Bogue-Stewart Master Plan" (Master Plan), a specific plan, is located on approximately 741 acres in south Yuba City between Bogue Road on the north, Stewart Road on the south, South Walton Avenue on the west and the Feather River Levee on the east. The project also includes, within the boundaries of the Master Plan, the Newkom Ranch Subdivisions on approximately 161 acres and the Kells East Ranch Subdivisions on approximately 93.5 acres; and

**WHEREAS**, the Master Plan proposes a mix of uses consisting of low-, medium- and high-density residential uses, neighborhood and community commercial uses, office uses, light industrial uses and public spaces for a K-8 school, parks and drainage detention areas. The project would include up to 1,328 single-family residences and approximately 1,189 multiple-family residences, approximately 473,000 square feet of commercial uses, 108,500 square feet of office uses, and 575,000 square feet of business and light Industrial uses; and

**WHEREAS**, approval of the Master Plan would require approval of General Plan Amendment 14-05, Specific Plan Amendment 16-05 (adopting the Master Plan), and Rezoning 14-04; and

**WHEREAS**, Newkom Ranch, LLC, has submitted the Newkom Ranch Tentative Subdivision Maps for private development within a portion of the Master Plan area consisting of a large lot subdivision (Tentative Subdivision Map (TSM) 14-06) that will create 12 large lots, and four lettered lots to be utilized for public purposes. The 12 lots include a commercial lot, an office lot, a multiple-family residential lot, and nine large lots that will be further subdivided (TSM 14-07) creating 423 single-family residential lots; and

**WHEREAS**, a development agreement between Newkom Ranch, LLC, and the City of Yuba City is also contemplated for the governing of land uses in that area of the Master Plan known as the "Newcom Ranch" area; and

**WHEREAS**, Bains Properties, LP, has submitted the Kells East Ranch Tentative Subdivision Maps, also for private development within a separate portion of the Master Plan area consisting of a large lot subdivision (TSM 15-02) that will create four large lots, and three lettered

lots to be utilized for public purposes. The four lots include, a commercial lot and a multiple-family residential lot, and two large lots that will be further subdivided (TSM 15-03) creating 147 single-family residential lots; and

**WHEREAS**, a development agreement between Baines Properties, LP, and the City of Yuba City is also contemplated for the governing of land uses in that area of the Master Plan known as the "Kells East Ranch" area; and

**WHEREAS**, as a result the following entitlements are being considered for approval:

Master Plan:

- General Plan Amendment 14-05
- Specific Plan Amendment 16-05 (Adopting the Bogue-Stewart Master Plan)
- Rezoning 14-04
- Environmental Impact Report (SCH #2017012009)

Newkom Ranch:

- Development Agreement
- Tentative Subdivision Map 14-06
- Tentative Subdivision Map 14-07

Kells East Ranch:

- Development Agreement
- Tentative Subdivision Map 15-02
- Tentative Subdivision Map 15-03

(collectively "Project"); and

**WHEREAS**, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Environmental Impact Report (SCH #2017012009) (as further defined below, the "EIR") in order to evaluate the proposed Project; and

**WHEREAS**, in compliance with CEQA Section 21080.4, a Notice of Preparation ("NOP") was prepared by the City and distributed for public comment to the State Clearinghouse, Office of Planning and Research, responsible agencies, and other interested parties for a 30-day public review and comment period commencing on January 4, 2017, after which a public scoping meeting was held during the NOP review period on January 18, 2017; and

**WHEREAS**, the draft EIR ("DEIR") was circulated for a 45-day public review and comment period commencing on May 3, 2019, a copy of the DEIR was circulated through the State Clearinghouse (SCH #2017012009), posted on the City's website, and was available at the Sutter County Library in Yuba City and City Hall; and

**WHEREAS**, the public review period for the DEIR ended on June 17, 2017; and

**WHEREAS**, a Final EIR (FEIR) was prepared on the proposed Project consistent with CEQA Guidelines Section 15088(b), which addressed comments received on the DEIR, responses to those comments, as well as any appropriate revisions and clarifications to the DEIR; and



**WHEREAS** the City of Yuba City on November 1, 2019, published a legal notice in compliance with State law concerning Planning Commission consideration of the EIR in the Appeal-Democrat, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of a recommendation for the EIR. In addition, on or prior to November 1, 2019, a public hearing notice was mailed to each property owner within at least 300 feet of the Project site, as well as to all property owners within the Master Plan area, indicating the date and time of the public hearing regarding the proposed Project (including the EIR) in accordance with State law; and

**WHEREAS**, on November 13, 2019, the Planning Commission conducted a duly noticed public hearing on the EIR as defined below, at which time it received input from City Staff, the City Attorney's office, and the developers; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission of the City of Yuba City, after which public testimony was closed; and

**WHEREAS**, the Planning Commission has reviewed the EIR and all associated documents prepared for the project, the staff reports pertaining to the EIR, and all of the evidence received by the Planning Commission; and

**WHEREAS**, Section 21000 of the *Public Resources Code* and Section 15000 *et. seq.* of Title 14 of the California Code of Regulations ("CEQA Guidelines") which govern the preparation, content, and processing of environmental impact reports, have been fully implemented in the preparation of the EIR; and

**WHEREAS**, the EIR identified certain significant and potentially significant adverse effects on the environment caused by the Master Plan and the associated subdivisions; and

**WHEREAS**, the Planning Commission desires, in accordance with CEQA, to recommend the City Council declare that, despite the occurrence of significant environmental effects that cannot be substantially lessened or avoided through adoption of feasible mitigation measures or feasible alternatives, there exist certain overriding economic, social, technical, and other considerations for approving the project that the Council believes justify the occurrence of those impacts; and

**WHEREAS**, CEQA (Guidelines Section 15043) affirms the City Council's authority to approve a project even though it may cause significant effects on the environment so long as the Council makes a fully informed and publicly disclosed decision that there is no feasible way to lessen or avoid the significant effects (CEQA Guidelines Section 15091) and that there are specifically identified expected benefits from the project that outweigh the policy of reducing or avoiding significant environmental impacts of the project (CEQA Guidelines Section 15093).

**WHEREAS**, after deliberation and consideration of all relevant items, the Planning Commission desires to recommend the City Council (1) adopt the findings required by CEQA Guidelines, section 15091; (2) certify the EIR; (3) adopt the proposed mitigation monitoring and reporting program ("MMRP"), and (4) adopt a statement of overriding considerations, pursuant to CEQA; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** the Planning Commission of the City of Yuba City resolves as follows:



1. Recitals. The Planning Commission hereby specifically finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. EIR Contents. The EIR consists of the following:
  - a. The FEIR including any attached appendices;
  - b. The DEIR including attached appendices;
  - c. The Notice of Preparation and comments received in response to the Notice of Preparation;
  - d. The Mitigation Monitoring and Reporting Plan ("MMRP");
  - e. Additions and corrections to the remaining portions of the DEIR that have been made pursuant to public comments and DEIR review including all appendices attached thereto;
  - f. Comments received on the DEIR with responses to each of the comments made;
  - g. The Notice of Completion and Availability of the DEIR for public review; and
  - h. Any other information added by the Lead Agency.

(All hereafter collectively referred to as the "EIR").

3. Accompanying Documents To EIR. Documents that shall accompany and be part of the EIR are:
  - a. Mitigation Monitoring and Reporting Program;
  - b. Findings of Fact; and
  - c. Statement of Overriding Considerations.
4. Certification Of Compliance With California Environmental Quality Act. The Planning Commission does hereby find that the EIR (Exhibit "A" to this Resolution, a copy which is on file with the City's Development Services Department), the Findings of Fact and the Statement of Overriding Considerations (Exhibit "B" to this Resolution), and the Mitigation Monitoring and Reporting Program (Attachment "A" to Exhibit "B" to this Resolution) have been prepared in accordance with requirements of the California Environmental Quality Act, and the CEQA Guidelines.
5. CEQA Findings of Fact, Mitigation Monitoring And Reporting Program and Statement of Overriding Considerations.
  - a. *Recommendation to Adopt Findings of Fact*. The Planning Commission does hereby recommend to the City Council that it approve, accepts as its own, incorporate as if set forth in full herein, and make each and every one of the findings contained in the Findings of Fact, Exhibit "B" of this Resolution.
  - b. *Recommendation to Certify Environmental Impact Report*. The Planning Commission hereby recommends to the City Council that it certify that (1) the EIR has been completed in compliance with CEQA; (2) that it has reviewed and considered the information contained in the EIR prior to approving the project; and (3) that the EIR reflects the City Council's independent judgment and analysis.
  - c. *Recommendation Regarding Feasible and Binding Effect of Mitigation Monitoring and Reporting Program*. As more fully identified and set forth in EIR and in the Findings of Fact for this Project, which is Exhibit "B" to this Resolution, the Planning Commission

hereby recommends to the City Council that it find that the mitigation measures described and specifically identified in the above referenced documents are feasible and shall become binding upon the entity (such as the project proponent or the City) assigned thereby to implement the particular mitigation measures as identified in the Mitigation Monitoring and Reporting Program.

- d. *Recommendation to Adopt Statement of Overriding Considerations.* Even after the adoption of all feasible mitigation measures and, certain significant or potentially significant environmental effects caused by the proposed modified Project directly, or cumulatively, will remain. The proposed Project has been carefully reviewed and the policies included in the proposed Project along with the mitigation measures identified in the EIR have avoided or substantially lessen several environmental impacts, to the extent feasible. Nonetheless, the proposed Project may have certain environmental effects which cannot be avoided or substantially lessened. The City has carefully considered all of the environmental impacts that have not been mitigated to an insignificant level. Therefore, the Planning Commission hereby recommends that the City Council issue and approve a Statement of Overriding Considerations in the form set forth in Exhibit "B," which identifies the specific economic, legal, social, technological and other considerations that render the unavoidable significant adverse environmental effects acceptable, either in its current form or as may be modified or amended by the City Council. Additionally, the Planning Commission also recommends that the City Council issue and approve a Statement of Overriding Considerations in the form set forth in Exhibit "B" identifying the changes or alterations that are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by such other agency or can and should be adopted by such other agency, and that they render the unavoidable significant adverse environmental effects acceptable, either in its current form or as may be modified or amended by the City Council.
- e. *Recommendation to Adopt Mitigation Monitoring and Reporting Program.* As required by applicable State law, the Planning Commission hereby recommends to the City Council that it adopt the Mitigation Monitoring and Reporting Program set forth in Attachment "A" to Exhibit "B" of this Resolution. The Planning Commission finds that the Program is designed to ensure that, during project implementation, the City and any other responsible parties implement the project components and comply with the mitigation measures identified in the Findings of Fact and the Mitigation Monitoring and Reporting Program.

- 6. Effective Date of Resolution. This Resolution shall become effective immediately. The Secretary of the Planning Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Yuba City.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on November 13, 2019, by Commissioner \_\_\_\_\_ who moved its adoption, which motion was seconded by Commissioner \_\_\_\_\_ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

---

Brian Millar, Secretary

Exhibit A: Environmental Impact Report (provided as a separate document).

Exhibit B: CEQA Findings of Fact which include: Impacts Determined to be Less Than Significant;  
Impacts Mitigated to Less Than Significant; Significant Unavoidable Adverse Impacts;  
Alternatives Considered and Rejected; and Statement of Overriding Considerations.

Attachment A: Mitigation Monitoring and Reporting Program.



# **EXHIBIT "A"**

## **ENVIRONMENTAL IMPACT REPORT** **(PROVIDED AS A SEPARATE DOCUMENT)**

**EXHIBIT “B”**

**CEQA FINDINGS OF FACT**

**With Mitigation Monitoring  
And Reporting Program as Attachment “A”**

# BOGUE-STEWART MASTER PLAN EIR

CEQA Findings of Fact and Statement of Overriding  
Considerations  
SCH No. 2017012009

Prepared for  
City of Yuba City

November 2019







# BOGUE-STEWART MASTER PLAN EIR

CEQA Findings of Fact and Statement of Overriding  
Considerations  
SCH No. 2017012009

Prepared for  
City of Yuba City

November 2019

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# TABLE OF CONTENTS

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## Bogue Stewart Master Plan - CEQA Findings of Fact and Statement of Overriding Considerations

	<u>Page</u>
<b>1 Introduction.....</b>	<b>1</b>
<b>2 Description of the Project .....</b>	<b>3</b>
2.1 Background and Need for the Project.....	3
2.2 Project Objectives.....	3
2.3 Characteristics of the Project.....	4
2.4 City of Yuba City Discretionary Approvals .....	6
2.5 Sutter LAFCo Discretionary Approvals.....	6
2.6 Trustee and Responsible Agencies .....	6
<b>3 Procedural Findings .....</b>	<b>7</b>
<b>4 Record of Proceedings .....</b>	<b>8</b>
<b>5 Findings Required Under CEQA.....</b>	<b>9</b>
5.1 Preliminary Findings .....	10
5.2 Less-Than-Significant Impacts and Areas of No Impact.....	13
5.3 Significant Impacts Sufficiently Reduced Through Mitigation Measures.....	18
5.4 Significant and Unavoidable Impacts.....	43
5.5 Findings Regarding Project Alternatives.....	58
<b>6 Statement of Overriding Considerations .....</b>	<b>65</b>
6.1 Conclusion and Findings .....	66
<b>7 Mitigation Monitoring and Reporting Program .....</b>	<b>67</b>

### Attachment

- A. Mitigation Monitoring and Reporting Program

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# **BOGUE-STEWART MASTER PLAN**

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## **CEQA Findings of Fact and Statement of Overriding Considerations**

### **1 Introduction**

These findings have been prepared on behalf of the City of Yuba City (City) (the lead agency) for the Bogue Stewart Master Plan (BSMP), for which an environmental impact report (EIR) was prepared pursuant to California Environmental Quality Act (CEQA, California Public Resources Code, Section 21000, et seq.). Approval of a project with significant impacts requires that findings be made by the lead agency pursuant to CEQA, and the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3) Sections 15043, 15091, and 15093. CEQA Guidelines Section 15092(b) requires that one of the following findings or actions be completed for each significant impact of a project: (1) the significant impact is mitigated to a less-than-significant level pursuant to the mitigation measures identified in the EIR; or (2) if there is a residual significant impact after implementation of mitigation measures identified in the EIR, a Statement of Overriding Consideration is completed, supported by substantial evidence in the administrative record, which includes the documents, materials, and other evidence.

These findings are organized as follows:

- **Findings for Less-Than-Significant Impacts and those identified as No Impact:** This section provides the City’s findings associated with impacts identified as “no impact” or “less than significant” in the EIR.
- **Findings for Significant, Potentially Significant, and Cumulatively Significant Impacts Reduced to Less Than Significant through Mitigation Measures:** This section provides the City’s findings with respect to impacts identified as significant or potentially significant that are reduced to less than significant through the adoption of feasible mitigation measures identified in the EIR. These findings are made pursuant to Public Resources Code Section 21081(a) and CEQA Guidelines Section 15091.
- **Findings for Significant and Unavoidable Impacts:** This section provides the City’s findings with respect to impacts determined to be significant and unavoidable whether or not there are feasible mitigation measures. These findings are made pursuant to Public Resources Code Section 21081(a) and CEQA Guidelines Section 15091.
- **Findings Associated with Project Alternatives:** This section sets forth the City’s findings with respect to alternatives to the project that were evaluated in the EIR. These findings are made pursuant to Public Resources Code Section 21081(a) and CEQA Guidelines Section 15091.



- **Statement of Overriding Considerations:** This section sets forth the City’s “statement of overriding considerations” concerning the project and the acceptance of its significant and unavoidable impacts pursuant to Public Resources Code Section 21081(b) and CEQA Guidelines Section 15093.
- **Mitigation Monitoring and Reporting Program:** This section includes the Mitigation Monitoring and Reporting Program (MMRP) for mitigation measures proposed for adoption. In adopting these findings, the City hereby commits to implement the MMRP pursuant to CEQA Guidelines Section 15097. The MMRP is included in **Attachment A**.

Public Resources Code Section 21081 and CEQA Guidelines Section 15091 state that no public agency shall approve or carry out a project for which a certified EIR identifies one or more significant environmental effects of the project, unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings, which must be supported by substantial evidence in the record, include:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the EIR.

When making the findings required in subdivision (1), the agency shall also adopt a program for reporting on or monitoring the changes required in the project to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

The mitigation measures required of the BSMP project are listed in the MMRP (Attachment A). The MMRP is adopted concurrently with these findings, as required by CEQA Section 21081.6(a)(1), and will be implemented throughout all phases of the project, including design, construction, and operation. The City will use the MMRP to track compliance with all mitigation measures.

These findings constitute the City’s evidentiary and policy basis for its decision to approve the BSMP project in a manner consistent with CEQA. These findings are not merely informational, but constitute a binding set of obligations that will come into effect when the City approves the project (Public Resources Code Section 21081.6(b)). The mitigation measures identified as feasible and within the City’s authority to implement for the approved project become part of the MMRP. The City will enforce implementation of the mitigation measures. The City of Yuba City, upon review of the EIR (which includes both the Final and the Draft EIR) and based on all the information and evidence in the administrative record, hereby makes the findings set forth herein.

## 2 Description of the Project

### 2.1 Background and Need for the Project

The plan area is located along State Route 99 (both the east and west sides) in unincorporated Sutter County and is generally bounded by Bogue Road to the north, the Feather River West Levee to the east, Stewart Road to the south, and South Walton Avenue to the west. The BSMP Area is bordered by urban and agricultural uses to the north, west, and south, and the Feather River West Levee to the east.

The BSMP proposes a mix of master planned residential, retail, and industrial uses, and public/semi-public facilities, including a school, parks, and open space land uses. The proposed project is located in unincorporated Sutter County outside of the City of Yuba City's sphere of influence (SOI). The City of Yuba City is processing the application for the Master Plan and associated approvals, including annexation to the City's SOI, which must occur before the Master Plan could be developed.

The BSMP is within an area anticipated for inclusion in the expanded Yuba City SOI. The BSMP provides a long-range vision for the development of an approximately 741-acre mixed-use community that would include a variety of land uses, including low-, medium-low-, and medium-high-density residential uses, along with community commercial, neighborhood commercial, office, business and light industrial, park, and public uses.

The purpose of the BSMP project is to provide guidance for an orderly and cohesive planned community consistent with the Yuba City General Plan and Yuba City zoning regulations for future annexation into the City. The proposed BSMP combines elements from the Yuba City General Plan and zoning regulations in a comprehensive manner that establishes the regulatory structure to guide development directly adjacent to the southern edge of the City.

The proposed BSMP would be the primary land use, policy, and regulatory document used to guide the overall development of the plan area. It would also function as the BSMP area's zoning mechanism, regulating allowed uses, development standards, design expectations, and guidance on roadway alignment and right-of-way to correspond with the neighborhood pattern in existing residential neighborhoods adjacent to the plan area.

The proposed BSMP would establish a development framework for land use, mobility, utilities and services, resource protection, and implementation to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities proposed within the plan area would be required to be consistent with the proposed BSMP.

### 2.2 Project Objectives

As required under State CEQA Guidelines section 15124(b) the following are the objectives sought by the proposed project. These objectives establish the underlying purpose of the project, provide a framework for the City of Yuba City to develop a reasonable range of alternatives to the project. The objectives of the project are to:

- Create high-quality balanced neighborhoods that provide a wide range of housing opportunities, along with a mix of community- and neighborhood-commercial, office, and business/technology-oriented uses.
- Maintain the integrity of surrounding residential neighborhoods by providing connections where necessary and continuing development in a visually compatible manner.
- Support the long term operation of adjacent agricultural uses, as well as continued interim agricultural production within the BSMP plan area.
- Provide an interconnected modified grid street system that expands upon the existing and adjacent roadways in the plan area to provide adequate and ample travel options for pedestrians, bicyclists, transit, and vehicles.
- Foster a positive community image through the incorporation of high-quality architectural details and landscaping features.
- Coordinate the development of land uses and infrastructure to ensure that the infrastructure can support that development and the development can support the associated costs.
- Support Sutter County Local Area Formation Commission (Sutter LAFCo) approval for the annexation of the plan area into the City of Yuba City.
- Ensure that appropriate funding mechanisms are established to fully fund planned improvements and services over the 20-year buildout term without creating a negative fiscal impact to the City's General Fund.

## 2.3 Characteristics of the Project

### **Bogue-Stewart Master Plan**

The purpose of the proposed BSMP is to provide guidance for an orderly and cohesive planned community consistent with the Yuba City General Plan and Yuba City zoning regulations for future annexation into the City. The proposed BSMP combines elements from the Yuba City General Plan and zoning regulations in a comprehensive manner that establishes the regulatory structure to guide development directly adjacent to the southern edge of the City. The proposed plan would provide for the future development of 741 acres as a planned community with a mix of residential, commercial, office/business, park and recreational sites, and public facilities.

The proposed BSMP would provide direction for land use and community design, mobility, utilities, public services, and implementation. It would also function as the BSMP area's zoning mechanism, regulating allowed uses, development standards, design expectations, and guidance on roadway alignment and right-of-way to correspond with the neighborhood pattern in existing residential neighborhoods adjacent to the plan area.

The proposed BSMP would be the primary land use, policy, and regulatory document used to guide the overall development of the plan area. It would establish a development framework for land use, mobility, utilities and services, resource protection, and implementation to promote the systematic and orderly development of the plan area. All subsequent development projects and related



activities proposed within the plan area would be required to be consistent with the proposed BSMP. With adoption of the BSMP, approximately 255 acres of the site are proposed for immediate subdivision; tentative maps for Phase 1 (Newkom Ranch) and Phase 2 (Kells East Ranch) are included as part of this project.

## **Sphere of Influence Amendment**

The entirety of the 741-acre plan area is proposed to be included in the City of Yuba City's SOI using a SOI amendment (SOIA). Consistent with the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Sutter LAFCo is the lead agency to consider and approve any SOIA within the county. This document is meant to provide the environmental analysis needed so that Sutter LAFCo can make an appropriate determination regarding this action.

## **Annexation**

The proposed project includes annexation of 255 acres to the City of Yuba City (Phase 1 and Phase 2 as shown on Figure 2-5 in Draft EIR Chapter 2, Project Description). Annexation can only occur if and once Sutter LAFCo has approved an SOIA, however, this may happen shortly after the SOIA is approved. Sutter LAFCo is the responsible agency for the annexation request. It is anticipated that the Sutter LAFCo would use this EIR in its decision making process, as required under CEQA. Sutter LAFCo policies and procedures are discussed in Section 3.11, Land Use and Planning.

## **General Plan Map Amendments**

The plan area is currently located in the unincorporated area of Sutter County. The Yuba City General Plan designates the plan area as an Agricultural/Rural area outside of the City limits and the Yuba City SOI, subject to Sutter County General Plan land use designation and zoning.

Assuming Sutter LAFCo approval of Phase 1 and 2 annexations to the City of Yuba City, all subsequent development within these areas would need to be consistent with the proposed BSMP, as well as the City's General Plan, and Yuba City Municipal Code, policies, and design guidelines, as applicable. Part of the application to Sutter LAFCo includes a land use plan of the entire plan area. Thus, the City would amend its General Plan map to include the plan area, and to reflect the General Plan land use assigned to parcels within the plan area in the proposed BSMP.

## **Zoning Amendments**

The plan area is currently zoned by Sutter County for Agriculture, Estate Residential, Commercial-Industrial, and Single-Family Residential. Assuming Sutter LAFCo approval of the SOIA, the entire plan area would be pre-zoned by the City of Yuba City.

## **Development Agreements**

The City and project applicants may execute development agreements to implement the BSMP. Development agreements allow developers to complete long-term development projects as approved, regardless of future intervening changes in local regulations. The proposed

development agreements would include commitments to project entitlements and development standards consistent with the BSMP, as well as other administrative and/or financial aspects of developing the plan area. Initial draft development agreements would be negotiated prior to project approval and included in all other BSMP entitlements presented to the City for approval.

## 2.4 City of Yuba City Discretionary Approvals

Pursuant to Public Resources Code section 21165, and sections 15050 and 15367 of the State CEQA Guidelines, the City of Yuba City is the Lead Agency for the proposed BSMP. To implement the proposed plan, Yuba City must certify the EIR, adopt CEQA Findings, and a Statement of Overriding Considerations, as well as approve or adopt the following discretionary entitlements:

- Bogue-Stewart Master Plan,
- General Plan Amendment, various elements
- Pre-Zoning, Tentative Subdivision Maps – Small and Large Lot,
- Public Facilities Financing Plan,
- Water Supply Assessment,
- Community Facilities District program, and
- Development Agreements.

## 2.5 Sutter LAFCo Discretionary Approvals

Sutter LAFCo is a Responsible Agency for approving the SOIA and the reorganization actions (annexation to Yuba City and Gilsizer County Drainage District and detachment from Sutter County and detachment from Sutter Fire County Service Area G).

## 2.6 Known Responsible and Trustee Agencies

The City, project applicant, subsequent plan area developers, and/or builders/contractors would be required to obtain all permits, as required by law. The EIR may also be used by Responsible Agencies and Trustee Agencies having discretionary approval authority over implementation of elements of the proposed BSMP. Responsible Agencies are public agencies other than the Lead Agency that have discretionary approval authority over the proposed BSMP or an aspect of the proposed BSMP (State CEQA Guidelines section 15381). Under CEQA a Trustee Agency is a state agency having jurisdiction by law over natural resources affected by a project which are held in trust for the people of State of California.<sup>1</sup> The following agencies are Responsible and/or Trustee Agencies with discretionary authority over approval of certain project elements:

- California Department of Fish and Wildlife: review and permitting of activities affecting natural resources pursuant to the California Fish and Game Code.

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<sup>1</sup> See Public Resources Code section 21070 and State CEQA Guidelines section 15386. Potential Trustee Agencies include the California Department of Fish and Wildlife, State Lands Commission, Department of Parks and Recreation, and the University of California Natural Reserve System.

- Central Valley Regional Water Quality Control Board: authorizations pursuant to the Porter-Cologne Act, implementation of National Pollutant Discharge Elimination System (NPDES) water quality requirements, and certification of activities carried out under Sections 401 and 404 for the federal Clean Water Act, for effects related to water and wetland resources
- Feather River Air Quality Management District: regulation of construction activities and operation of facilities pursuant to the federal and state Clean Air Acts.
- Central Valley Flood Protection Board: oversight of potential work near the Feather River levee within open space lands listed as Parcel 50.
- California Department of Transportation (Caltrans): Encroachment permits for proposed work on SR 99.
- Levee District No. 1 of Sutter County: Potential work near the Feather River levee within open space lands listed as Parcel 50.
- Gilsizer County Drainage District: Potential Encroachment Permit for work within Gilsizer Slough within open space lands listed as Parcels 6, 7, 8, and 9a and SOIA and annexation of the areas which drain into Gilsizer Slough prior to recordation of the maps (**Figure 2-15**). Approximately 544 acres of land could be annexed to the District as maps are recorded.
- Yuba City Unified School District: Annexation of the plan area into Community Facilities District No. 1.
- County of Sutter: Encroachment permits for work on County roadways.

## Other Agencies

The following are additional regulatory agencies that would have jurisdiction, by law, over resources affected by the project:

- United States Army Corp of Engineers: Section 404 of the Clean Water Act addressing effects to waters of the U.S., including wetlands
- United States Fish and Wildlife Service: authorizations pursuant to the federal Endangered Species Act, for effects related to federally-listed flora and fauna

## Ministerial Approvals

The proposed project may require the following additional approvals from the City of Yuba City or other regional agencies: final maps, building permits, encroachment permits, improvement plan approvals, lot line adjustments, zoning clearances, and other actions related to the proposed development of individual projects within the proposed BSMP. However, these approvals are ministerial in nature and not subject to CEQA (CEQA Guidelines section 15268(a)).

## 3 Procedural Findings

The City, as Lead Agency, finds as follows:

- Yuba City prepared and filed a Notice of Preparation (NOP) for an EIR on January 4, 2017 for the BSMP project. The NOP was sent to the California State Clearinghouse, responsible



agencies, interested parties and organizations, and private organizations and individuals that could have interest in the project. The NOP was available at the City of Yuba City's Development Services Department office at 1201 Civic Center Boulevard, Yuba City, CA 95993.

- The City completed and distributed a Draft EIR for the project; it was released on May 3, 2019 for public review and comment for a 45-day period, which concluded on June 17, 2019. The Draft EIR was posted at the State Clearinghouse and the Notice of Availability was published in the Appeal-Democrat on May 3, 2019. The Draft EIR was available at the City of Yuba City's Development Services Department office at 1201 Civic Center Boulevard, Yuba City, CA 95993.
- The City received five written comment letters during the comment period on the Draft EIR for the project listed in Table 1-1 of the Final EIR. The Final EIR contains responses to these comments, including a summary of each comment and the complete comment letter. Based on the comments received, edits were made to the Draft EIR as set forth in Chapter 2 of the Final EIR. Responses to agency comments were provided to each commenting agency on November 6, 2019.

## 4 Record of Proceedings

In accordance with CEQA Section 21167.6(e), the record of proceedings for the City's decision on the BSMP project includes, without limitation, the following documents:

- The NOP (January 4, 2017) and all other public notices issued by the City in conjunction with the scoping period for the project (provided in Appendix A of the Draft EIR);
- All comments submitted by agencies or members of the public during the scoping comment period on the NOP (provided in Appendix A of the Draft EIR);
- The Draft EIR (May 3, 2019) for the project (State Clearinghouse No. 2019012009);
- All comments submitted by agencies or members of the public during the comment period on the Draft EIR (provided in Chapter 3 of the Final EIR);
- Responses to agency comments on the Draft EIR (provided in Chapter 3 of the Final EIR).
- The Final EIR for the project;
- Documents cited or referenced in the Draft and Final EIRs;
- The Mitigation Monitoring and Reporting Program (MMRP) for the project (Attachment A to these Findings);
- The Notice of Completion and Availability of the Draft EIR for public review;
- All findings and resolutions adopted by the City in connection with the project and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the project prepared by the City, consultants to the City, or responsible or trustee agencies

with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the project;

- All documents submitted to the City by other public agencies or members of the public in connection with the project up through final consideration of project approval;
- All minutes and/or verbatim transcripts, as available, of all public meetings held by the City in connection with the project;
- Any documentary or other evidence submitted to the City at such public meetings, and any other information added by the City as Lead Agency;
- Any other materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e).

The official custodian of the documents comprising the record of proceedings is the Yuba City Development Services Department, located at 1201 Civic Center Boulevard, Yuba City, CA 95993. All files have been available to the Department and the public for review in considering these findings and whether to approve the project.

## 5 Findings Required Under CEQA

Sections 5.1 through 5.4 below contain the City's findings with respect to the environmental impacts of the project pursuant to the requirements of Public Resources Code 21081 and CEQA Guidelines Sections 15091 and 15097.

The EIR is comprised of the following materials:

- The Final EIR;
- The Draft EIR including all technical appendices attached;
- The Notice of Preparation, including comments received in response to the Notice of Preparation;
- The MMRP;
- Additions and corrections to the remaining portions of the Draft EIR that have been made pursuant to Public Comments and Draft EIR review including all technical appendices attached thereto;
- Comments received on the Draft EIR with Responses to each of the Comments made; and
- The Notice of Completion and Availability of the Draft EIR for public review.

Documents that shall accompany and be part of the EIR are:

- MMRP;
- Findings of Fact; and
- Statement of Overriding Considerations.

The EIR, is hereby incorporated by reference into these findings without limitation. This incorporation is intended to address the scope and nature of mitigation measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, and the reasons for approving the project despite the potential for associated significant and unavoidable impacts.

## 5.1 Preliminary Findings

### **Lead Agency**

The City is the “Lead Agency” for the proposed project, and evaluated the EIR. The City finds that the EIR was prepared in compliance with CEQA and the CEQA Guidelines. The City finds that it has independently reviewed and analyzed the EIR for the proposed project, that the Draft EIR which was circulated for public review reflected its independent judgment, the Final EIR reflects the independent judgment of the City, and that the EIR reflects the independent judgment of the City.

### **Public Review Provided**

The City finds that the EIR provides objective information to assist the decision-makers and the public at large in their consideration of the environmental consequences of the proposed project. The public review period provided all interested jurisdictions, agencies, private organizations, and individuals the opportunity to submit comments regarding the Draft EIR. The Final EIR was prepared after the review period and responds to comments made during the public review period.

### **Purpose of Errata and Corrections; Clerical Errors**

Textual refinements and Errata (including corrections and additions to the Draft EIR) were compiled and presented to the decision-makers for review and consideration. City decision-makers and the interested public/agencies have been notified of each textual change in the various documents associated with project review of the proposed project. These textual refinements arose for a variety of reasons. First, it is inevitable that draft documents would contain errors and would require clarifications and corrections. Second, textual clarifications were necessitated to describe refinements suggested as part of the public participation process. The changes and modifications made to the EIR after the Draft EIR was circulated for public review and comment do not individually or collectively constitute significant new information within the meaning of Public Resources Code section 21092.1 or CEQA Guidelines section 15088.5.

### **Clerical Errors**

The City recognizes that the EIR may contain clerical errors. The City reviewed the entirety of the EIR and bases its determination on the substance of the information it contains.

### **Evaluation and Response to Comments**

The City evaluated comments on environmental issues received from persons who reviewed the Draft EIR. In accordance with CEQA, the City prepared written responses describing the disposition of significant environmental issues raised. The Final EIR provides an adequate, good-faith and reasoned response to the comments. The City reviewed the comments received and

responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information regarding environmental impacts to the Draft EIR. The City has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these Findings, concerning the environmental impacts identified and analyzed in the EIR.

## **Recirculation of Final EIR Not Required**

The Final EIR documents changes to the Draft EIR. The Final EIR incorporates information obtained and produced after the Draft EIR was completed, and the Final EIR contains additions, clarifications, and modifications to the Draft EIR. The City has reviewed and considered the Final EIR and all of this information. The new information added to the EIR does not involve a new significant environmental impact, a substantial increase in the severity of an environmental impact, or a feasible mitigation measure or alternative considerably different from others previously analyzed that the project sponsor declines to adopt and that would clearly lessen the significant environmental impacts of the project. No information indicates that the Draft EIR was inadequate or conclusory or that the public was deprived of a meaningful opportunity to review and comment on the Draft EIR or the project. Specifically, the City finds that the information was not “significant new information” as contemplated by CEQA Guidelines section 15088.5, and does not show:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented;
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
- (4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Thus, recirculation of the Draft EIR is not required.

## **MMRP; Mitigation Measures**

CEQA requires the Lead Agency approving a project to adopt a MMRP or the changes to the project which it has adopted or made a condition of project approval to ensure compliance with the mitigation measures during project implementation. The mitigation measures included in the EIR as certified by the City as adopted by the City serves that function. The MMRP includes all of the mitigation measures and project design features adopted by the City in connection with the approval of the proposed project and has been designed to ensure compliance with such measures during implementation of the proposed project. In accordance with CEQA, the MMRP provides the means to ensure that the mitigation measures are fully enforceable.



In accordance with the requirements of Public Resources Section 21081.6, the City hereby adopts the MMRP. The mitigation measures identified for the proposed project were included in the Draft EIR and Final EIR to mitigate or avoid significant effects on the environment and has been designed to ensure compliance during project implementation. As revised, the final mitigation measures for the proposed project are described in the MMRP. Each of the mitigation measures identified in the MMRP is incorporated into the proposed project and made a condition of approval for permits, required by agreement, or other measures to ensure the MMRP is fully enforceable. The City finds that the impacts of the proposed project have been mitigated to the extent feasible by the mitigation measures identified in the MMRP.

### **Substantial Evidence**

The City finds and declares that substantial evidence for each and every finding made herein is contained in the EIR, which is incorporated herein by this reference, or is in the record of proceedings in the matter.

### **Entirety of Action**

The City is certifying an EIR for, and is approving and adopting findings for, the entirety of the actions described in these Findings and in the EIR as comprising the proposed project.

### **Programmatic and Project EIR**

The EIR is both a program and a project level EIR for purposes of environmental analysis of the proposed project. In addition to assessing the full BSMP at the programmatic level, as a project EIR the EIR examines the environmental effects of a specific project – in this case the first two phases of the Project (Newkom Ranch and Kells East Ranch). The EIR serves as the primary environmental compliance document for entitlement decisions regarding the proposed project by the City and other regulatory jurisdictions.

### **Effect of Public Comments**

The City finds that none of the public comments to the Draft EIR or subsequent public comments or other evidence in the record, including any changes in the proposed project in response to input from the community, include or constitute substantial evidence that would require recirculation of the EIR prior to certification of the EIR and that there is no substantial evidence elsewhere in the record of proceedings that would require substantial revision of the EIR prior to its certification, and that the EIR need not be recirculated prior to its certification.

### **Independent Review of Record**

The City Council, after receiving a recommendation from the Planning Commission, certifies that the EIR has been completed in compliance with CEQA. The City Council has independently reviewed the record and the EIR prior to certifying the EIR and approving the project. By adopting these Findings, the City Council on behalf of the City confirms, ratifies, and adopts the findings and conclusions of the EIR as supplemented and modified by these Findings. The EIR and these Findings represent the independent judgment and analysis of the City and the City Council.

## Adequacy of EIR to Support Approval of the Proposed Project

The City certifies that the EIR is adequate to support all actions in connection with the approval of the proposed project. The City Council certifies that the EIR is adequate to support approval of the proposed project described in the EIR, each component and phase of the proposed project described in the EIR, any variant of the project described in the EIR, any minor modifications to the proposed project or variants described in the EIR, as well as all components of the proposed project.

## Specific Findings of Impact Below

In accordance with Public Resources Code section 21081 and CEQA Guidelines sections 15091 and 15092, the City makes the specific findings required by CEQA with respect to each area of potential environmental impact as further set forth in this Section of these Findings. These Findings do not repeat the full discussions of environmental impacts, mitigation measures, and related explanations contained in the EIR. The City ratifies, adopts, and incorporates, as though fully set forth, the analysis, explanation, findings, responses to comments and conclusions of the EIR. The City adopts the reasoning of the EIR, staff reports, and presentations provided by the staff and the project sponsor as may be modified by these Findings.

## 5.2 Less-Than-Significant Impacts and Areas of No Impact

The City finds that, based upon substantial evidence in the record, as discussed below, the EIR properly identified items as “no impact” and those impacts identified as “less than significant,” and finds that those impacts have been described accurately and are less than significant as so described in the EIR. The City also finds that, based on substantial evidence in the record, that the Draft EIR “Issues or Potential Impacts Not Discussed Further” sections that identified issue areas or thresholds of significance either are not applicable to the BSMP project and that no impact related to the issue area or threshold of significance would occur. These findings apply to the following impacts evaluated in the EIR resulting in a determination of “no impact” or “less than significant impact.”

### Agriculture, EIR Section 3.2

**Impact 3.2-2:** The proposed BSMP would involve other changes in the existing environment which, due to their location or nature, could result in indirect conversion of Farmland to non-agricultural use.

### Air Quality, EIR Section 3.3

**Impact 3.3-4:** Traffic associated with development under the proposed BSMP could result in exposure of persons to substantial localized carbon monoxide concentrations.

**Impact 3.3-6:** Land uses to be developed under the proposed BSMP could result in exposure of substantial persons to objectionable odors.

**Impact 3.3-9:** The proposed BSMP could contribute to cumulative increases in CO concentrations.

## **Geology, Soils, Mineral Resources and Paleontological Resources, EIR Section 3.6**

**Impact 3.6-1:** Development pursuant to the proposed BSMP would not expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving strong seismic ground shaking or seismic related ground failure, such as liquefaction.

**Impact 3.6-2:** The proposed project would not result in substantial soil erosion or the loss of topsoil.

**Impact 3.6-3:** The BSMP project would not result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse due to being located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project.

**Impact 3.6-4:** Development pursuant to the proposed BSMP could be located on expansive soil, as defined in California Building Code, creating substantial risks to life or property.

**Impact 3.6-5:** The proposed project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

**Impact 3.6-6:** The proposed project combined with other cumulative development would not contribute to a cumulative increase in substantial soil erosion or the loss of topsoil.

**Impact 3.6-7:** The proposed project could directly or indirectly destroy unique paleontological resource or site or unique geologic feature.

## **Greenhouse Gas Emissions and Energy, EIR Section 3.7**

**Impact 3.7-2:** Development pursuant to the proposed BSMP would increase demand for energy, specifically electricity and natural gas, which could cause significant environmental effects.

**Impact 3.7-4:** The proposed BSMP, in combination with other cumulative development, would contribute to cumulative increases in demand for energy.

## **Hazards, EIR Section 3.8**

**Impact 3.8-1:** Development pursuant to the proposed BSMP could create a significant hazard to the public or the environment through the routine transport, use, disposal, or accidental release of hazardous materials.

**Impact 3.8-3:** Demolition or renovation activities related to implementation of the proposed BSMP could expose people to asbestos-containing materials (ACM), lead-containing paint (LBP), polychlorinated biphenyls (PCBs), or other hazardous building materials.

**Impact 3.8-4:** Construction and operation of development pursuant to the proposed BSMP could emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

**Impact 3.8-6:** Development pursuant to the proposed BSMP would be located within two miles of a public airport or public use airport, and could result in a safety hazard for people residing or working in the project area.

**Impact 3.8-8:** Implementation of the proposed project, in combination with other cumulative development, could contribute to cumulative impacts by creating a significant hazard to the public or the environment through the routine transport, use, disposal, or accidental release of hazardous materials.

**Impact 3.8-9:** Implementation of the proposed BSMP, in combination with other cumulative development, could contribute to cumulative impacts by emitting hazardous emissions or handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

**Impact 3.8-10:** Implementation of the proposed BSMP, in combination with other cumulative development, could contribute to cumulative impacts by being 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, and could result in a safety hazard for people residing or working in the project area.

### **Hydrology and Water Quality, EIR Section 3.9**

**Impact 3.9-1:** Development pursuant to the BSMP could substantially degrade water quality.

**Impact 3.9-2:** Development pursuant to the proposed BSMP could substantially deplete groundwater supplies or reduce groundwater recharge.

**Impact 3.9-3:** Development pursuant to the proposed BSMP would 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 which could result in flooding on- or off-site.

**Impact 3.9-4:** Development pursuant to the proposed BSMP would place residential and other uses within a designated flood hazard zone.

**Impact 3.9-5:** Development pursuant to the proposed BSMP could expose people or structures to flooding associated with dam failure.

**Impact 3.9-6:** Development pursuant to the proposed BSMP, in conjunction with cumulative development within the Lower Feather River watershed, could contribute to cumulative degradation of water quality.

**Impact 3.9-7:** Development pursuant to the proposed BSMP, in conjunction with other development overlying the Sutter Subbasin, could cumulatively contribute to substantial interference with groundwater recharge.

**Impact 3.9-8:** Development pursuant to the proposed BSMP could contribute to cumulative substantial alteration of the existing drainage pattern of the site or area, including through the



alteration of the course of a stream or river or through substantial increase in the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

**Impact 3.9-9:** Development pursuant to the proposed BSMP could contribute to cumulative placement of housing and structures within a 100-year flood hazard area, or within a 200-year floodplain that could impede or redirect flood flows.

**Impact 3.9-10:** Development pursuant to the proposed BSMP, in combination with other development within Sutter County, could increase the number of people and structures that could be exposed to dam failure inundation hazard.

### **Noise and Vibration, EIR Section 3.11**

**Impact 3.11-4:** Construction of development pursuant to the proposed BSMP could expose existing and/or planned buildings, and persons within, to vibration that could disturb people or damage buildings.

**Impact 3.11-5:** The proposed BSMP could result in exposure of residents or workers to excessive aircraft noise levels.

**Impact 3.11-7:** Development pursuant to the proposed BSMP would contribute to cumulative construction that could expose existing and/or planned buildings, and persons within, to significant vibration.

**Impact 3.11-8:** Development pursuant to the proposed BSMP would contribute to cumulative increases in traffic noise levels.

### **Population and Housing, EIR Section 3.12**

**Impact 3.12-1:** Development pursuant to the proposed BSMP would induce substantial population growth in an area.

**Impact 3.12-2:** Development pursuant to the BSMP would not displace substantial numbers of people or existing housing, necessitating the construction of replacement housing elsewhere.

**Impact 3.12-3:** Development pursuant to the proposed BSMP, in combination with future buildout of the City of Yuba City as well as the City's sphere of influence, could directly or indirectly induce substantial population growth in the area.

### **Public Services and Recreation, EIR Section 3.13**

**Impact 3.13-1:** Development pursuant to the proposed BSMP could result in the construction of new or expanded police protection facilities that could cause a substantial physical adverse environmental impact.

**Impact 3.13-2:** Development pursuant to the proposed BSMP, in combination with other cumulative development in the City of Yuba City, could require, or result in, the construction of

new or expanded facilities related to the provision of police protection, such that a substantial physical adverse environmental impact could result.

**Impact 3.13-3:** Development pursuant to the proposed BSMP could result in the construction of new or expanded fire protection facilities that would cause a substantial adverse physical environmental impact.

**Impact 3.13-4:** Development pursuant to the proposed BSMP, in combination with other cumulative development within the boundaries of the City of Yuba City, could result in the construction of new or expanded fire protection facilities that could cause a substantial adverse physical environmental impact.

**Impact 3.13-5:** Development pursuant to the proposed BSMP could generate students that would exceed the design capacity of existing or planned schools that would result in the need for new or physically altered school facilities, the construction of which could cause substantial adverse physical environmental impacts.

**Impact 3.13-6:** Development pursuant to the proposed BSMP, in combination with other cumulative development, would result in the need for new or physically altered school facilities which could cause substantial adverse physical environmental impacts.

**Impact 3.13-7:** Development pursuant to the proposed BSMP could cause existing parks within the BSMP site to physically deteriorate, requiring additional parks to be constructed and/or expanded.

**Impact 3.13-8:** Development pursuant to the proposed BSMP, in combination with other cumulative development in Yuba City, could cause existing parks in the City to physically deteriorate.

### **Transportation and Traffic, EIR Section 3.14**

**Impact 3.14-2:** Implementation of the proposed BSMP would not cause significant impacts at intersections or roadways in Sutter County.

**Impact 3.14-5:** Implementation of the proposed BSMP would include the provision of new bicycle and pedestrian facilities to support bicycle and pedestrian travel within the project, and connect the project with adjacent areas in the City of Yuba City.

**Impact 3.14-6:** Implementation of the proposed BSMP would include designated bus stops and transit shelters to support transit use as a means of travel within the project and between the project and the surrounding area.

**Impact 3.14-8:** Implementation of the proposed BSMP, in combination with other cumulative development, would not cause significant impacts at intersections or roadways in Sutter County.

**Impact 3.14-11:** Implementation of the proposed BSMP would include the provision of new bicycle and pedestrian facilities to support bicycle and pedestrian travel within the project, and connect the project with adjacent areas in the City of Yuba City.

**Impact 3.14-12:** Implementation of the proposed BSMP would include designated bus stops and transit shelters to support transit use as a means of travel within the project and between the project and the surrounding area.

### **Utilities and Service Systems, EIR Section 3.15**

**Impact 3.15-1:** Implementation of the proposed BSMP could result in inadequate wastewater treatment capacity.

**Impact 3.15-2:** The proposed BSMP could result in either the construction of new wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental impacts.

**Impact 3.15-3:** Implementation of the proposed BSMP, in combination with other past, present, and reasonably foreseeable cumulative development, would contribute to the need for construction of new or expanded wastewater facilities, which could cause significant environmental impacts.

**Impact 3.15-5:** The proposed BSMP project could result in inadequate capacity in the City's water supply facilities to meet the water supply demand, resulting in the construction of new water supply facilities.

**Impact 3.15-7:** Implementation of the proposed BSMP, in combination with other past, present, and reasonably foreseeable cumulative development, would contribute to cumulative increases in demand for water treatment.

**Impact 3.15-8:** The proposed BSMP could require or result in either the construction of new solid waste facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects.

**Impact 3.15-9:** Implementation of the proposed BSMP, in combination with other past, present, and reasonably foreseeable cumulative development, would contribute to cumulative increases in solid waste.

## **5.3 Significant Impacts Sufficiently Reduced Through Mitigation Measures**

The City finds that the following impacts, which were identified as "significant" or "potentially significant" in the EIR, have been reduced to less-than-significant levels with application of the mitigation measures identified in the EIR and MMRP. In accordance with CEQA Guidelines Section 15091(a), a specific finding is made for each impact and its associated mitigation measures in the discussions below.

## Air Quality, EIR Section 3.3

**Impact 3.3-5:** Construction and operation of the proposed BSMP could result in short-term and long-term exposure to Toxic Air Contaminants (TACs).

### Mitigation Measure 3.3-5: Equipment Emissions Plan (BSMP/NR/KER)

Implement Mitigation Measure 3.3-1(e).

**Finding:** With implementation of Mitigation Measure 3.3-1(e), health risks associated with construction of the BSMP would be reduced to be less than significant. (Draft EIR pages 3.3-36 through 3.3-39)

**Impact 3.3-10:** The proposed BSMP could contribute to cumulative increases in short- and long-term exposures to Toxic Air Contaminants.

### Mitigation Measure 3.3-10: Equipment Emissions Plan (BSMP/NR/KER)

Implement Mitigation Measure 3.3-1(e).

**Finding:** Implementation of Mitigation Measure 3.3-1(e) would require the preparation of an Equipment Emissions Plan for approval by FRAQMD demonstrating that the heavy-duty off-road equipment to be used for construction will achieve a project-wide fleet-average 20 percent NO<sub>x</sub> reduction and 45 percent particulate reduction compared to the most recent ARB fleet average at the time of construction. This emissions reduction would ensure that health risks associated with construction of the BSMP would be reduced to be less than significant. (Draft EIR page 3.3-43)

## Biological Resources, EIR Section 3.4

**Impact 3.4-1:** Development pursuant to the proposed BSMP could impact wetlands or other waters of the U.S.

### Mitigation Measure 3.4-1: Protection of Jurisdictional Waters and Wetlands (BSMP/NR/KER)

- a) Prior to grading activities, the City shall require the project applicant [for an individual project pursuant to the BSMP] to prepare a formal aquatic resources delineation in accordance with the USACE Minimum Standards for Acceptance of Aquatic Resources Delineation Reports for all areas of the individual development project site to determine if any wetlands or other waters of the U.S. potentially subject to Sections 401 and 404 of the CWA exist on that site. If no potential wetlands or other waters of the U.S. are identified, a report shall be submitted to the City for its records and no additional measures are required. If the formal aquatic resources delineation identifies potentially jurisdictional features on an individual project site, then measure 3.4-1(b) shall be implemented (below). If potential canals, streams, or lakes are identified that may be impacted by project activities, mitigation 3.4-1(c) shall also be implemented.
- b) If the formal aquatic resources delineation identifies potentially jurisdictional features on an individual development project site, then the report shall be submitted to the



USACE for verification and issuance of a jurisdictional determination. If any wetlands or waters are determined to be under the jurisdiction of the USACE or the RWQCB and may be impacted by project development, then the individual project applicant shall obtain Section 404/401 permits based on the jurisdictional determination with the appropriate regulatory agency for the potentially impacted features. During the permitting process, mitigation measures shall be developed as necessary to reduce impacts on wetlands through avoidance, minimization and/or compensatory mitigation. Permanent losses to potentially jurisdictional wetlands and other waters of the U.S. shall be compensated at a minimum 1:1 ratio (or otherwise agreed upon ratio with the USACE and RWQCB) to achieve a no net loss of wetlands.

- c) If the individual development project would result in impacts to the bed and banks of Gilsizer Slough, or other jurisdictional water courses with a defined bed and bank as identified in an aquatic resources delineation or jurisdictional determination, the City shall notify, or require the project applicant to notify, the CDFW. The CDFW will determine whether a Section 1600 Lake and Streambed Alteration Agreement (LSAA) is required. If required, the individual project applicant shall apply for and adhere to the conditions of the LSAA. This action shall be completed prior to issuance of a grading permit or initiation of other project activities that may impact the canal or other jurisdictional water courses.

**Finding:** Mitigation Measure 3.4-1 would require that the project achieves a no net loss of wetlands through avoidance and/or mitigation. Therefore, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-19 through 3.4-21)

**Impact 3.4-2:** Development pursuant to the proposed BSMP could impact valley elderberry longhorn beetle if suitable elderberry shrubs are present within 165 feet of any BSMP construction footprint.

**Mitigation Measure 3.4-2: Protection of Valley Elderberry Longhorn Beetle (BSMP/NR/KER)**

- a) The individual project applicant shall engage a qualified biologist to conduct a survey of the construction footprint and 165-foot buffer around the proposed construction footprint to determine whether any elderberry shrubs with stems at least one inch dgl are present. If no such elderberry shrubs are present within 165 feet of construction activities, a report shall be submitted to the City for its records and no additional measures are required.
- b) If elderberry shrubs with stems at least one inch dgl are present within 165 feet of construction activities, the following avoidance measures shall be implemented, at minimum, in accordance with the VELB Impact Assessment.
  1. Fencing shall be installed as close to the construction limits as feasible for shrubs occurring within 165 feet.
  2. In areas where work would occur within near proximity to elderberry shrub, exclusion fencing shall be established a minimum of a 20-foot radius around the shrubs.

3. An individual project applicant shall engage a qualified biologist to provide worker awareness training for all contractors, work crews, and any onsite personnel, on the status of the VELB, its host plant and habitat, the need to avoid damaging the shrubs, and the possible penalties for non-compliance.
  4. Mechanical weed removal within the drip-line of the shrub shall be limited to the season when adults are not active (August - February) and shall avoid damaging the elderberry.
- c) If elderberry shrubs cannot be avoided or if indirect effects will result in the death of stems or entire shrubs, the elderberry shrubs with stems greater than one inch diameter shall be transplanted.
1. The individual project applicant shall engage a qualified biologist to monitor the transplanting activities.
  2. Elderberry shrubs shall be transplanted when the shrubs are dormant (November through February 14) and after they have lost their leaves.
- d) For shrubs that cannot be avoided, the individual project applicant shall purchase compensatory mitigation for impacts to elderberry shrubs. The appropriate type and amount of compensatory mitigation shall be determined through coordination with the USFWS. Appropriate compensatory mitigation may include purchasing credits at a USFWS-approved conservation bank at a minimum 1:1 ratio, providing onsite mitigation, and/or establishing and/or protecting habitat for the valley elderberry longhorn beetle.

**Finding:** Mitigation Measure 3.4-2 would ensure that individual projects developed pursuant to the proposed BSMP avoids or reduces the magnitude of impacts to the federally listed valley elderberry longhorn beetle by avoiding impacts to the elderberry shrubs, their host plants, by transplanting during the dormant season, or by mitigating for removal of shrubs. Therefore, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-21 through 3.4-22)

**Impact 3.4-3:** Development pursuant to the proposed BSMP could result in impacts to nesting migratory birds and raptors.

**Mitigation Measure 3.4-3: Protection of Migratory Birds and Raptors (BSMP/NR/KER)**

- a) Building demolition and vegetation clearing operations, including initial grading and tree removal, shall occur outside of the nesting season (September 1 through January 31) to the extent feasible. If vegetation removal or building demolition begins during the nesting season (February 1 to August 31), the individual project applicant shall engage a qualified biologist to conduct a pre-construction survey for active nests within a 500-foot buffer around the individual project footprint. The pre-construction survey shall be conducted within 14 days prior to commencement of ground disturbing activities. If the pre-construction survey shows that there is no evidence of active nests, then a report shall be submitted to the City for its records and no additional measures are required. If construction does not commence within 14 days of a pre-construction survey, or halts for more than 14 days, an additional pre-construction survey is required for each period of delay.

- b) If any active nests are located within the construction footprint – including, but not limited to individual project site, staging areas, spoils sites, construction access – an appropriate buffer zone shall be established around the nests, as determined by the qualified biologist based on applicable regulatory requirements in force at the time of construction activity. The biologist shall mark the buffer zone with construction tape or pin flags and maintain the buffer zone until the end of breeding season or until the young have successfully fledged or the nest is determined to no longer be active. Buffer zones are typically 50-100 feet for migratory bird nests and 250-500 feet for raptor nests (excluding Swainson’s hawk). If active nests are found within the vicinity of the construction areas, the qualified biologist shall monitor nests weekly during construction to evaluate potential nesting disturbance by construction activities. If establishing the typical buffer zone is impractical, the qualified biologist shall adjust the buffer depending on the species and daily monitoring would be required to ensure that the nest is not disturbed and no forced fledging occurs. This daily monitoring shall occur until the qualified biologist determines that the nest is no longer occupied.

***Additional Measures for Burrowing Owl***

- c) Prior to any individual project construction, the project applicant shall engage a qualified biologist to conduct a habitat assessment to determine if potential nesting habitat is present with an individual project area. If potential nesting habitat is present, nesting and wintering season surveys for burrowing owl shall be conducted to determine if potential habitat within 500 feet of ground disturbance is used by this species. As described in Table 3.4-2, suitable burrowing owl habitat includes the annual grassland and agricultural land. The timing and methodology for the surveys shall be conducted in accordance with the current CDFW Staff Report on Burrowing Owl Mitigation (Appendix D-3).<sup>2</sup> A minimum of three survey visits should be conducted at least three weeks apart during the peak breeding season between April 15 and July 15. One of these surveys could be conducted at the same time as the nesting bird survey (Mitigation Measure 3.4-3a) should work be anticipated to commence within 14 days and between April 15 and July 15. A winter survey shall be conducted between December 1 and January 31, during the period when wintering owls are most likely to be present.
- d) If an active burrowing owl nest site/active burrow is discovered in the vicinity of an individual project construction footprint – including, but not limited to individual project site, staging areas, spoils sites, construction access – the project applicant shall notify the City and CDFW. A qualified biologist shall monitor the owls and establish a fenced exclusion zone around each occupied burrow. No construction activities shall be allowed within the exclusion buffer zone until such time that the burrows are determined by a qualified biologist to be unoccupied. The buffer zones shall be a minimum of 150 feet from an occupied burrow during the non-breeding season (September 1 through January 31) and a minimum of 250 feet from an occupied burrow during the breeding season (February 1 through August 31).

<sup>2</sup> California Department of Fish and Wildlife, 2012. Staff Report on Burrowing Owl Mitigation. State of California. Natural Resources Agency. Department of Fish and Game. March 7, 2012.

- e) If avoidance is not feasible, the CDFW shall be consulted to develop and the implement avoidance or passive relocation methods. All activities that will result in a disturbance to burrows shall be approved by the CDFW prior to implementation.

***Additional Measures for Swainson's Hawk***

- f) If construction activities are anticipated to commence during the Swainson's hawk nesting season (March 1 to September 15), the individual project applicant shall engage a qualified biologist to conduct a minimum of two pre-construction surveys during the recommended survey periods in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Appendix D-4).<sup>3</sup> All potential nest trees within 0.25 mile of the proposed project footprint shall be visually examined for potential Swainson's hawk nests, as accessible. If no active Swainson's hawk nests are identified on or within 0.25 mile of the proposed project, a report documenting the survey methodology and findings should be submitted to the City for its files and no additional mitigation measures are required.
- g) If active Swainson's hawk nests are found within 0.25 mile of construction activities, a survey report shall be submitted to the CDFW and the CNDDDB, and an avoidance and minimization plan shall be provided to and approved by the CDFW prior to the start of construction of the given development proposal. The avoidance plan shall identify measures to avoid or minimize impacts to the active Swainson's hawk nest. These measures may include, but are not limited to:
1. Conducting a Worker Awareness Training Program prior to the start of construction;
  2. Establishing a buffer zone and work schedule to avoid impacting the nest during critical periods. If practicably feasible, no work will occur within 200 yards of the nest while it is in active use. If work will occur within 200 yards of the nest, then construction shall be monitored by a qualified biologist to ensure that no work occurs within 50 yards of the nest during incubation or within ten days after hatching;
  3. Having a qualified biological monitor conduct regular monitoring of the nest during construction activities; and
  4. Allowing the qualified biologist to halt construction activities until CDFW determines that the construction activities are disturbing the nest.

**Finding:** Mitigation Measure 3.4-3 would ensure that the individual project avoids or reduces the magnitude of impacts to migratory birds and birds of prey through clearing vegetation outside of the nesting season or conducting preconstruction surveys if vegetation clearing is anticipated during the nesting season, and establishing a no-work buffer if birds are observed nesting in the vicinity of the construction footprint. Therefore, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-22 through 3.4-25)

<sup>3</sup> Swainson's Hawk Technical Advisory Committee, 2000. *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in the Central Valley*. May 31, 2000.



**Impact 3.4-4:** Implementation of the proposed project could result in impacts to roosting bats including pallid bat.

**Mitigation Measure 3.4-4: Protection of Bat Species (BSMP/NR/KER)**

- a) The individual project applicant shall engage a qualified biologist to conduct a pre-construction survey for special-status bat species within 14 days prior to the start of tree or building removal within the BSMP project site. If no special-status bats are observed roosting, a report shall be submitted to the City for its records and no additional measures are required. If construction does not commence or if any trees or buildings anticipated for removal are not removed within 14 days of the pre-construction survey or halts for more than 14 days, a new survey and reporting shall be conducted.
- b) If bats including pallid bats are found, the qualified biologist shall consult with the CDFW to determine and implement avoidance measures. Avoidance measures may include, but are not limited to, establishing a buffer around the roost tree or building until it is no longer occupied or installing exclusion material around the tree/opening of the building after dusk, once the qualified biologist has determined that the bat has left the roost to forage. The tree or building shall not be removed until a biologist has determined that the tree or building is no longer occupied by the bats.

**Finding:** Mitigation Measure 3.4-4 would ensure that individual projects developed pursuant to the proposed BSMP avoids or reduces the magnitude of impacts to special-status bats by delaying tree or building removal until the roosting bats vacate the buildings/trees. Therefore, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-25 through 3.4-26)

**Impact 3.4-5:** Development of the proposed project could result in the loss of protected trees and street trees.

**Mitigation Measure 3.4-5: Protection of Heritage and Street Trees (BSMP/NR/KER)**

- a) The individual project applicant shall engage a certified arborist to conduct a tree survey and prepare an arborist report. The arborist report shall include the species, diameter at breast height, location, condition of each street tree and native oak tree, and identify whether the native oak tree should be considered for preservation. The arborist report shall also recommend whether oak trees and heritage oak trees should be preserved. The arborist report shall include compensatory mitigation for impacts to native and heritage oak trees at a minimum 1:1 ratio based on diameter at breast height (DBH) for each tree.
- b) The individual project applicant shall submit an application to the Director of the City of Yuba City for any street tree proposed for removal. If authorized by the Director, the street tree may be removed at the expense of the applicant.
- c) During any construction activities, construction shall be avoided within the critical root zones of preserved/protected trees, unless the area has been previously paved. Encroachments shall be held to no more than 20 percent of the critical root zone area. Avoidance areas shall be fenced prior to any activities onsite or offsite.

- d) During project construction, the individual project applicant shall retain an arborist to supervise all grade cuts in the critical root zone of protected trees, and properly treat all roots subject to damage as soon as possible after excavation. Cut-faces exposed for more than two to three days shall be covered with a dense burlap fabric and watered to maintain soil moisture at least on a daily basis until the area is permanently covered.
- e) Avoid placement of fill exceeding one foot in depth within the critical root zone of all preserved/protected trees. If unavoidable, either design drainage away from the critical root zone of the tree or consider tree removal. Placement of fill material less than one foot in depth and encroachment of less than 20 percent into the critical root zone area shall not require such additional mitigation measures.
- f) Any proposed structures shall not encroach more than 20 percent into the critical root zone area of a preserved/protected tree. If unavoidable, tree removal shall be considered.
- g) Onsite and offsite utilities shall be designed to avoid the critical root zone of preserved/protected trees. In some circumstances, hand digging of utilities through the critical root zone areas would be an option. Boring beneath the critical root zone area would also be an option.
- h) Branches and limbs that have been torn, broken, or spilt during construction shall be removed. In addition, any dead, diseased, or rubbing limbs shall be removed.

**Finding:** Mitigation Measure 3.4-5 would reduce impacts to trees by ensuring that trees identified for preservation would be avoided, by limiting construction activities in the critical root zone of the trees through avoidance, and by complying with the City's General Plan policies and the City's Municipal Code. Therefore, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-26 through 3.4-27)

**Impact 3.4-6:** Implementation of the proposed project could result in the loss and/or degradation of rare plant populations.

**Mitigation Measure 3.4-6: Rare Plant Protection (BSMP only; not NR or KER)**

- a) The individual project applicant shall retain a qualified biologist to conduct focused botanical protocol-level surveys in the nonnative annual grassland for dwarf downingia (blooms March through May) and Ferris' milk-vetch (blooms April through May) and in the non-native grassland and oak woodland for Baker's navarretia (blooms April through July) and Hartweg's golden sunburst (blooms March through April). Surveys shall be conducted during blooming periods for all special-status species. (It is noted that the blooming periods for these plant species overlap in the month of April.) If no special-status plants are observed within the survey area, then a report shall be submitted to the City and no additional mitigation is required so long as construction commences within two years of the survey.
- b) If Baker's navarretia, dwarf downingia, or Ferris' milk-vetch are observed within the project site, the plants should be avoided with a minimum 10-foot avoidance buffer with exclusion fencing, to the extent feasible. If these special-status plants cannot be

avoided, a mitigation plan shall be prepared by a qualified botanist. At minimum, the mitigation plan shall include locations where the plants will be transplanted, success criteria, and monitoring activities for the transplanted populations. The mitigation plan shall be finalized prior to transplantation and commencement of construction activities.

- c) If the federal and state endangered Hartweg's golden sunburst is observed, the plants shall be avoided to the extent feasible.
  1. If the plants cannot be avoided, the individual project applicant shall obtain a CESA Section 2081(b) Incidental Take Permit. Measures to minimize the take and to mitigate the impacts caused by the take shall be set forth in one or more conditions of the permit. Potential conservation measures include, but are not limited to, purchasing credits from a mitigation bank, establishing a preserve, and/or preparing a mitigation plan.
  2. If the plants cannot be avoided and if the project requires USFWS Section 7 consultation (i.e., would impact a jurisdictional wetland or water of the U.S. requiring a Section 404 CWA permit), consultation with the USFWS through the Section 7 process shall occur to determine any additional avoidance, conservation, and mitigation measures that may be needed for the species, if any. The individual project applicant is not required to consult for impacts to federally listed plants without a federal nexus.

**Finding:** Mitigation Measure 3.4-6 would ensure that the project avoids or mitigates for impacts to special-status plants by avoiding, relocating, or mitigating for any potentially occurring special-status plants. Therefore, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-27 through 3.4-29)

**Impact 3.4-7:** Implementation of the proposed project could result in the loss of Swainson's hawk foraging habitat.

**Mitigation Measure 3.4-7: Protection of Swainson's Hawk Foraging Habitat (BSMP only; not NR or KER)**

- a) Prior to disturbance of a minimum of five acres of non-native annual grassland, the individual project applicant shall engage a qualified biologist to conduct a CNDDDB search for active Swainson's hawk nests occurring within 10 miles of the individual project footprint and documented within five years of commencement of ground disturbance. The CNDDDB search shall be conducted within one year prior to commencement of construction activities. If no nests are documented within 10 miles within the last five years, then a report shall be submitted to the City documenting the results. No additional mitigation is required.
- b) If an active nest is documented within 10 miles of the individual project footprint and within five years prior to the anticipated start of ground disturbance, the individual project applicant shall mitigate at ratios that correspond to the distance of the nest or shall establish a conservation easement, in accordance with the Staff Report (Appendix D-5). These ratios are identified below:
  1. Projects within one mile of an active nest tree shall provide:

- i. One acre of Habitat Management (HM) land (at least 10 percent of the HM Land requirements shall be met by fee title acquisition or a conservation easement allowing for the active management of the habitat, with the remaining 90 percent of the HM lands protected by a conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk) for each acre of development authorized (1:1 ratio); or
  - ii. One-half acre of HM land (all of the HM land requirements shall be met by fee title acquisition or a conservation easement (acceptable to the CDFW) which allows for the active management of the habitat for prey production on-the HM lands) for each acre of development authorized (0.5:1 ratio).
2. Projects within five miles of an active nest tree but greater than one mile from the nest tree shall provide 0.75 acres of HM land for each acre of urban development authorized (0.75:1 ratio). All HM lands protected under this requirement may be protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk.
  3. Projects within 10 miles of an active nest tree but greater than 5 miles from an active nest tree shall provide 0.5 acres of HM land for each acre of urban development authorized (0.5:1 ratio). All HM lands- protected under this requirement may be protected through fee title acquisition or a conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk.
- c) Management Authorization holders/project sponsors shall provide for the long-term management of the HM lands by funding a management endowment (the interest on which shall be used for managing the HM lands) at the rate of 400 dollars per HM land acre (adjusted annually for inflation and varying interest rates).
  - d) Implement Mitigation Measures 3.4-3(f) and 3.4-3(g).

**Finding:** Mitigation Measure 3.4-7 would ensure that the project avoids impacts to Swainson's hawk foraging habitat through the purchase of mitigation credits or establishment of a conservation easement. Therefore, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-29 through 3.4-30)

**Impact 3.4-9:** Implementation of the proposed project, in combination with other development in the Central Sacramento Valley, could result in cumulative impacts to heritage oaks and street trees.

#### **Mitigation Measure 3.4-9: Protection of Special Status Species**

Implement Mitigation Measures 3.4-5a through 3.4-5h.

**Finding:** Mitigation Measure 3.4-9 would ensure that the project avoids cumulative impacts to heritage oaks and street trees by ensuring that trees identified for preservation would be avoided, by limiting construction activities in the critical root zone of the trees through avoidance, and by complying with the City's General Plan policies and the City's Municipal Code. Therefore, this



cumulative impact would be reduced to a less-than-significant level. (Draft EIR pages 3.4-31 and 3.4-32)

## **Cultural Resources, EIR Section 3.5**

**Impact 3.5-2:** Development pursuant to the BSMP could result in adverse impacts on prehistoric archaeological resources, tribal cultural resources, and human remains.

### **Mitigation Measure 3.5-2(a): Protection of Archaeological Resources (NR/KER)**

**Archaeological Monitoring Plan.** Prior to issuance of grading permits or ground-disturbing construction activity in the Newkom Ranch and Kells East Ranch properties, the project applicant shall prepare and submit an Archaeological Monitoring Plan to the City of Yuba City for review and approval. Monitoring shall be required for all surface alteration and subsurface excavation work, including trenching, boring, grading, use of staging areas and access roads, and driving vehicles and equipment. A Secretary of the Interior-qualified professional archaeologist (project archaeologist) shall prepare the plan. The plan shall address (but not be limited to) the following issues:

- Training program for all construction and field workers involved in site disturbance;
- Person(s) responsible for conducting monitoring activities, including both archaeological and Native American monitors;
- How the monitoring shall be conducted and the required format and content of monitoring reports, including the need to conduct trenching, shovel-test units or auger samples to identify archaeological deposits in advance of construction, assessment, designation and mapping of the sensitive cultural resource areas on final project maps, assessment and survey of any previously unsurveyed areas;
- Person(s) responsible for overseeing and directing the monitors;
- Schedule for submittal of monitoring reports and person(s) responsible for review and approval of monitoring reports;
- Procedures and construction methods to avoid sensitive cultural resource areas (i.e., planning construction to avoid the resource, incorporating the resource within open space, capping and covering the resource, or deeding the site into a permanent conservation easement);
- Clear delineation and fencing of sensitive cultural resource areas;
- Physical monitoring boundaries;
- Protocol for notifications in case of encountering of cultural resources, as well as methods of dealing with the encountered resources (e.g., collection, identification, curation);
- Methods to ensure security of cultural resources;
- Protocol for notifying local authorities (i.e. Sheriff, Police) should site looting and other illegal activities occur during construction.

**Archaeological and Native American Monitoring.** If an intact archaeological resource is encountered, all soil disturbing activities in the vicinity of the resource shall cease until it is evaluated. The project archaeologist shall immediately notify the City of Yuba City of an encountered archaeological resource. The project archaeologist and Native American monitor shall, after making a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological resource, present the findings of this assessment to the City.

During the course of the monitoring, the project archaeologist and Native American monitor may adjust the frequency—from continuous to intermittent—of the monitoring based on the conditions and professional judgment regarding the potential to impact resources.

If the City, in consultation with the project archaeologist and Native American monitor, determines that a significant archaeological resource is present and that the resource could be adversely impacted by the project, the City shall:

- Determine whether preservation in place is feasible. Consistent with CEQA Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.
- If avoidance is not feasible, prepare and implement a detailed Archaeological Research Design and Treatment Plan. Treatment of archaeological resources will follow the applicable requirements of Public Resources Code Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.
- If potential human remains are encountered, all work will halt in the vicinity of the find and the City will contact the county coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner shall contact the Native American Heritage Commission. As provided in Public Resources Code Section 5097.98, the Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.

**Mitigation Measure 3.5-2(b): Protection of Historic Archaeological Resources (Full BSMP project site except NR/KER)**

When BSMP-level development plans outside the Newkom Ranch and Kells East Ranch properties are submitted to the City of Yuba City for approval, the project applicant shall

be required to complete a cultural resources investigation for review and approval by the City that includes, at a minimum:

- An updated records search at the Northeast Information Center;
- Updated Native American consultation in coordination with the Native American Heritage Commission.
- An intensive archaeological survey of the development area;
- A geoarchaeological assessment for the potential for buried archaeological resources;
- A report that documents the results of the investigation; and
- Recommendations for mitigation to resolve adverse impacts to significant archaeological resources or human remains.

The survey shall be carried out by a qualified archaeologist meeting the Secretary of the Interior's Standards for Archaeology, and can be documented in the same document as required in Mitigation Measure 3.5-1(a).

**Finding:** Mitigation Measure 3.5-2(a) provides guidance for the identification and treatment of unique archaeological resources, tribal cultural resources, and human remains discovered during the course of construction within the Newkom Ranch and Kells East Ranch properties. Mitigation Measure 3.5-2(b) would ensure that analysis and mitigation of impacts is conducted for future phases of development of the proposed BSMP. Implementation of Mitigation Measure 3.5-2(a) and Mitigation Measure 3.5-2(b) would ensure that impacts to prehistoric archaeological resources, tribal cultural resources, and human remains would be less than significant. (Draft EIR pages 3.5-19 through 3.5-24)

**Impact 3.5-3:** Development pursuant to the BSMP, in combination with other cumulative development in the Yuba City limits and the Yuba City sphere of influence could contribute to cumulative impacts on historic architectural resources.

**Mitigation Measure 3.5-3: Protection of Historic Architectural Resources (BSMP project site outside NR/KER)**

Implement Mitigation Measure 3.5-1.

**Finding:** With implementation of Mitigation Measure 3.5-1, impacts resulting from the BSMP's cumulatively considerable contribution to the cumulative impacts on historic architectural and archaeological resources would be lessened, as the measure provides guidance for the identification and treatment of historic architectural resources discovered during the course of development. In the event that no resources eligible for listing within the remaining portions of the BSMP project site, there would be no impact, and if eligible resources are protected according to Secretary of Interior Standards for Treatment of Historic Properties, impacts to historic architectural resources would be reduced to a less-than-significant level. Implementation of Mitigation Measure 3.5-1 would ensure that the contribution of the BSMP to the significant

cumulative impact would be less than considerable. Therefore, the cumulative impact would be less than significant. (Draft EIR pages 3.5-24 and 3.5-25)

**Impact 3.5-4:** Development pursuant to the BSMP, in combination with other cumulative development, could contribute to cumulative impacts on archaeological resources, tribal cultural resources, and human remains.

**Mitigation Measure 3.5-4(a): Protection of Archaeological Resources (NR/KER)**

Implement Mitigation Measure 3.5-2(a).

**Mitigation Measure 3.5-4(b): Protection of Historic Archaeological Resources (Full BSMP project site except the Newkom Ranch and Kells East Ranch properties)**

Implement Mitigation Measure 3.5-2(b).

**Finding:** Mitigation Measure 3.5-4(a) provides guidance for the identification and treatment of archaeological resources, tribal cultural resources, and human remains. Mitigation Measure 3.5-4(b) would ensure that analysis is conducted for potential impacts on prehistoric archaeological resources, tribal cultural resources, and human remains for future phases of development of the BSMP. Implementation of Mitigation Measure 3.5-4(a) and Mitigation Measure 3.5-4(b) would ensure that the contribution of the BSMP to the significant cumulative impact would be less than considerable. Therefore, the cumulative impact would be less than significant. (Draft EIR pages 3.5-25 and 3.5-26)

## **Greenhouse Gas Emissions and Energy, EIR Section 3.7**

**Impact 3.7-1:** Implementation of the proposed BSMP could conflict with the City of Yuba's Climate Action Plan.

**Mitigation Measure 3.7-1(a): Residential Building Insulation (BSMP/NR/KER)**

Prior to building construction, individual project applicants shall submit to the City building plans demonstrating how all proposed residential buildings include greatly enhanced building insulation materials such as spray foam wall insulated walls R-15 or greater, roof/attic R-38 or higher. The individual project applicants shall also demonstrate how all proposed residential buildings include modestly enhanced window insulation such as 0.4 U-Factor or 0.32 SHGC.

**Mitigation Measure 3.7-1(b): Commercial Building Insulation (BSMP/NR/KER)**

Prior to building construction, individual project applicants shall submit to the City building plans demonstrating how all proposed commercial buildings include enhanced building insulation materials (e.g., rigid wall installation, roof/attic R-38).

**Finding:** To be consistent with the City's Resource Efficiency Plan (REP), mixed-used projects must achieve a score of 19.5 for residential uses and 18.0 for commercial uses in the REP Consistency Screening Table. According to the REP Consistency Screening Table,



implementation of Mitigation Measure 3.7-1(a) would achieve a score of 24 points,<sup>4</sup> which would exceed the required 19.5 points for residential developments. Implementation of Mitigation Measure 3.7-1(b) would achieve a score of 18 points, which would meet the required 18 points,<sup>5</sup> for commercial developments in the REP Consistency Screening Table. Therefore, implementation of Mitigation Measure 3.7-1(a) and Mitigation Measure 3.7-1(b) demonstrate that the mixed-used development proposed under the proposed BSMP is consistent with the REP. As established in CEQA Guidelines section 15183.5(b), because the City has determined that these measures would create consistency with the City's REP, the proposed BSMP contribution to cumulative GHG emissions is considered less than considerable, and the impact would be mitigated to a less-than-significant level. (Draft EIR pages 3.7-20 and 3.7-21)

**Impact 3.7-3:** The proposed BSMP could result in the wasteful, inefficient, or unnecessary use of energy.

**Mitigation Measure 3.7-3: Compliance with Yuba City REP (BSMP/NR/KER)**

Implement Mitigation Measure 3.7-1(a) and Mitigation Measure 3.7-1(b).

**Finding:** Implementation of Mitigation Measure 3.7-1 would insure that development under the proposed BSMP, including the Newkom Ranch and Kells East Ranch projects, would be consistent with City's REP Measure 2.1 and Measure 4.1, which encourage or require energy standards to exceed state requirements for new residential and commercial developments. The applicant would be required to use enhanced building insulation materials during construction of commercial and residential buildings (e.g., rigid wall installation, roof/attic R-38, 0.4 U-Factor or 0.32 SHGC windows), which would exceed what is required under current state requirements. By demonstrating consistency with the City's REP, the project would not result in a wasteful or unnecessary use of energy. Therefore, after mitigation this impact would be less than significant. (Draft EIR pages 3.7-25 and 3.7-28)

## Hazards and Hazardous Materials, EIR Section 3.8

**Impact 3.8-2:** Construction activities related to development pursuant to the proposed BSMP could encounter hazardous materials from unknown hazardous materials release sites resulting in exposure to construction workers, nearby residents and other members of the public, and nearby environmental resources.

**Mitigation Measure 3.8-2: Conduct Phase I Environmental Site Assessments (BSMP/NR/KER)**

- a) Prior to final project design of any individual project pursuant to the BSMP that includes any earth-disturbing activities, the applicant shall submit to the City a Phase

<sup>4</sup> (Spray foam wall insulated walls R-15 or greater, roof/attic R-38 or higher = 18 points) + (Modestly Enhanced Window Insulation [0.4 U-Factor, 0.32 SHGC] = 6 points) = 24 points; see Yuba City Resource Efficiency Plan, Appendix E, Table 1: Screening Table for Implementation of GHG Reduction Measures for Residential Development.

<sup>5</sup> Enhanced Insulation (rigid wall insulation R-13, roof/attic R-38) = 18 points; see Yuba City Resource Efficiency Plan, Appendix E, Table 2: Screening Table for Implementation of GHG Reduction Measures for Commercial Development.

I Environmental Site Assessment (Phase I ESA). The Phase I ESA shall be prepared in general accordance with ASTM Standard E1527-13, *Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process* (or most current edition that is in force at the time of final project design), which is the current industry standard. The Phase I ESA shall include a records review of appropriate federal, State, and local databases within ASTM-listed search distances regarding hazardous materials use, storage, or disposal at the given site, a review of historical topographic maps and aerial photographs, a site reconnaissance, interviews with persons knowledgeable about the sites historical uses, and review of other relevant existing information that could identify the potential existence of Recognized Environmental Conditions,<sup>6</sup> including hazardous materials, or contaminated soil or groundwater. If no Recognized Environmental Conditions are identified, then no further action would be required.

- b) If Recognized Environmental Conditions are identified and the Phase I ESA recommends further action, the applicant shall conduct the appropriate follow-up actions, which may include further records review, sampling of potentially hazardous materials, and possibly site cleanup. In the event that site cleanup is required, the project shall not proceed until the site has been cleaned up to the satisfaction of the appropriate regulatory agency (e.g., DTSC, RWQCB, or SC EHD) such that the regulatory agency issues a No Further Action letter or equivalent.

**Finding:** Mitigation Measure 3.8-2 would ensure that site assessment and, if needed, site cleanup, would occur prior to any earth-disturbing activities within the BSMP project site. This would reduce the potential for an unanticipated discovery during project construction, and reduce the potential effects on construction workers, the public, and the environment. With the implementation of this mitigation measure, this impact would be reduced to a less-than-significant level. (Draft EIR page 3.8-20 and 3.8-21)

**Impact 3.8-5:** The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard to the public or the environment.

**Mitigation Measure 3.8-5: Conduct Phase I Environmental Site Assessment (BSMP)**  
Implement Mitigation Measure 3.8-2.

**Finding:** With the implementation of Mitigation Measure 3.8-2, a Phase I ESA would identify the presence of potential or actual hazardous materials, which if identified, would then require further investigation and cleanup in compliance with applicable regulations. Implementation of Mitigation Measure 3.8-2 would reduce this impact to less than significant. (Draft EIR page 3.8-24)

<sup>6</sup> The term Recognized Environmental Conditions means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

**Impact 3.8-7:** Construction of new development pursuant to the proposed BSMP could impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

**Mitigation Measure 3.8-7: Traffic Control Plan (BSMP/NR/KER)**

Prior to construction, the applicant for an individual project, or its construction contractor(s), shall prepare and implement a traffic control plan to minimize traffic impacts on all roadways at and near the work site affected by construction activities. The traffic control plan shall reduce potential traffic safety hazards and ensure adequate access for emergency responders. The applicant and construction contractor(s) shall coordinate preparation and implementation of this traffic control plan with the City of Yuba City Fire Department and Police Department, the CHP, and/or CAL FIRE, as appropriate. To the extent applicable, this traffic control plan shall conform to the 2014 California Manual on Uniform Traffic Control Devices (MUTCD), Part 6 (Temporary Traffic Control).<sup>7</sup> The traffic control plan shall provide, but not be limited to, the following elements:

- Circulation and detour plans to minimize impacts on local road circulation during road and lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the construction zone;
- Identifying truck routes designated by Sutter County, where applicable. Haul routes that minimize truck traffic on local roadways shall be utilized to the extent possible;
- Sufficient staging areas for trucks accessing construction zones to minimize the disruption of access to adjacent existing public rights-of-way;
- Controlling and monitoring construction vehicle movement through the enforcement of standard construction specifications by onsite inspectors;
- Scheduling truck trips outside the peak morning and evening commute hours to the extent possible;
- Limiting the duration of road and lane closures to the extent possible;
- Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized;
- Implementing roadside safety protocols. Advance “Road Work Ahead” warning and speed control signs (including those informing drivers of State legislated double fines for speed infractions in a construction zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone;
- Coordinating construction administrators of police and fire stations (including all fire protection agencies). Operators shall be notified in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures, where applicable; and

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<sup>7</sup> California Department of Transportation. 2014. *California Manual on Uniform Traffic Control Devices: 2014 Edition*. November 7, 2014.

- Repairing and restoring affected roadway rights-of way to their original condition after construction is completed.

**Finding:** With the implementation of Mitigation Measure 3.8-7, the risk of interference with emergency vehicle access during the construction within the BSMP project site would be minimized by requiring all construction work to adhere to the aforementioned traffic control plan. The specified elements outlined in this mitigation measure would ensure that construction within the BSMP project site would not impose a significant amount of interference or impairment with emergency response mechanisms or emergency vehicle access. This mitigation measure would additionally ensure that the traffic control plan would be in conformance with the 2014 California MUTCD, Part 6 (Temporary Traffic Control). Based on these actions and requirements listed above, this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.8-26 and 3.8-27)

**Impact 3.8-11:** Implementation of the proposed BSMP, in combination with other cumulative development, could contribute to cumulative impacts by impairing with implementation of or physically interfering with an adopted emergency response plan or emergency evacuation plan.

**Mitigation Measure 3.8-11: Traffic Control Plan (BSMP/NR/KER)**

Implement Mitigation Measure 3.8-7.

**Finding:** With the implementation of Mitigation Measure 3.8-7, the risk of interference with emergency vehicle access during the construction within the BSMP project site would be minimized by requiring all construction work to adhere to the aforementioned traffic control plan. The specified elements outlined in this mitigation measure would ensure that construction within the BSMP project site would minimize interference or impairment with emergency response mechanisms or emergency vehicle access, thereby ensuring safe access in concert with other cumulative projects in or near the BSMP project site. This mitigation measure would additionally ensure that all areas of the BSMP project site, during construction, would be in conformance with the 2014 California MUTCD, Part 6 (Temporary Traffic Control). See Section 3.14, Transportation and Traffic, for specific transportation and circulation issues relating to BSMP implementation, and a traffic control measures for the construction and operation. Based on these actions and requirements listed above, the BSMP's contribution to the impact would be mitigated to a less-than-significant level and would not be cumulatively considerable (less-than-significant impact). (Draft EIR pages 3.8-31 and 3.8-32)

## **Noise and Vibration, EIR Section 3.11**

**Impact 3.11-1:** Construction of development pursuant to the proposed BSMP could generate noise that would conflict with the City of Yuba City standards or result in substantial temporary or periodic increase in ambient noise levels.

### **Mitigation Measure 3.11-1: Construction Noise Measures (BSMP/NR/KER)**

Individual project applicants of new development (excluding renovation of existing buildings) shall require construction contractors to implement the following measures during all phases of project construction:

- a) Whenever stationary noise sources – such as generators and compressors – are used within line of sight to occupied residences (on or offsite), temporary barriers shall be constructed around the source to shield the ground floor of the noise-sensitive uses. These barriers shall be of ¾-inch Medium Density Overlay (MDO) plywood sheeting, or other material of equivalent utility and appearance to achieve a Sound Transmission Class of STC-30, or greater, based on certified sound transmission loss data taken according to ASTM Test Method E90 or as approved by the City of Yuba City Building Official.
- b) Construction equipment staging areas shall be located as far as feasible from residential areas while still serving the needs of construction contractors.
- c) Equipment and trucks used for construction will use the industry standard noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds, wherever feasible).
- d) Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically- or electrically-powered where feasible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dB. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dB. Quieter procedures, such as use of drills rather than impact tools, shall be used whenever feasible.

**Finding:** Implementation of Mitigation Measure 3.11-1 would reduce construction noise to the extent feasible. Restricting heavy-duty equipment operations in close proximity to buildings, the use of temporary barriers and hydraulic or electric powered impact tools would substantially reduce noise levels at adjacent sensitive receptors. These measures would minimize interior noise and associated sleep disturbance at nearby receptors during excavation, and construction. Therefore, after mitigation, this impact would be considered less than significant during the short-term duration of project-specific construction activities. (Draft EIR pages 3.11-15 through 3.11--20)

**Impact 3.11-2:** Operation of uses developed pursuant to the proposed BSMP could increase local traffic that could result in a substantial permanent increase in ambient exterior noise levels in the project vicinity.

### **Mitigation Measure 3.11-2: Transportation Source Mitigation (BSMP)**

Prior to approval of a map, an acoustical study shall be submitted to the City demonstrating that the project would include noise attenuation to reduce noise levels at the existing residences adjacent to Stewart Road, between SR 99 and Phillips Road, to below the noise standard specified in the City's general plan Policy 9.1-I-3. If sound



walls are proposed, they must be constructed of a material and at a height sufficient to reduce traffic noise to either 4 dB below existing conditions or below 60 dBA  $L_{dn}$ .

**Finding:** Implementation of Mitigation Measure 3.11-2 would reduce the traffic noise exposure of existing sensitive uses along Stewart Road, between SR 99 and Phillips Road to below the City's general plan Policy 9.1-I-3. This would be achieved by requiring the applicant to prepare an acoustical study demonstrating how a sound wall could reduce traffic noise along Stewart Road to either 4 dB below existing conditions or below 60 dBA  $L_{dn}$ . With implementation of mitigation measure Mitigation Measure 3.11-2, this impact would be reduced to a less-than-significant impact. (Draft EIR pages 3.11-20 through 3.11-27).

**Impact 3.11-3:** Operation of uses developed pursuant to the proposed BSMP could introduce new stationary noise sources that could result in a substantial permanent increase in ambient exterior noise levels in the project vicinity or conflict with the City of Yuba City noise standards.

#### **Mitigation Measure 3.11-3: Stationary Source Mitigation (BSMP/NR/KER)**

The project sponsor shall ensure that the following measures are implemented for all development under the proposed BSMP:

- a) Prior to the issuance of building permits, individual project applicants shall submit engineering and acoustical specification for project mechanical HVAC equipment and the proposed locations of onsite loading docks to the Planning Director demonstrating that the HVAC equipment and loading dock design (types, location, enclosure, specification) will control noise from the equipment to not exceed 55 dBA during the daytime and 45 dBA during nighttime hours.
- b) Noise-generating stationary equipment associated with proposed commercial and/or office uses, such as portable generators, compressors, and compactors, within line-of-sight of adjacent noise-sensitive uses shall be enclosed or acoustically shielded to reduce noise-related impacts.

**Finding:** Impacts of non-transportation noise sources (i.e., HVAC units and loading docks), with implementation of Mitigation Measure 3.11-3, would be reduced to less-than-significant levels. As a result, impacts associated with HVAC and loading dock noise would be reduced to a less than significant. (Draft EIR pages 3.11-27 through 3.11-30)

**Impact 3.11-6:** Development pursuant to the proposed BSMP could result in exposure of people to cumulative increases in construction noise levels.

#### **Mitigation Measure 3.11-6: Construction Noise Measures (BSMP/NR/KER)**

Implement Mitigation Measure 3.11-1.

**Finding:** As discussed under Impact 3.11-1, implementation of Mitigation Measure 3.11-6 would reduce the construction noise generated by the BSMP to a less-than-significance level by restricting heavy-duty equipment operations in close proximity to buildings, the use of temporary barriers and hydraulic or electric powered impact tools. With the implementation of Mitigation

Measure 3.11-6 listed above, the contribution of the proposed BSMP to this cumulative impact would be further reduced, and the impact would be reduced to a less-than-significant level. (Draft EIR page 3.11-35)

**Impact 3.11-9:** Development pursuant to the proposed BSMP would contribute to cumulative increases in stationary noise levels.

**Mitigation Measure 3.11-9: Stationary Source Mitigation (BSMP/NR/KER)**

Implement Mitigation Measure 3.11-3.

**Finding:** Impacts of non-transportation noise sources (i.e., HVAC units and loading docks), with implementation of Mitigation Measure 3.11-9, would be reduced to less-than-significant levels. As a result, impacts associated with HVAC and loading dock noise would be reduced to a less than significant. (Draft EIR pages 3.11-40 and 3.11-41)

## **Transportation and Traffic, EIR Section 3.14**

**Impact 3.14-1:** Implementation of the proposed BSMP would cause significant impacts at intersections in the City of Yuba City.

**Mitigation Measure 3.14-1(a): Yuba City Intersections (BSMP)**

The project applicant(s) shall construct the following improvements. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.

- i. Install a traffic signal and widen the eastbound and southbound approaches to provide dedicated left-turn pockets at the Bogue Road/South Walton Avenue intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).
- ii. Install a traffic signal at the Railroad Avenue/Lincoln Road intersection (in conjunction with existing lane configurations).
- iii. Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).
- iv. Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).
- v. Install a traffic signal at the Gilsizer Ranch Way/Bogue Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).

**Finding:** Implementation of Mitigation Measure 3.14-1(a), would restore operations at each intersection to an acceptable LOS D or better. The Bogue Road/Phillips Road intersection is recommended to operate with split-phasing on the northbound and southbound approaches and protected left-turn phasing on the eastbound and westbound approaches. The Bogue Road/South Walton Avenue and Bogue Road/Railroad Avenue intersections are recommended to operate with protected left-turn phasing on all approaches. With the implementation of Mitigation Measure 3.14-1(a) listed above, this impact would be reduced to a less-than-significant level for the BSMP. (Draft EIR pages 3.14-78 through 3.14-80)

**Mitigation Measure 3.14-1(b): Yuba City Intersections (NR/KER)**

The project applicant(s) shall construct the following improvements. Improvement shall be required at such time that the retail center in the southwest quadrant of the Bogue Road/Phillips Road intersection is constructed. It shall also be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. Improvement ii shall be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.

- i. Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions); and
- ii. Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).

**Finding:** Implementation of Mitigation Measure 3.14-1(b), under existing plus Phase I and II conditions, would result in operations at an acceptable LOS D or better. With the implementation of Mitigation Measure 3.14-1(b) listed above, this impact would be reduced to a less-than-significant level for Phase I and II. (Draft EIR pages 3.14-80 through 3.14-83)

**Impact 3.14-3:** Implementation of the proposed BSMP would cause significant LOS-related impacts at intersections maintained by Caltrans.

**Mitigation Measure 3.14-3: Caltrans Intersections LOS (BSMP)**

The project applicant(s) shall construct the improvements described below. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff and Caltrans regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.

- i. Widen the SR 99/Bogue Road intersection to provide a second southbound left-turn lane that provides 500 feet of storage in each lane. Widen Bogue Road to construct a second eastbound and westbound left-turn lane. Restripe westbound Bogue Road

approaching SR 99 to consist of two left-turn lanes, one through lane, and one right-turn lane (with the right-turn consisting of an overlap arrow); and

- ii. Install a traffic signal at the SR 99/Stewart Road intersection.

**Finding:** Implementation of Mitigation Measure 3.14-3, would result in operations being restored to LOS D at the SR 99/Bogue Road intersection, and LOS C at the SR 99/Stewart Road intersection during each peak hour. Since the project applicant controls properties on both sides of SR 99 south of Bogue Road, widening of Bogue Road to accommodate the additional lanes is considered feasible. Additionally, the *State Route 99 Transportation Corridor Concept Report*<sup>8</sup> indicates that this segment of SR 99 is planned to ultimately be a six-lane expressway, which implies (and also based on review of aerial imagery) that right-of-way is available to widen SR 99 to accommodate a second southbound left-turn lane. Additionally, it is noted that the City, Caltrans, applicant representatives, and EIR consultants met on May 7, 2015 to discuss improvements along SR 99 to accommodate the project. Although that meeting did not result in any formal agreements, there was consensus around the need to provide additional capacity to accommodate the project. With the implementation of Mitigation Measure 3.14-3(i) and (ii) listed above, this impact would be reduced to a less-than-significant level for the proposed BSMP. (Draft EIR pages 3.14-84 through 3.14-86)

**Impact 3.14-4:** Implementation of the proposed BSMP would cause significant queuing-related impacts at intersections maintained by Caltrans.

#### **Mitigation Measure 3.14-4(a): Caltrans Intersections Queuing (BSMP)**

Implement Mitigation Measure 3.14-3(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane. To address queuing impacts in the southbound left-turn lane prior to the overall intersection LOS reaching an unacceptable level, the second left-turn lane is necessary. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff and Caltrans regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.

**Finding:** Implementation of Mitigation Measure 3.14-4(a), would result in the maximum queue in the southbound left-turn lane being 300 feet under existing plus BSMP conditions, which is less than the 500 feet per lane that would be provided with this mitigation. In addition, with the implementation of Mitigation Measure 3.14(a), under existing plus project BSMP conditions, vehicular queuing at the SR 99/Stewart Road intersection would also be acceptable with installation of a traffic signal (i.e., implementation of Mitigation Measure 3.14-3(ii)). With the implementation of Mitigation Measure 3.14-3(i), this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.14-86 through 3.14-87)

<sup>8</sup> California Department of Transportation, 2010. *State Route 99 Transportation Corridor Concept Report*.

**Mitigation Measure 3.14-4(b): Caltrans Intersections Queuing (NR/KER)**

The project applicant(s) shall construct the following improvements at the SR 99/Bogue Road intersection. These improvements shall be in place at such time that the 21-acre retail center located in the southwest quadrant of the Bogue Road/Phillips Road intersection and 20 additional acres of residential in Newkom Ranch or Kells East Ranch are constructed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.

- i. Widen the SR 99/Bogue Road intersection to provide a second southbound left-turn lane that provides 500 feet of storage in each lane.

**Finding:** Implementation of Mitigation Measure 3.14-4(b), would result in the maximum queue in the southbound left-turn lane being 275 feet under existing plus Phase I and II conditions, which is less than the 500 feet per lane that would be provided with this mitigation. With the implementation of Mitigation Measure 3.14-4(a) and (b), this impact would be reduced to a less-than-significant level. (Draft EIR pages 3.14-87 through 3.14-88)

**Impact 3.14-7:** Implementation of the proposed BSMP, in combination with other cumulative development, would cause cumulatively considerable significant impacts at intersections in the City of Yuba City.

**Mitigation Measure 3.14-7(a): Cumulative Yuba City Intersections (BSMP)**

- i. Implement Mitigation Measure 3.14-1(a)(i): Install traffic signal and add turn lanes at the Bogue Road/South Walton Avenue intersection.
- ii. Implement Mitigation Measure 3.14-1(a)(iii): Install traffic signal at the Bogue Road/Phillips Road intersection.
- iii. Implement Mitigation Measure 3.14-1(a)(iv): Install a traffic signal and add turn lanes at the Bogue Road/Railroad Avenue intersection.
- iv. Implement Mitigation Measure 3.14-1(a)(v): Install traffic signal at the Gilsizer Ranch Way/Bogue Road intersection.
- v. Contribute fair share cost for restriping the eastbound approach at the Garden Highway/Bogue Road intersection from a through lane to a shared through/right lane, and modifying the signal phasing to east-west split-phase.

**Finding:** Implementation of Mitigation Measure 3.14-7(a), would restore operations at each intersection to an acceptable LOS D or better, under cumulative plus BSMP conditions. The Bogue Road/Phillips Road intersection is recommended to operate with split-phasing on the northbound and southbound approaches and protected left-turn phasing on the eastbound and westbound approaches. The Bogue Road/Railroad Avenue intersection is recommended to operate with protected left-turn phasing on all approaches. With the implementation of the above mitigation measures, this impact would be reduced to a less-than-significant level with the proposed BSMP. (Draft EIR pages 3.14-90 through 3.14-92)



**Mitigation Measure 3.14-7(b): Cumulative Yuba City Intersections (NR/KER)**

- i. Implement Mitigation Measure 3.14-1(b)(i): Install traffic signal at the Bogue Road/Phillips Road intersection.
- ii. Implement Mitigation Measure 3.14-1(b)(ii): Install a traffic signal and add turn lanes at the Bogue Road/Railroad Avenue intersection.
- iii. Contribute fair share cost for installing a traffic signal at the South Walton Avenue/Bogue Road intersection.
- iv. Contribute fair share cost for installing a traffic signal at the Phillips Road/Lincoln Road intersection.
- v. Contribute fair share cost for installing a traffic signal at the Gilsizer Ranch Way/Bogue Road intersection.

**Finding:** Implementation of Mitigation Measure 3.14-7(b), would restore operations at each intersection to an acceptable LOS D or better, under cumulative plus Phase I and II conditions. With the implementation of the above mitigation measures, this impact would be reduced to a less-than-significant level with Phases I and II. (Draft EIR pages 3.14-92 and to 3.14-93)

**Utilities and Service Systems, EIR Section 3.15**

**Impact 3.15-4:** The proposed project could increase demand for potable water in excess of existing supplies.

**Mitigation Measure 3.15-1: Wastewater Treatment Capacity (BSMP/NR/KER)**

- a) Individual project applicants shall pay the fair share of costs for each development's proportion of the water supply deficits estimated through 2040. The payments shall be directed to a City fund for the construction and operation of new groundwater well(s) as determined by the City. The City shall reflect the requirement for the fair share payment for each development in any future development agreement in the BSMP site, and payment shall be made to the City prior to final tentative map approval and building permit.
- b) The City shall construct new groundwater well(s) to be operable and sufficient to serve the water supply demands of each development approved prior to year 2030. The groundwater well(s) shall be constructed to produce sufficient water to make up the shortfalls in any given single-dry year or the first year of a multi-dry year scenario as determined by the City.
- c) The City shall not approve a final tentative map or building permit for any development pursuant to the proposed BSMP or City beyond the supplies available from 2030 through 2040 without a reliable source of water supply to meet the shortfalls in the single-dry year or the first year of a multi-dry year scenario, as detailed above.

**Finding:** Implementation of Mitigation Measures 3.15-1(a) through (c) would reduce impacts related to shortfalls of water supply to less-than-significant levels through the construction of

groundwater well(s). Impacts of constructing groundwater well(s) would be limited to light construction work for drilling and installing the well(s), well pad(s), and pumping equipment. Operation of the well(s) and pump(s) would be limited to times when shortfalls are expected, and, therefore, are not expected to impact the underlying aquifers. The City would be required to prepare the appropriate CEQA documentation prior to approval of constructing groundwater well(s). (Draft EIR pages 3.15-26 through 3.15-29)

**Impact 3.15-6:** Implementation of the proposed BSMP, in combination with other past, present, and reasonably foreseeable cumulative development, would contribute to cumulative increases in demand for water supply.

**Mitigation Measure 3.15-6: Wastewater Treatment Capacity (BSMP/NR/KER)**

Implement Mitigation Measure 3.15-1(a) through (c).

**Finding:** Implementation of Mitigation Measures 3.15-1(a) through (c) would reduce impacts of the proposed BSMP to less than considerable levels resulting in a less-than-significant impact. (Draft EIR page 3.15-33)

## 5.4 Significant and Unavoidable Impacts

The City agrees with the characterization in the EIR with respect to all impacts identified as “significant and unavoidable.” For this project, the following impacts were identified as significant and unavoidable. That is, the impacts remain significant, despite the incorporation of all feasible mitigation measures to substantially lessen or avoid the impact. In accordance with CEQA Guidelines Section 15091(a), a specific finding is made for significant and unavoidable impacts and their associated mitigation measures in the discussions below. The City finds that the following impacts of the project remain significant and unavoidable, notwithstanding the imposition of all feasible mitigation measures, as set forth below. The City also finds that any alternative discussed in the EIR that may reduce the significance of these impacts is rejected as infeasible for the reasons given in the EIR and this Section of these Findings. Each potential unavoidable significant impact is overridden as set forth below in the Statement of Overriding Considerations as described further in Section 6, and the City finds that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment.

### **Aesthetics, EIR Section 3.1**

**Impact 3.1-1:** Development pursuant to the proposed BSMP could result in a substantial adverse effect on a scenic vista.

**Impact 3.1-2:** Development pursuant to the proposed BSMP could substantially degrade the existing visual character or quality of the site and its surroundings.

**Impact 3.1-3:** The proposed project could create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

**Impact 3.1-4:** Implementation of the proposed project, in conjunction with development of other projects in the Yuba City sphere of influence and within nearby Sutter County, could contribute to cumulative impacts on scenic vistas.

**Impact 3.1-5:** Implementation of the proposed BSMP, in combination with other projects in the Yuba City sphere of influence and within adjacent Sutter County, could contribute to cumulative degradation of visual character and quality.

**Impact 3.1-6:** Implementation of the proposed BSMP would contribute to a cumulative increase in light and glare in the vicinity of the BSMP project site.

**Mitigation Measures for Impacts 3.1-1 through 3.1-6:**

None available.

**Finding:** Implementation of the proposed BSMP would alter the visual character of the site by developing a variety of residential, commercial, office/business, park and recreational sites, and public facilities on formerly agricultural land. Implementation of the proposed BSMP would substantially change the existing visual character of the site and its surroundings. The BSMP Development Standards and Guidelines are intended to guide future development in the BSMP area. In addition, development within the BSMP area would be required to adhere to the City's General Plan policies and Design Guidelines that are designed to address new development and the interface between existing and new development. However, from a visual perspective, new development would substantially change the existing visual character of the BSMP area, which would result in a significant impact. The City finds there are no feasible mitigation measures that could ensure the project would not substantially change the existing visual character or quality of the BSMP area and its surroundings. In addition, the City finds that specific economic and social considerations, including the provision of housing and commercial uses, make infeasible the no project alternative identified in the EIR, which is the only alternative that would not result in a finding of significance for the above impacts. For these reasons, the impact would remain significant and unavoidable. (Draft EIR page 3.1-17 through 3.1-23)

## **Agriculture, EIR Section 3.2**

**Impact 3.2-1:** The proposed BSMP would result in conversion of Important Farmland to non-agricultural use.

**Mitigation Measure:**

None feasible.

**Finding:** Implementation of the BSMP would convert 581 acres of Important Farmland to non-agricultural uses, thus the impact to Important Farmland would be significant. The City has determined that mitigation to compensate for the loss of important agricultural land under the BSMP is not economically feasible. All infrastructure required to serve development under the BSMP must be funded internally. As a result, the total fee burden of development purposed under the BSMP is estimated to significantly exceed 20 percent of the current residential sale prices, which

is higher than what is considered typical for a financially-feasible project. In addition, the fees associated with the BSMP are significantly higher than those in other similar areas in the region. As a result, the costs associated with mitigation for important agricultural land, such as agricultural easements, land bank, etc. would likely result in development under the BSMP becoming financially infeasible. Furthermore, the higher densities associated with the BSMP would result in less agricultural land consumption per capita as compared to the residential densities that would occur under the County's current zoning ordinance. The City finds that no feasible mitigation is available to reduce the impact to Important Farmland; therefore, the impact would remain significant and unavoidable.

**Impact 3.2-3:** Implementation of the proposed project would contribute to cumulative conversion of Important Farmland to non-agricultural use.

**Mitigation Measure:**

None feasible.

**Finding:** Implementation of the BSMP would convert 581 acres of Important Farmland to non-agricultural uses, thus the impact to Important Farmland would be significant. The City has determined that mitigation to compensate for the loss of important agricultural land under the BSMP is not economically feasible. All infrastructure required to serve development under the BSMP must be funded internally. As a result, the total fee burden of development purposed under the BSMP is estimated to significantly exceed 20 percent of the current residential sale prices, which is higher than what is considered typical for a financially-feasible project. In addition, the fees associated with the BSMP are significantly higher than those in other similar areas in the region. As a result, the costs associated with mitigation for important agricultural land, such as agricultural easements, land bank, etc. would likely result in development under the BSMP becoming financially infeasible. Furthermore, the higher densities associated with the BSMP would result in less agricultural land consumption per capita as compared to the residential densities that would occur under the County's current zoning ordinance. The City finds that no feasible mitigation is available to reduce the contribution of the project to a cumulatively considerable impact to Important Farmland; therefore, the impact would remain significant and unavoidable.

### **Air Quality, EIR Section 3.3**

**Impact 3.3-1:** Construction of land uses under the proposed BSMP could generate criteria pollutant emissions that could substantially contribute to a potential violation of applicable air quality standards or to nonattainment conditions.

**Mitigation Measure 3.3-1(a): Fugitive Dust Control Plan (BSMP/NR/KER)**

During the construction of the BSMP, individual project applicants shall submit to FRAQMD a Fugitive Dust Control Plan with the following mitigation measures to be implemented:

- a) All grading operations on a project shall be suspended when sustained winds exceed 20 miles per hour (mph) or when winds carry dust beyond the property line despite implementation of all feasible dust control measures;
- b) Construction sites shall be watered as directed by the FRAQMD and as necessary to prevent fugitive dust violations;
- c) An operational water truck shall be on-site at all times. Water shall be applied to control dust as needed to prevent visible emissions violations and off-site dust impacts;
- d) On-site dirt piles or other stockpiled particulate matter shall be covered, wind breaks installed, and water and/or soil stabilizers employed to reduce wind-blow dust emissions. The use of approved nontoxic soil stabilizers shall be incorporated according to manufacturers' specifications to all inactive construction areas;
- e) All transfer processes involving a free fall of soil or other particulate matter shall be operated in such a manner as to minimize the free fall distance and fugitive dust emissions;
- f) Approved chemical soil stabilizers shall be applied according to the manufacturers' specifications to all inactive construction areas (previously graded areas that remain inactive for 96 hours), including unpaved roads and employee/equipment parking areas;
- g) To prevent track-out, wheel washers shall be installed where project vehicles and/or equipment exit onto paved streets from unpaved roads. Vehicles and/or equipment shall be washed before each trip. Alternatively, a gravel bed may be installed as appropriate at vehicle/equipment site exit points to effectively remove soil buildup on tires and tracks and prevent/diminish track-out;
- h) Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom permitted) if soil material has been carried onto adjacent paved, public thoroughfares from the project site;
- i) Temporary traffic control shall be provided as needed during all phases of construction to improve traffic flow, as deemed appropriate by the appropriate department of public works and/or California Department of Transportation (Caltrans), and to reduce vehicle dust emissions. An effective measure is to enforce vehicle traffic speeds at or below 15 mph;
- j) Traffic speeds on all unpaved surfaces shall be reduced to 15 mph or less, and unnecessary vehicle traffic shall be reduced by restricting access. Appropriate training to truck and equipment drivers, on-site enforcement, and signage shall be provided;
- k) Ground cover shall be reestablished on the construction site as soon as possible and before final occupancy through seeding and watering; and
- l) Open burning shall be prohibited at the project site. No open burning of vegetative waste (natural plant growth wastes) or other legal or illegal burn materials (e.g., trash,



demolition debris) may be conducted at the project site. Vegetative wastes shall be chipped or delivered to waste-to-energy facilities (permitted biomass facilities), mulched, composted, or used for firewood. It is unlawful to haul waste materials off-site for disposal by open burning.

**Mitigation Measure 3.3-1(b): Control Exhaust Emissions (BSMP/NR/KER)**

Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0, Visible Emissions Limitations (40 percent opacity or Ringelmann 2.0). Operators of vehicles and equipment found to exceed opacity limits shall take action to repair the equipment within 72 hours or remove the equipment from service. Failure to comply may result in a notice of violation from FRAQMD.

**Mitigation Measure 3.3-1(c): Limit Equipment Idling (BSMP/NR/KER)**

Construction contracts within the BSMP shall limit idling time to 5 minutes in accordance with ARB airborne air toxic control measure 13 (CCR Chapter 10 Section 2485) unless more time is required per engine manufacturers' specifications or for safety reasons.

**Mitigation Measure 3.3-1(d): Equipment Registration (BSMP/NR/KER)**

Portable engines and portable engine-driven equipment units used by construction contractors within the BSMP site, with the exception of on-road and off-road motor vehicles, may require ARB Portable Equipment Registration with the state or a local district permit. The owner/operator of the equipment shall be responsible for arranging appropriate consultations with ARB or the FRAQMD to determine registration and permitting requirements before the equipment is operated at the site.

**Mitigation Measure 3.3-1(e): Equipment Emissions Plan (BSMP/NR/KER)**

During the construction of the BSMP, individual project applicants shall assemble a comprehensive inventory list (i.e., make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower and greater) that will be used an aggregate of 40 or more hours for a construction project. Applicants shall provide a plan for approval by FRAQMD demonstrating that the heavy-duty (equal to or greater than 50 horsepower) off-road equipment to be used for construction, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet-average 20 percent NO<sub>x</sub> reduction and 45 percent particulate reduction compared to the most recent ARB fleet average at the time of construction.

These equipment emission reductions can be demonstrated using the most recent version of the Construction Mitigation Calculator developed by the SMAQMD. Acceptable options for reducing emissions may include use of late-model engines, low emission diesel products, alternative fuels, engine retrofit technology (Carl Moyer Guidelines), after-treatment products, voluntary off-site mitigation projects, the provision of funds for air district off-site mitigation projects, and/or other options as they become available. In addition, implementation of these measures would also result in a 5 percent reduction in ROG emissions from heavy-duty diesel equipment. FRAQMD shall be contacted to discuss alternative measures.

**Finding:** Implementation of the mitigation measures listed above would reduce the predicted level of emissions for construction of the BSMP, including the Full Master Plan and Newkom Ranch and Kells East Ranch properties. The City finds that all feasible changes or alterations, in the form of mitigation measures, have been required in, incorporated into, the project. Specifically, Mitigation Measures 3.3-1(a) through 3.3-1(e) serve to substantially lessen the significant environmental effect as identified in the EIR. However, construction emissions would still exceed the FRAQMD significance thresholds for ROG and NOx. However, there are no additional feasible mitigation measures the proposed project could implement to avoid the significant air quality impacts from construction, and the project would remain significant and unavoidable. Therefore, the construction of the BSMP would generate emissions of ROG and NOx that the City finds would result in a significant and unavoidable impact. (Draft EIR pages 3.3-27 through 3.3-29)

**Impact 3.3-2:** Operational activities associated with development under the proposed BSMP would result in emissions of criteria air pollutants at levels that could substantially contribute to a potential violation of applicable air quality standards or to nonattainment conditions.

**Mitigation Measure 3.3-2: Implement Operational Mitigation Measures (BSMP/NR/KER)**

The project applicant(s) for tentative subdivision maps and development projects proposed under the BSMP shall implement the mitigation measures, as applicable to the proposed subdivision map or development project. At the time entitlements are sought, the City will evaluate measures below, determine which measures are applicable, and include those measures as conditions of approval or some other enforceable mechanism. All feasible measures listed below shall be incorporated into subdivision maps and development projects within the BSMP.

- a) Subdivision maps and development projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park shall be developed in coordination with local transit providers to ensure proper placement and design of transit stops and accommodate public transit for both employees and patrons.
- b) Subdivision maps and improvement plans shall be designed to provide convenient and safe bicycle, pedestrian, and transit access between neighborhoods and areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park, as well as parks, trails, and other destinations.
- c) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall distribute proposed parking and not concentrate parking exclusively between the front building façade and the primary abutting street where feasible.
- d) Cul-de-sacs are allowed only where they would not create a barrier for pedestrian and bicycle access or circulation between homes and destinations.

- e) Employment generating projects that anticipate more than 50 full-time equivalent employees shall participate in the Yuba-Sutter Transportation Management Association.
- f) Subdivision maps and improvement plans shall be designed to accommodate safe and frequent pedestrian crosswalks, with more frequent crossings in areas expected to have higher pedestrian traffic, such as schools, parks, trail connections, higher-density residential areas, and areas with retail, services, office uses, and other non-residential uses.
- g) Subdivision maps and improvement plans shall be designed to discourage concentration of traffic at a few intersections. Multiple points of access shall be provided whenever feasible. Roads shall be arranged in an interconnected block pattern. The maximum average block length in subdivisions is 600 feet unless unusual existing physical conditions warrant an exception to this standard, but shorter block lengths should be used around areas designated Community Commercial and Neighborhood Commercial.
- h) Subdivision maps and improvement plans shall be designed to connect with adjacent roadways and stubbed roads and shall provide frequent stubbed roadways in coordination with future planned development areas.
- i) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to minimize the amount of on-site land required to meet parking, internal circulation, and delivery/loading needs.
- j) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to break up any proposed surface parking with landscaping and provide pedestrian routes from parking areas to building entrances.
- k) The City will reduce the amount of off-street parking required or eliminate off-street parking requirements for projects that propose housing units restricted to lower-, very low-, or extremely low-income households.
- l) Residential subdivision maps shall orient the majority of buildings so that the longer axis of the building, also known as the ridge line, is oriented east-to-west, in order to maximize the potential for passive solar heating in the winter and to minimize heat gain from the afternoon summer sun.
- m) Subdivision maps and development projects proposing off-street surface parking lots shall incorporate shade trees or shade structures to provide a minimum of 50 percent shading (at maturity, where trees are used).
- n) Subdivision maps and development projects shall use climate-appropriate landscaping in parks and open space, landscaping within new rights of way, yards, and other appropriate spaces.
- o) Provide secure, covered bicycle parking for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may consist of a separate secure, covered bicycle parking area at

each employment location or larger shared bicycle parking area/s located and designed to serve multiple locations.

- p) Shower and locker facilities shall be provided for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may be achieved by incorporating a shower and locker facility into the design of each proposed use, or facilities located and designed to serve multiple locations.
- q) Residential development that proposes fireplaces shall use the lowest emitting commercially available fireplace.
- r) Provide electric vehicle charging facilities and priority parking at non-residential uses for electric and carpool/vanpool vehicles.

**Finding:** Implementation of the mitigation measure listed above would reduce the predicted level of emissions for operation of the BSMP, including the Full Master Plan and Newkom Ranch and Kells East Ranch properties. The City finds that all feasible changes or alterations, in the form of mitigation measures, have been required in, incorporated into, the project. Specifically, Mitigation Measure 3.3-2 serves to substantially lessen the significant environmental effect as identified in the EIR. However, operational emissions would still exceed the FRAQMD significance thresholds for ROG, NO<sub>x</sub>, and PM<sub>10</sub>. However, there are no additional feasible mitigation measures the proposed project could implement to avoid the significant air quality impacts from operation, and the project would remain significant and unavoidable. Therefore, operation of the BSMP would generate emissions of ROG, NO<sub>x</sub>, and PM<sub>10</sub> that the City finds would result in a significant and unavoidable impact. (Draft EIR page 3.3-31 through 3.3-33).

**Impact 3.3-3:** The proposed BSMP project would not conflict with or obstruct implementation of an applicable air quality plan.

**Mitigation Measure 3.3-3: Consistency with the Triennial Air Quality Attainment Program (BSMP/NR/KER)**

Implement Mitigation Measure 3.3-1(a) through Mitigation Measure 3.3-1(e) and Mitigation Measure 3.3-2.

**Finding:** Implementation of the mitigation measure listed above would reduce the predicted level of emissions for construction and operation of the BSMP, including the Full Master Plan and Newkom Ranch and Kells East Ranch properties. The City finds that all feasible changes or alterations, in the form of mitigation measures, have been required in, incorporated into, the project. Specifically, Mitigation Measure 3.3-3 serves to substantially lessen the significant environmental effect as identified in the EIR. However, construction and operational emissions would still result in an inconsistency with the TAQAP. In addition, the growth projections as a result of the proposed BSMP project would exceed the projections found in the SACOG's MTP, making the proposed BSMP project inconsistent with the TAQAP. However, there are no additional feasible mitigation measures the proposed project could implement to avoid an inconsistency with the TAQAP, and the project would remain significant and unavoidable.

Therefore, the City finds that the proposed BSMP project's inconsistency with the TAQAP would result in a significant and unavoidable impact. (Draft EIR pages 3.3-33 through 3.3-34)

**Impact 3.3-7:** The proposed BSMP could contribute to cumulative increases in short-term (construction) emissions.

Mitigation Measures

**Mitigation Measure 3.3-7(a): Fugitive Dust Control Plan (BSMP/NR/KER)**

Implement Mitigation Measure 3.3-1(a).

**Mitigation Measure 3.3-7(b): Control Exhaust Emissions (BSMP/NR/KER)**

Implement Mitigation Measure 3.3-1(b).

**Mitigation Measure 3.3-7(c): Limit Equipment Idling (BSMP/NR/KER)**

Implement Mitigation Measure 3.3-1(c).

**Mitigation Measure 3.3-7(d): Equipment Registration (BSMP/NR/KER)**

Implement Mitigation Measure 3.3-1(d)

**Mitigation Measure 3.3-7(e): Equipment Emissions Plan (BSMP/NR/KER)**

Implement Mitigation Measure 3.3-1(e).

**Finding:** Implementation of the mitigation measures listed above would reduce the predicted level of emissions for construction of the BSMP, including the Full Master Plan and Newkom Ranch and Kells East Ranch properties. The City finds that all feasible changes or alterations, in the form of mitigation measures, have been required in, incorporated into, the project. Specifically, Mitigation Measures 3.3-1(a) through 3.3-1(e) serve to substantially lessen the significant environmental effect as identified in the EIR. However, construction emissions would still exceed the FRAQMD significance thresholds for ROG and NOx. However, there are no additional feasible mitigation measures the proposed project could implement to avoid the significant cumulative air quality impacts from construction, and the project would remain significant and unavoidable. Therefore, the construction of the BSMP would generate emissions of ROG and NOx that the City finds would result in a significant and unavoidable cumulative impact. (Draft EIR page 3.3-34 through 3.3-41)

**Impact 3.3-8:** The proposed BSMP could contribute to cumulative increases in long-term (operational) emissions.

**Mitigation Measure 3.3-8: FRAQMD Best Available Mitigation Measures (BSMP/NR/KER)**

Implement Mitigation Measure 3.3-2.



**Finding:** Implementation of the mitigation measure listed above would reduce the predicted level of emissions for operation of the BSMP, including the Full Master Plan and Newkom Ranch and Kells East Ranch properties. The City finds that all feasible changes or alterations, in the form of mitigation measures, have been required in, incorporated into, the project. Specifically, Mitigation Measure 3.3-8 serves to substantially lessen the significant environmental effect as identified in the EIR. However, operational emissions would still exceed the FRAQMD significance thresholds for ROG, NO<sub>x</sub>, and PM<sub>10</sub>. However, there are no additional feasible mitigation measures the proposed project could implement to avoid the significant cumulative air quality impacts from operation, and the project would remain significant and unavoidable. Therefore, operation of the BSMP would generate emissions of ROG, NO<sub>x</sub>, and PM<sub>10</sub> that the City finds would result in a significant and unavoidable cumulative impact. (Draft EIR page 3.3-41)

### **Biological Resources, EIR Section 3.4**

**Impact 3.4-8:** Implementation of the proposed project, in combination with other development in the Central Sacramento Valley, could result in the loss of special-status plants and wildlife, protected trees, and wildlife resources.

#### **Mitigation Measure 3.4-8: Protection of Special Status Species**

Implement Mitigation Measures 3.4-5a through 3.4-5h.

**Finding:** The loss of land supporting areas of natural habitat will overcome any one project's ability to compensate for lost habitat values. The City finds that all feasible changes or alterations, in the form of mitigation measures, have been required in, incorporated into, the project. Specifically, Mitigation Measure 3.4-8 would serve to substantially lessen the significant environmental effect as identified in the EIR. The City finds that even with mitigation, the loss of plant and wildlife habitat and waters of the U.S. as a result of implementation of the proposed project is cumulatively considerable, resulting in a significant and unavoidable impact. (Draft EIR pages 3.4-30 through 3.4-31)

### **Cultural Resources, EIR Section 3.5**

**Impact 3.5-1:** Development pursuant to the proposed BSMP could cause a substantial adverse change in the significance of an historical architectural resource.

#### **Mitigation Measure 3.5-1: Protection of Historic Architectural Resources (BSMP project site outside NR/KER)**

- a) Concurrent with submittal of project-level development plans, the project applicant shall submit a built-environment resource investigation, for review and approval by the City, that includes, at a minimum:
  - An updated records search at the Northeast Information Center;
  - An intensive built-environment resources survey, documenting buildings and structures 45 years or older within and adjacent to the project footprint for listing in the National, California, or local registers;
  - A report that documents the results of the investigation; and

- Recommendations for mitigation to resolve adverse impacts to significant historic architectural resources.

The survey shall be carried out by a qualified historian or architectural historian meeting the Secretary of the Interior's Standards for Architectural History.

- b) Demolition or substantial alteration of all previously recorded historic resources, including significant historic resources encountered during the survey and evaluation efforts, shall be avoided, if feasible.
- c) Any alterations to historic buildings or structures, including relocation, shall conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.<sup>9</sup>
- d) If avoidance of identified historic resources is deemed infeasible, the project applicant shall prepare a treatment plan, subject to City review and approval, to include, but not limited to, adaptive reuse, photo-documentation and public interpretation of the resource.

The treatment plan shall include retention of a qualified architectural historian to document the affected historic resource in accordance with the National Park Service's Historic American Buildings Survey (HABS) and/or Historic American Engineering Record (HAER) standards. Such standards typically include large format photography using (4x5) negatives, written data, and copies of original plans if available. The HABS/HAER documentation packages shall be archived at local libraries and historical repositories, as well as the Northeast Information Center of the California Historical Resources Information System.

Public interpretation of historic resources at their original site shall occur in the form of a plaque, kiosk, or other method of describing the building's historic or architectural importance to the general public.

**Finding:** Avoidance of demolition, or alteration of historical resources in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings would mitigate impacts to historic architectural resources to a less-than-significant level. However, in the event that such measures are determined infeasible, the recordation of an historical building or structure to HABS/HAER standards and public interpretation efforts would reduce the magnitude of impacts on significant historic buildings and structures, but not to a less-than-significant level (CEQA section 15126.4(b)(2)). Impacts to significant historic buildings or structures under these circumstances would be significant and unavoidable.

Mitigation Measure 3.5-1 provides guidance for the identification and treatment of historic architectural resources discovered during the course of development. In the event that no resources eligible for listing within the remaining portions of the BSMP Project site, there would

<sup>9</sup> National Park Service, 1995. Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings. Available: <https://www.nps.gov/tps/standards/four-treatments/treatment-guidelines.pdf>.

be no impact, and if eligible resources are protected according to Secretary of Interior Standards for Treatment of Historic Properties, impacts to historic architectural resources would be reduced to a less-than-significant level. However, the exact nature of future development and the eligibility of potentially affected resources are currently unknown, and thus impacts to potentially eligible resources may occur. Therefore, the City finds impacts to eligible resources would be potentially significant and unavoidable. (Draft EIR pages 3.5-15 through 3.5-19)

## Transportation and Traffic, EIR Section 3.14

**Impact 3.14-9:** Implementation of the proposed BSMP, in combination with other cumulative development, would cause cumulatively significant LOS-related impacts at intersections maintained by Caltrans.

### Mitigation Measure 3.14-9(a): Cumulative Caltrans Intersections LOS (BSMP)

- i. Implement Mitigation Measure 3.14-3(a)(i): Add turn lanes at the SR 99/Bogue Road intersection.
- ii. Implement Mitigation Measure 3.14-3(a)(ii): Install traffic signal at the SR 99/Stewart Road intersection.
- iii. Contribute fair share cost for adding a second northbound left-turn lane and adding dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.
- iv. Contribute fair share cost for installing a traffic signal at the SR 99/Hunn Road intersection.
- v. Contribute fair share cost for installing a traffic signal at the SR 99/Smith Road intersection.

**Finding:** Implementation of Mitigation Measure 3.14-9(a), would result in operations at LOS D or better with recommended mitigation measures in place (and assuming the remaining fair share funding is identified). Since the project applicant controls properties on both sides of SR 99 south of Bogue Road, widening of Bogue Road to accommodate the additional lanes is considered feasible. Additionally, the State Route 99 Transportation Corridor Concept Report<sup>10</sup> indicates that this segment of SR 99 is planned to ultimately be a six-lane expressway, which implies (and also based on review of aerial imagery) that right-of-way is available to widen SR 99 to add a second southbound left-turn lane. Lastly, it is noted that the City, Caltrans, applicant representatives, and EIR consultants met on May 7, 2015 to discuss improvements along SR 99 to accommodate the project. Although that meeting did not result in any formal agreements, there was consensus around the need to provide additional capacity to accommodate the project.

For impacts to SR 99 intersections that require fair share funding for an identified improvement, those impacts are considered cumulatively significant and unavoidable because there are no known fee programs in place to collect the remaining funds to ensure the identified improvement is made. However, it is noted that Caltrans has processes in place whereby they may accept direct

<sup>10</sup> California Department of Transportation, 2010. *State Route 99 Transportation Corridor Concept Report*.

payments from applicants as fair share mitigation for impacts to the state highway system. However, negotiations between the applicant, City, and Caltrans regarding such a payment have not been initiated at this time.

Certain changes in the form of mitigation (Mitigation Measure 3.14-9[a]) which avoid or substantially lessen the significant environmental effect as identified in the EIR, have been required in the project. The City finds that as specified above, certain changes or alterations are within the responsibility and jurisdiction of agencies other than the City, such as Caltrans, which does not have an approved plan or program in place to actually mitigate impacts. In addition, there are no additional feasible mitigation measures the project could implement to avoid the impacts. For these reasons, the City finds that cumulative impacts at the intersections of 99/Bogue Road, SR 99/Hunn Road, and SR 99/Smith Road are significant and unavoidable, while the impact at the SR 99/Stewart Road intersection is less than significant after mitigation. (Draft EIR page 3.14-94 through 3.14-96).

**Mitigation Measure 3.14-9(b): Cumulative Caltrans Intersections LOS (NR/KER)**

- i. Implement Mitigation Measure 3.14-4(b)(i): Add second southbound left-turn lane at the SR 99/Bogue Road intersection.
- ii. Contribute fair share cost for adding a second northbound left-turn lane and adding dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.
- iii. Contribute fair share cost for installing a traffic signal at the SR 99/Hunn Road intersection.
- iv. Contribute fair share cost for installing a traffic signal at the SR 99/Smith Road intersection.
- v. Contribute fair share cost for installing a traffic signal at the SR 99/Stewart Road intersection.

**Finding:** Implementation of Mitigation Measure 3.14-9(b), would result in operations at LOS D or better with recommended mitigation measures in place. Since the project applicant controls properties on both sides of SR 99 south of Bogue Road, widening of Bogue Road to accommodate the additional lanes is considered feasible. Additionally, the *State Route 99 Transportation Corridor Concept Report*<sup>11</sup> indicates that this segment of SR 99 is planned to ultimately be a six-lane expressway, which implies (and also based on review of aerial imagery) that right-of-way is available to widen SR 99 to add a second southbound left-turn lane.

For impacts to SR 99 intersections that require fair share funding for an identified improvement, those impacts are considered cumulatively significant and unavoidable because there are no known fee programs in place to collect the remaining funds to ensure the identified improvement is made. However, it is noted that Caltrans has processes in place whereby they may accept direct payments from applicants as fair share mitigation for impacts to the state highway system.

<sup>11</sup> California Department of Transportation, 2010. *State Route 99 Transportation Corridor Concept Report*.

However, negotiations between the applicant, City, and Caltrans regarding such a payment have not been initiated at this time.

Certain changes in the form of mitigation (Mitigation Measure 3.14-9[b]) which avoid or substantially lessen the significant environmental effect as identified in the EIR, have been required in the project. The City finds that as specified above, certain changes or alterations are within the responsibility and jurisdiction of agencies other than the City, such as Caltrans, which does not have an approved plan or program in place to actually mitigate impacts. In addition, there are no additional feasible mitigation measures the project could implement to avoid the impacts. Therefore, the City finds that cumulative impacts at the intersections of SR 99/Bogue Road, SR 99/Hunn Road, SR 99/Smith Road, and SR 99/Stewart are considered significant and unavoidable. (Draft EIR pages 3.14-96 and 3.14-97)

**Impact 3.14-10:** Implementation of the proposed BSMP, in combination with other cumulative development, would cause significant queuing-related impacts at intersections maintained by Caltrans.

**Mitigation Measure 3.14-10(a): Cumulative Caltrans Intersections Queuing (BSMP)**

- i. Implement Mitigation Measure 3.14-3(a)(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane.
- ii. Implement Mitigation Measure 3.14-9(a)(iii), which consists of paying fair share cost of adding a second northbound left-turn lane and dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.

**Finding:** Implementation of Mitigation Measure 3.14-10(a), under cumulative plus BSMP conditions would result in reductions in vehicular queues in the southbound left- and right-turn lanes that no longer exceed their available vehicular storage. Northbound left- and right-turn movements would continue to occasionally be blocked by through traffic. Since the identified mitigation measures for queuing impacts to SR 99 intersections require fair share funding, those impacts are considered cumulatively significant and unavoidable because there are no known fee programs in place to collect the remaining funds to ensure the identified improvement is made. Caltrans does have processes in place whereby they may accept direct payments from applicants as fair share mitigation for impacts to the state highway system. However, negotiations between the applicant, City, and Caltrans regarding such a payment have not been initiated at this time.

Certain changes in the form of mitigation (Mitigation Measure 3.14-10[a]) which avoid or substantially lessen the significant environmental effect as identified in the EIR, have been required in the project. The City finds that as specified above, certain changes or alterations are within the responsibility and jurisdiction of agencies other than the City, such as Caltrans, which does not have an approved plan or program in place to actually mitigate impacts. In addition, there are no additional feasible mitigation measures the project could implement to avoid the impacts. For these reasons, the City finds that the cumulative impact at the intersection of SR 99/Bogue Road is considered significant and unavoidable. (Draft EIR pages 3.14-97 through 3.14-100)



**Mitigation Measure 3.14-10(b): Cumulative Caltrans Intersections Queuing (NR/KER)**

- i. Implement Mitigation Measure 3.14-4(a)(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane.
- ii. Implement Mitigation Measure 3.14-9(b)(ii), which consists of paying fair share cost of adding a second northbound left-turn lane and dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.
- iii. Implement Mitigation Measure 3.14-9(b)(v), which consists of paying fair share cost for installing a traffic signal at the SR 99/Stewart Road intersection.
- iv. Contribute fair share cost for adding a second northbound left-turn lane at the SR 99/Stewart Road intersection, or contributing fair share cost for widening Bogue Road to four lanes from Gilsizer Ranch Way to South Walton Avenue.

**Finding:** Implementation of Mitigation Measure 3.14-10(b), under cumulative plus Phase I and II conditions would result in adequate vehicular storage in all other turn lanes at the SR 99/Bogue Road Intersection. At the SR 99/Stewart Road intersection, the heavy northbound left-turn movement (420 vehicles during the PM peak hour) would still exceed the storage if a traffic signal was installed (and even if further lengthening were to occur). To address this impact, Mitigation Measure 3.14-10(b)(iv) is recommended. The addition of a second northbound left-turn lane would enable the maximum queue to be accommodated within the dual turn lanes. Alternatively, widening of Bogue Road to four lanes from Gilsizer Ranch Way to South Walton Avenue would shift some of the northbound left-turn movement (and also explains why a dual left-turn at SR 99/Stewart Road was not needed with full development of the proposed BSMP) as a result of the added capacity, thereby enabling the single left-turn lane at SR 99/Stewart Road to operate acceptably.

Since the identified mitigation measures for these impacts to SR 99 intersections require fair share funding, those impacts are considered cumulatively significant and unavoidable because there are no known fee programs in place to collect the remaining funds to ensure the identified improvement is made. However, it is noted that Caltrans has processes in place whereby they may accept direct payments from applicants as fair share mitigation for impacts to the state highway system. However, negotiations between the applicant, City, and Caltrans regarding such a payment have not been initiated at this time.

Certain changes in the form of mitigation (Mitigation Measure 3.14-10[b]) which avoid or substantially lessen the significant environmental effect as identified in the EIR, have been required in the project. The City finds that as specified above, certain changes or alterations are within the responsibility and jurisdiction of agencies other than the City, such as Caltrans, which does not have an approved plan or program in place to actually mitigate impacts. In addition, there are no additional feasible mitigation measures the project could implement to avoid the impacts. Therefore, the City finds that the cumulative impact at the intersection of SR 99/Bogue Road is considered significant and unavoidable. (Draft EIR page 3.14-100)

## 5.5 Findings Regarding Project Alternatives

Public Resources Code section 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which will substantially lessen the significant environmental effects of such projects”. The same statute states that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.”

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine whether there are any “feasible” project alternatives that would substantially lessen such effect. (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417 (*City of Del Mar*)). For purposes of CEQA, “feasible” means “capable of being accomplished in a reasonable period of time taking into account economic, environmental, legal, social and technological factors” (CEQA Guidelines, § 15364). The concept of “feasibility” also encompasses whether a particular alternative promotes the project’s underlying goals and objectives, and whether an alternative is impractical or undesirable from a policy standpoint. (See *City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417; *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001.) Thus, even if a project alternative will avoid or substantially lessen any of the significant environmental effects of the project, the decision-makers may reject the alternative if they determine that specific considerations make the alternative infeasible, or if the alternative does not meet the objectives for the project.

CEQA Guidelines require that an EIR “describe a range of reasonable alternatives to the project, or to the location of the project, which could feasibly obtain the basic objectives of the project...” (CEQA Guidelines Section 15126.6[a]). The lead agency has the discretion to determine how many alternatives constitute a reasonable range and that an EIR need not present alternatives that are incompatible with fundamental project objectives. Additionally, CEQA Guidelines Section 15126.6(a) provides that an EIR need not consider alternatives that are infeasible. CEQA Guidelines Section 15126.6(f)(1) provides that among the factors that may be taken into account when addressing the feasibility of alternatives are “site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries, and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site.” CEQA Guidelines Section 15126.6(f) states that the range of alternatives required in an EIR is governed by a “rule of reason” that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The EIR analysis considered a reasonable range of alternatives.

### Alternatives Considered but not Evaluated Further

State CEQA Guidelines Section 15126.6(c) provides that the range of potential alternatives for the project shall include those that could feasibly accomplish most of the basic objectives of the

project, and could avoid or substantially lessen one or more of the significant effects. Alternatives that fail to meet the fundamental project purpose need not be addressed in detail in an EIR.

In determining what alternatives should be considered in the EIR, it is important to acknowledge the objectives of the project, the project's significant effects, and unique project considerations. These factors are crucial to the development of alternatives that meet the criteria specified in Section 15126.6(a). Although EIRs must contain a discussion of "potentially feasible" alternatives, the ultimate determination as to whether an alternative is feasible or infeasible is made by lead agency decisionmaker(s).<sup>12</sup> At the time of action on the project, the decisionmaker(s) may consider evidence beyond that found in this EIR in addressing such determinations. The decision-maker(s), for example, may conclude that a particular alternative is infeasible (i.e., undesirable) from a policy standpoint, and may reject an alternative on that basis provided that the decision-maker(s) adopts a finding, supported by substantial evidence, to that effect, and provided that such a finding reflects a reasonable balancing of the relevant economic, environmental, social, and other considerations supported by substantial evidence.

The EIR should also identify any alternatives that were considered by the lead agency, but were rejected during the planning or scoping process and briefly explain the reasons underlying the lead agency's determination. There were no alternatives considered by the City that are not evaluated in the EIR.

Alternative sites would entail either the same or new significant environmental effects as the proposed project site. For example, development of the project on any suitable alternative site in or around the County may not avoid or substantially lessen the project's air quality or GHG impacts, as those impacts would occur no matter where the development is located, and could be worse if located further away from a major transportation corridor or in areas with existing unacceptable traffic levels. Moreover, an alternative site that is not adjacent to already-developed lands would likely result in greater aesthetics and utilities impacts than the proposed project site.

Furthermore, viable alternative locations for the project are limited to those that would feasibly attain most of the project objectives. There are no other appropriately located and sized land areas along a major transportation corridor that would satisfy the project objectives and eliminate or reduce impacts from the proposed project. The proposed project would offer housing, commercial, industrial, public, and recreational uses in proximity to a major transportation corridor. An offsite alternative would not satisfy objectives specific to the project location. Furthermore, the applicants have indicated that they do not own other lands in the area that could feasibly meet these project objectives.

The City certifies that it has independently reviewed and considered the information on alternatives provided in the EIR and in the record. The EIR reflects the City's independent judgment as to alternatives. The City finds that the proposed project provides the best balance between the project sponsor's objectives, the City's goals and objectives, the project's benefits as described in the Statement of Overriding Considerations, and mitigation of environmental impacts to the extent feasible. The alternative site location alternative is rejected for the reasons

<sup>12</sup> Public Resources Code, Section 21081(a)(3).

noted above and as further described in the EIR. Each individual reason presented above constitutes a separate and independent basis to reject an alternative site location as being infeasible.

## Alternatives Evaluated in the EIR

The following alternatives were evaluated in the Draft EIR.

- **Alternative 1: No Project/No Build Alternative** is the No Project alternative as required by CEQA Guidelines section 15126.6(e). Under the No Project alternative, no building or development would occur in the plan area. The site is assumed to remain in its existing condition, including the existing agriculture and estate residential uses.
- **Alternative 2: No Project/Existing Sutter County General Plan** assumes development of the plan area under the existing Sutter County General Plan land use and zoning designations, which include the Estate Residential (ER), Low Density Residential (LDR), Industrial (IND), and Agriculture (AG-20).
- **Alternative 3: Reduced Project Alternative** would develop the plan area with the same land uses proposed in the BSMP, however there would be 25 percent less development within those land uses.
- **Environmentally Superior Alternative**, as provided in Section 15126.6 (e)(2) of the State CEQA Guidelines, requires that an environmentally superior alternative be designated and states that if the environmentally superior alternative is the No Project alternative, the EIR also is required to identify an environmentally superior alternative among the other alternatives. The environmentally superior alternative is Alternative 1: No Project/No Build because the project site would essentially be unchanged and would not have the operational effects or environmental impacts that would be associated with any of the alternatives. Aside from Alternative 1, Alternative 2 would have the least environmental impacts because it would result in much less development and would maintain much of the existing agricultural and rural attributes of the project site, relative to the proposed BSMP.

In compliance with CEQA, these Findings examine the alternatives and the extent to which they lessen or avoid the project's significant environmental effects while meeting the project objectives.

In addressing the No Project Alternative, the City followed the direction of the State CEQA Guidelines which provide that the No Project analysis shall discuss the existing conditions, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services (CEQA Guidelines Section 15126[d][4]).

The City finds that a good faith effort was made to evaluate all reasonable alternatives to the project that could feasibly obtain its basic objectives, even when the alternatives might impede the attainment of the objectives or might be costlier. The City also finds that all reasonable alternatives were reviewed, analyzed, and discussed in the review process of the EIR and the ultimate decision on the project. The EIR reflects the City's independent judgment as to alternatives. The City finds that the proposed project provides the best balance between the

project sponsor's objectives, the City's goals and objectives, the project's benefits as described in the Statement of Overriding Considerations, and mitigation of environmental impacts to the extent feasible. The three CEQA alternatives proposed and evaluated in the EIR are rejected for the reasons identified below. Each individual reason presented below constitutes a separate and independent basis to reject the project alternative.

### ***Alternative 1: No Project Alternative***

**Description:** Under Alternative 1, the No Project Alternative, no building or development would occur in the plan area. The site is assumed to remain in its existing condition, including the existing agriculture and estate residential uses.

**Summary of Impacts:** Alternative 1, the No Project Alternative, would avoid the project's significant mitigable impacts and significant unavoidable impacts, and overall, the environmental impacts would be less than those that would occur with the project because no development would occur. As this alternative would not develop the plan area, it would avoid the project's significant and unavoidable impact related to aesthetics, and agricultural lands as there would be no development to impact view sheds or agricultural resources. Significant and unavoidable impacts related to air quality, biological resources, and cultural resources, would also be avoided as there would be no development of the plan area. Similarly, all significant and unavoidable impacts to transportation and traffic topics under project and/or cumulative conditions would be avoided (i.e., intersection level of service; transit operations and access).

**Finding:** Under Alternative 1, the No Project Alternative, the project would not be approved, and no development would occur. This would avoid all environmental effects of the project. Accordingly, Alternative 1 is the environmentally superior alternative. (CEQA Guidelines, § 15126.6; see Draft EIR, page 5-5.) However, the No Project Alternative would not meet the project objectives because it would not meet the project objectives to help to create high-quality balanced neighborhoods, provide a wide range of housing opportunities, a mix of community- and neighborhood land uses, or provide an interconnected modified grid street system that provides adequate and ample travel options for pedestrians, bicyclists, transit, and vehicles. Pursuant to Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), the City finds that because Alternative 1 would not meet the project objectives, the City rejects Alternative 1.

### ***Alternative 2: No Project/Existing Sutter County General Plan***

**Description:** Under Alternative 2, development of the plan area would be assumed to occur under the existing Sutter County General Plan land use and zoning designations, which include the Estate Residential (ER), Low Density Residential (LDR), Industrial (IND), and Agriculture (AG-20). The plan area would be developed with 600 dwelling units, with 522 units on approximately 1/2-acre lots, 24 units of 20-acre lots, and 54 units on 1/8-acre lots. Relative to the proposed BSMP, which would develop approximately 2,517 residential units, under Alternative 2 the number of residential units would be reduced by 76 percent. The proposed BSMP would also develop approximately 1,288,723 sf of non-residential uses. Consequently, new construction would be limited to buildout of residential units in the areas under the ER, AG-20, and LDR land use designations.



**Summary of Impacts:** Although no significant impacts or significant and unavoidable impacts would be avoided under Alternative 2, the use of the existing Sutter County General Plan land use designations would occur, which allow for much lower development densities than would be allowed under the proposed BSMP. As a result, the maximum buildout scenario for Alternative 2 would include approximately 600 dwelling units and would maintain the existing land uses for the areas designated as Industrial and Open Space. Further, no school, commercial, park, or multi-family residential uses would be constructed under Alternative 2. This buildout scenario would require substantially less construction and would preserve much of the existing agricultural operations at the project site.

Significant and unavoidable impacts related to air quality, agricultural resources, biological resources, and cultural resources, would be less than the proposed project as the project would require substantially less construction and would preserve much of the existing agricultural operations at the project site.

Alternative 2 would not trigger or include any roadway improvements, so there would not be any road closures or detours associated with Alternative 2 that could affect local traffic or emergency vehicle access. Similarly, a significant and unavoidable impacts to transportation and traffic topics under project and/or cumulative conditions would be less than under the proposed project conditions given that the small number of new trips would mean it's unlikely for Alternative 2 to significantly affect traffic levels in the project site and vicinity. In addition, Alternative 2 would not trigger the need for new bicycle, pedestrian or transit facilities as the area would remain largely rural.

**Finding:** Under Alternative 2, the No Project/Existing Sutter County General Plan Alternative, the City would partially meet the project objectives of the proposed project. These would include the development of the project site with the land uses identified in the Sutter County General Plan. In addition, the long term operation of adjacent agricultural uses would be maintained because the project site would be developed for estate residential and agricultural uses (Objective 3). Development under Alternative 2 would be anticipated to coordinate the development of land uses and the infrastructure to serve those uses, consistent with the existing utilities services to the project site (Objective 6). Alternative 2 would not develop the project site for annexation to the City of Yuba City, so there would be no negative fiscal impact to the City's general fund due to the construction of improvements and services (Objective 8). However, as development would be less dense and intense under this alternative, the funding of infrastructure to serve the project would likely require fiscal help from the County as the total fee burden of development purposed under the BSMP, which is denser and more intense, is estimated to significantly exceed 20 percent of the current residential sale prices, which is higher than what is considered typical for a financially-feasible project.

Under Alternative 2, the City would not develop a mix of housing opportunities or commercial, office, and business/technology uses (Objective 1). Alternative 2 would not maintain the integrity of surrounding residential neighborhoods by providing connections or continuing development (Objective 2). The street grid system would not be expanded or modified under Alternative 3, as much of the existing uses would be anticipated to remain intact (Objective 4). The project would

not be anticipated to incorporate high-quality architectural details or landscape features, instead developing for rural/agricultural uses (Objective 5). Development under Alternative 2 would not support the extension of urban services or approval for the annexation of the project site to the City of Yuba City (Objective 7).

Under Alternative 2, the reduced degree of construction and reduced amount of residential units would reduce the residential population and reduce the emissions of criteria air pollutants, construction-related noise impacts, transportation impacts, and demand for potable water. This alternative would also reduce impacts to energy, greenhouse gas emissions, noise and vibration, population and housing, and public services. While Alternative 2 would reduce impacts in these areas, it would not avoid all of the project's significant unavoidable impacts.

Additionally, the No Project/Existing Sutter County General Plan Alternative would not meet the basic project objectives to the extent of the project. The City finds that Alternative 2 would not avoid or substantially lessen the project's significant and unavoidable impacts, and would not fulfill the project objectives to the extent to which the project would. Pursuant to Government Code Section 65041.1, EO W-18-91 Government Code Section 14682, Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), and for each of the reasons stated above, the City rejects Alternative 2.

### ***Alternative 3: Reduced Project Alternative***

**Description:** Under Alternative 3, the Reduced Project Alternative, development would be assumed to occur within the plan area with the same land uses proposed in the BSMP, however there would be 25 percent less development within those land uses. The proposed BSMP would develop approximately 2,517 dwelling units and approximately 1,288,723 sf of non-residential uses. Alternative 3 would reduce the level of development proposed in the BSMP by 25 percent but would maintain the existing plan area boundaries and existing land use designations.

**Summary of Impacts:** Alternative 3, the Reduced Project Alternative, would result in similar environmental impacts as the project, and a number of significant impacts or significant and unavoidable impacts would be avoided, because the same project elements would be constructed and operated on the same project site, but at a reduced density, with 25 percent fewer residential units and 25 percent less non-residential square footage. Alternative 3 would reduce the impacts of: misdirected nighttime lighting; reduced glare from street lighting; delays at intersections (25 percent fewer vehicle trips); queuing-related impacts; and GHG emissions compared to the proposed BSMP.

**Finding:** Under Alternative 3, the overall program for the project would remain the same and would still include the same land uses proposed in the BSMP, however there would be 25 percent less development within those land uses. Other than the overall reduction in development in the plan area, the rest of the project description would remain substantially similar; therefore, Alternative 3 would result in impacts that are virtually identical to the project, although impacts to air quality and transportation would be slightly less. However, Alternative 3 would not avoid all of the project's significant and unavoidable impacts. Additionally, although Alternative 3 would still provide residential development, the reduction in residential development included

under this alternative would likely result in less development of commercial, office, and mixed use development, and therefore, this alternative would not encourage and support the same objective of the project to develop a wide range of housing opportunities and mixed use. Finally, there would likely be a negative fiscal impact to the City's general fund due to the construction of improvements and services under Alternative 3. Development would be less dense and intense under this alternative, and as a result the funding of infrastructure to serve the project would likely require fiscal help from the City as the total fee burden of development purposed under the BSMP, which is denser and more intense, is estimated to significantly exceed 20 percent of the current residential sale prices, which is higher than what is considered typical for a financially-feasible project.

The City finds that Alternative 3 would not avoid or substantially lessen the project's significant and unavoidable impacts, would not fulfill the objective of allowing for the creation of high-quality balanced neighborhoods that provide a wide range of housing opportunities. In addition, reduced development within the plan area would lessen the ability for the project to meet the objective to create a mix of community- and neighborhood-commercial, office, and business/technology-oriented uses and would increase the likelihood that development in the plan area would create a negative fiscal impact to the City's General Fund.

Pursuant to Government Code Section 65041.1, EO W-18-91, and Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), and for each of the reasons stated above, the City rejects Alternative 3.

## **6 Statement of Overriding Considerations**

Pursuant to CEQA section 21081 and CEQA Guideline 15093, the City hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the project, as set forth below, independently and collectively outweighs the project's significant and unavoidable impacts and is an overriding consideration warranting approval of the project. Any one of the reasons for approval cited below is sufficient to justify approval of the project. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section, and in the documents found in the Record of Proceedings.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the City specially finds that there are significant benefits of the project to support approval of the project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations.

Seventeen significant and unavoidable environmental impacts resulting from the project (nine at the project-level and eight cumulative) were identified. Although the City finds that the project will result in these significant and unavoidable impacts, the City also finds that the project benefits outweigh these impacts.

The City finds that, as part of the process of obtaining project approval, all significant effects on the environment from implementation of the project have been eliminated or substantially lessened, where feasible. All mitigation measures proposed in the EIR that are applicable to the project are adopted as part of this approval action. Furthermore, the City has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technical, legal, social and other considerations.

Project benefits include the following:

- The project will allow for the creation of high-quality balanced neighborhoods that provide a wide range of housing opportunities, along with a mix of community- and neighborhood-commercial, office, and business/technology-oriented uses. Proposed residential uses would include options ranging from low density residential to medium/high density residential. Non-residential uses would generally be located along major transportation corridors such as Highway 99.
- The project will provide a framework for maintaining the integrity of surrounding residential neighborhoods by providing connections where necessary and continuing development in a visually compatible manner. For example, low density residential uses in the BSMP would be located adjacent to existing low density residential neighborhoods.
- The project will support the long term operation of adjacent agricultural uses, as well as continued interim agricultural production within the BSMP plan area through the employment of urban edge widened sidewalks which will act as buffers between the uses proposed under the BSMP and adjacent agricultural uses.
- The project will provide an interconnected modified grid street system that expands upon the existing and adjacent roadways in the plan area to provide adequate and ample travel options for pedestrians, bicyclists, transit, and vehicles.
- The project will foster a positive community image through the incorporation of high-quality architectural details and landscaping features. This will be achieved through the implementation of development standards and guidelines which would regulate neighborhood pattern and form, edge treatments, screening, building form and massing, building orientation, building materials and finishes, and lighting.
- The project will coordinate the development of land uses and infrastructure to ensure that the infrastructure can support that development and the development can support the associated costs.
- The project will support Sutter County Local Area Formation Commission (Sutter LAFCo) approval for the annexation of the plan area into the City of Yuba City.
- The project will ensure that appropriate funding mechanisms are established to fully fund planned improvements and services over the 20-year buildout term without creating a negative fiscal impact to the City's General Fund.

Having considered these benefits, the City finds that the benefits of the project outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are

therefore acceptable. The City further finds that each of the above considerations is sufficient to approve the project. For each of the reasons stated above, and all of them, the project should be implemented notwithstanding the significant unavoidable adverse impacts identified in the EIR.

## 6.1 Conclusion and Findings

In conclusion, the City finds that the proposed project has been carefully reviewed and that the goals, objectives and policies included in the proposed project along with the mitigation measures identified in the EIR have avoided or substantially lessen several environmental impacts, to the extent feasible. Nonetheless, the proposed project may have certain environmental effects which cannot be avoided or substantially lessened. The City has carefully considered all of the environmental impacts that have not been mitigated to an insignificant level. The City has also carefully considered the economic, fiscal, legal, social and technological benefits of the proposed project, as well as other considerations. The City has balanced the benefits of the proposed project against its unavoidable and unmitigated adverse environmental impacts and, based upon substantial evidence in the record, has determined that the benefits of the proposed project outweigh the adverse environmental effects.

Based on the foregoing, and pursuant to Public Resources Code section 21081 and State CEQA Guidelines Section 15093, the City finds that the remaining significant and unavoidable impacts of the proposed modified project are acceptable in light of its economic, fiscal, technological, and social benefits. Such benefits outweigh such significant and unavoidable impacts and provide the substantive and legal basis for this Statement of Overriding Considerations.

Finally, the City finds that, to the extent that any impacts identified in the EIR remain unmitigated, mitigation measures have been required to the extent feasible, although the impacts could not be reduced to a less-than-significant level. Accordingly, when deciding to approve the proposed project, the City is faced with the presumed unmitigated impacts which are limited in nature. When considering the significant benefits outlined in this Statement of Overriding Consideration against limited impacts, the balance of weight clearly falls in favor of the merits of the project and its benefits.

For the reasons stated herein, and each of them separately and independently of the others, the City has adopted this Statement of Overriding Considerations.

## 7 Mitigation Monitoring and Reporting Program

The City has prepared a Mitigation Monitoring and Reporting Program (MMRP) for the project. The City finds that the impacts of the proposed project have been mitigated to the extent feasible by the mitigation measures identified in the EIR and in the MMRP. The City adopts the MMRP for the proposed project that accompanies the EIR. The City will use the MMRP to track compliance with project mitigation measures. The MMRP designates responsibility and anticipated timing for the implementation of mitigation measures and conditions within the jurisdiction, of the City. The MMRP will remain available for public review during the compliance period. The MMRP is attached to and incorporated into the project and is approved in conjunction with certification of the EIR and adoption of these Findings of Fact. In the event of

any conflict between these findings and the MMRP with respect to the requirements of an adopted mitigation measure, the more stringent measure shall control, and shall be incorporated automatically into both the findings and the MMRP. The City approves and will implement all the mitigation measures identified in the EIR and MMRP.



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Attachment A  
**Mitigation Monitoring and  
Reporting Program**



# CHAPTER 4

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## Mitigation Monitoring and Reporting Program

### 4.1 Introduction

Public Resources Code section 21081.6 and section 15097 of the California Environmental Quality Act (CEQA) Guidelines require public agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a mitigated negative declaration or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Bogue Stewart Master Plan (BSMP). The intent of the MMRP is to track and successfully implement the mitigation measures identified within the Draft Environmental Impact Report (Draft EIR) for the proposed project.

### 4.2 Mitigation Measures

The mitigation measures are taken from the BSMP Draft EIR and are assigned the same number as in the Draft EIR. The MMRP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

### 4.3 MMRP Components

The components of the attached tables, which contain applicable mitigation measures, are addressed briefly, below.

**Impact:** This column summarizes the impact stated in the Draft EIR.

**Mitigation Measure:** All mitigation measures identified in the Bogue Stewart Master Plan Draft EIR will be presented, as revised in the Final EIR, and numbered accordingly.

**Action(s):** For every mitigation measure, one or more actions are described. The actions delineate the means by which the mitigation measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure.

**Implementing Party:** This item identifies the entity that will undertake the required action.

**Timing:** Implementation of the action must occur prior to or during some part of project approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

**Monitoring Party:** The City of Yuba City is primarily responsible for ensuring that mitigation measures are successfully implemented. Within the City, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project. Other agencies, such as the Feather River Air Quality Management District, may also be responsible for monitoring the implementation of mitigation measures. As a result, more than one monitoring party may be identified.

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.3 Air Quality</b>												
<b>3.3-1(a) Fugitive Dust Control Plan (BSMP/NR/KER)</b>												
During the construction of the BSMP, individual project applicants shall submit to FRAQMD a Fugitive Dust Control Plan with the following mitigation measures to be implemented:												
a) All grading operations on a project shall be suspended when sustained winds exceed 20 miles per hour (mph) or when winds carry dust beyond the property line despite implementation of all feasible dust control measures;												
b) Construction sites shall be watered as directed by the FRAQMD and as necessary to prevent fugitive dust violations.												
c) An operational water truck shall be on-site at all times. Water shall be applied to control dust as needed to prevent visible emissions violations and off-site dust impacts.												
d) On-site dirt piles or other stockpiled particulate matter shall be covered, wind breaks installed, and water and/or soil stabilizers employed to reduce wind-blow dust emissions. The use of approved nontoxic soil stabilizers shall be incorporated according to manufacturers' specifications to all inactive construction areas.												
e) All transfer processes involving a free fall of soil or other particulate matter shall be operated in such a manner as to minimize the free fall distance and fugitive dust emissions.												
f) Approved chemical soil stabilizers shall be applied according to the manufacturers' specifications to all inactive construction areas (previously graded areas that remain inactive for 96 hours), including unpaved roads and employee/equipment parking areas.												
g) To prevent track-out, wheel washers shall be installed where project vehicles and/or equipment exit onto paved streets from unpaved roads. Vehicles and/or equipment shall be washed before each trip. Alternatively, a gravel bed may be installed as appropriate at vehicle/equipment site exit points to effectively remove soil buildup on tires and tracks and prevent/diminish track-out.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X			As needed during construction.				
h) Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom permitted) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.												
i) Temporary traffic control shall be provided as needed during all phases of construction to improve traffic flow, as deemed appropriate by the appropriate department of public works and/or California Department of Transportation (Caltrans), and to reduce vehicle dust emissions. An effective measure is to enforce vehicle traffic speeds at or below 15 mph.												
j) Traffic speeds on all unpaved surfaces shall be reduced to 15 mph or less, and unnecessary vehicle traffic shall be reduced by restricting access. Appropriate training to truck and equipment drivers, on-site enforcement, and signage shall be provided.												
k) Ground cover shall be reestablished on the construction site as soon as possible and before final occupancy through seeding and watering.												
l) Open burning shall be prohibited at the project site. No open burning of vegetative waste (natural plant growth wastes) or other legal or illegal burn materials (e.g., trash, demolition debris) may be conducted at the project site. Vegetative wastes shall be chipped or delivered to waste-to-energy facilities (permitted biomass facilities), mulched, composted, or used for firewood. It is unlawful to haul waste materials off-site for disposal by open burning.												



**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	
<b>3.3-1(b) Control Exhaust Emissions (BSMP/NR/KER)</b> Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0, Visible Emissions Limitations (40 percent opacity or Ringelmann 2.0). Operators of vehicles and equipment found to exceed opacity limits shall take action to repair the equipment within 72 hours or remove the equipment from service. Failure to comply may result in a notice of violation from FRAQMD.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X		As needed during construction.				
<b>3.3-1(c) Limit Equipment Idling (BSMP/NR/KER)</b> Construction contracts within the BSMP shall limit idling time to 5 minutes in accordance with ARB airborne air toxic control measure 13 (CCR Chapter 10 Section 2485) unless more time is required per engine manufacturers' specifications or for safety reasons.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X		As needed during construction.				
<b>3.3-1(d) Equipment Registration (BSMP/NR/KER)</b> Portable engines and portable engine-driven equipment units used on the project site, with the exception of on-road and off-road motor vehicles, may require ARB Portable Equipment Registration with the state or a local district permit. The owner/operator of the equipment shall be responsible for arranging appropriate consultations with ARB or the FRAQMD to determine registration and permitting requirements before the equipment is operated at the site.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X		As needed during construction.				
<b>3.3-1(e) Equipment Emissions Plan (BSMP/NR/KER)</b> During the construction of the BSMP, individual project applicants shall assemble a comprehensive inventory list (i.e., make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower and greater) that will be used an aggregate of 40 or more hours for a construction project. Applicants shall provide a plan for approval by FRAQMD demonstrating that the heavy-duty (equal to or greater than 50 horsepower) off-road equipment to be used for construction, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent ARB fleet average at the time of construction.  These equipment emission reductions can be demonstrated using the most recent version of the Construction Mitigation Calculator developed by the SMAQMD. Acceptable options for reducing emissions may include use of late-model engines, low emission diesel products, alternative fuels, engine retrofit technology (Carl Moyer Guidelines), after-treatment products, voluntary off-site mitigation projects, the provision of funds for air district off-site mitigation projects, and/or other options as they become available. In addition, implementation of these measures would also result in a 5 percent reduction in ROG emissions from heavy-duty diesel equipment. FRAQMD shall be contacted to discuss alternative measures.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD				X		As needed during construction.				
<b>3.3-2 Implement Operational Mitigation Measures (BSMP/NR/KER)</b> The project applicant(s) for tentative subdivision maps and development projects proposed under the BSMP shall implement the mitigation measures, as applicable to the proposed subdivision map or development project. At the time entitlements are sought, the City will evaluate measures below, determine which measures are applicable, and include those measures as conditions of approval or some other enforceable mechanism. All feasible measures listed below shall be incorporated into subdivision maps and development projects within the BSMP.	Individual project applicants.  City of Yuba City to confirm compliance with FRAQMD				X		As needed during construction.				

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MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance			Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.3-2 (cont.)</b>												
a) Subdivision maps and development projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park shall be developed in coordination with local transit providers to ensure proper placement and design of transit stops and accommodate public transit for both employees and patrons.												
b) Subdivision maps and improvement plans shall be designed to provide convenient and safe bicycle, pedestrian, and transit access between neighborhoods and areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park, as well as parks, trails, and other destinations.												
c) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall distribute proposed parking and not concentrate parking exclusively between the front building façade and the primary abutting street where feasible.												
d) Cul-de-sacs are allowed only where they would not create a barrier for pedestrian and bicycle access or circulation between homes and destinations.												
e) Employment generating projects that anticipate more than 50 full-time equivalent employees shall participate in the Yuba-Sutter Transportation Management Association.												
f) Subdivision maps and improvement plans shall be designed to accommodate safe and frequent pedestrian crosswalks, with more frequent crossings in areas expected to have higher pedestrian traffic, such as schools, parks, trail connections, higher-density residential areas, and areas with retail, services, office uses, and other non-residential uses.	Individual project applicants.  City of Yuba City to confirm compliance with FRAQMD				X				As needed during construction.			
g) Subdivision maps and improvement plans shall be designed to discourage concentration of traffic at a few intersections. Multiple points of access shall be provided whenever feasible. Roads shall be arranged in an interconnected block pattern. The maximum average block length in subdivisions is 600 feet unless unusual existing physical conditions warrant an exception to this standard, but shorter block lengths should be used around areas designated Community Commercial and Neighborhood Commercial.												
h) Subdivision maps and improvement plans shall be designed to connect with adjacent roadways and stubbed roads and shall provide frequent stubbed roadways in coordination with future planned development areas.												
i) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to minimize the amount of on-site land required to meet parking, internal circulation, and delivery/loading needs.												
j) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to break up any proposed surface parking with landscaping and provide pedestrian routes from parking areas to building entrances.												
k) The City will reduce the amount of off-street parking required or eliminate off-street parking requirements for projects that propose housing units restricted to lower-, very low-, or extremely low-income households.												

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance			Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.3-2 (cont.)</b>												
l) Residential subdivision maps shall orient the majority of buildings so that the longer axis of the building, also known as the ridge line, is oriented east-to-west, in order to maximize the potential for passive solar heating in the winter and to minimize heat gain from the afternoon summer sun.												
m) Subdivision maps and development projects proposing off-street surface parking lots shall incorporate shade trees or shade structures to provide a minimum of 50 percent shading (at maturity, where trees are used).												
n) Subdivision maps and development projects shall use climate-appropriate landscaping in parks and open space, landscaping within new rights of way, yards, and other appropriate spaces.	Individual project applicants											
o) Provide secure, covered bicycle parking for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may consist of a separate secure, covered bicycle parking area at each employment location or larger shared bicycle parking area/s located and designed to serve multiple locations.	City of Yuba City to confirm compliance with FRAQMD				X			As needed during construction.				
p) Shower and locker facilities shall be provided for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may be achieved by incorporating a shower and locker facility into the design of each proposed use, or facilities located and designed to serve multiple locations.												
q) Residential development that proposes fireplaces shall use the lowest emitting commercially available fireplace.												
r) Provide electric vehicle charging facilities and priority parking at non-residential uses for electric and carpool/vanpool vehicles.												
<b>3.3-3 Consistency with the Triennial Air Quality Attainment Program (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(a) through Mitigation Measure 3.3-1(e) and Mitigation Measure 3.3-2	Individual project applicants				X			As needed during construction.				
<b>3.3-5 Equipment Emissions Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(e)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(a) Fugitive Dust Control Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(a)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(b) Control Exhaust Emissions (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(b)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(c) Limit Equipment Idling (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(c)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(d) Equipment Registration (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(d)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(e) Equipment Emissions Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(e)	Individual project applicants				X			As needed during construction.				
<b>3.3-8 FRAQMD Best Available Mitigation Measures (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-2.	Individual project applicants				X			As needed during construction.				
<b>3.3-10 Equipment Emissions Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(e).	Individual project applicants				X			As needed during construction.				

**TABLE 4-1  
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Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4 Biological Resources</b>												
<b>3.4-1 Protection of Jurisdictional Waters and Wetlands (BSMP/NR/KER)</b>												
a) Prior to grading activities, the City shall require the project applicant [for an individual project pursuant to the BSMP] to prepare a formal aquatic resources delineation in accordance with the USACE Minimum Standards for Acceptance of Aquatic Resources Delineation Reports for all areas of the individual development project site to determine if any wetlands or other waters of the U.S. potentially subject to Sections 401 and 404 of the CWA exist on that site. If no potential wetlands or other waters of the U.S. are identified, a report shall be submitted to the City for its records and no additional measures are required. If the formal aquatic resources delineation identifies potentially jurisdictional features on an individual project site, then measure 3.4-1(b) shall be implemented (below). If potential canals, streams, or lakes are identified that may be impacted by project activities, mitigation 3.4-1(c) shall also be implemented.	Individual project applicants.  City of Yuba City and USACE to confirm compliance.			X					As needed during construction.			
b) If the formal aquatic resources delineation identifies potentially jurisdictional features on an individual development project site, then the report shall be submitted to the USACE for verification and issuance of a jurisdictional determination. If any wetlands or waters are determined to be under the jurisdiction of the USACE or the RWQCB and may be impacted by project development, then the individual project applicant shall obtain Section 404/401 permits based on the jurisdictional determination with the appropriate regulatory agency for the potentially impacted features. During the permitting process, mitigation measures shall be developed as necessary to reduce impacts on wetlands through avoidance, minimization and/or compensatory mitigation. Permanent losses to potentially jurisdictional wetlands and other waters of the U.S. shall be compensated at a minimum 1:1 ratio (or otherwise agreed upon ratio with the USACE and RWQCB) to achieve a no net loss of wetlands.	Individual project applicants.  City of Yuba City and USACE or RWQCB to confirm compliance.			X					As needed prior to construction.			
c) If the individual development project would result in impacts to the bed and banks of Gilsizer Slough, or other jurisdictional water courses with a defined bed and bank as identified in an aquatic resources delineation or jurisdictional determination, the City shall notify, or require the project applicant to notify, the CDFW. The CDFW will determine whether a Section 1600 Lake and Streambed Alteration Agreement (LSAA) is required. If required, the individual project applicant shall apply for and adhere to the conditions of the LSAA. This action shall be completed prior to issuance of a grading permit or initiation of other project activities that may impact the canal or other jurisdictional water courses.	Biologist to conduct monitoring.  Contractor to implement measures  City of Yuba City and CDFW to confirm compliance.			X					As needed prior to construction.			
<b>3.4-2 Protection of Valley Elderberry Longhorn Beetle (BSMP/NR/KER)</b>												
a) The individual project applicant shall engage a qualified biologist to conduct a survey of the construction footprint and 165-foot buffer around the proposed construction footprint to determine whether any elderberry shrubs with stems at least one inch dgl are present. If no such elderberry shrubs are present within 165 feet of construction activities, a report shall be submitted to the City for its records and no additional measures are required.	Contractor to implement measures.  Biologist to conduct monitoring.  City of Yuba City to confirm compliance.				X		X		Consultation to occur prior to construction if needed.  Prior to work within 165 feet of elderberry shrubs.			

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4-2 (cont.)</b>												
b) If elderberry shrubs with stems at least one inch dgl are present within 165 feet of construction activities, the following avoidance measures shall be implemented, at minimum, in accordance with the VELB Impact Assessment.												
1. Fencing shall be installed as close to the construction limits as feasible for shrubs occurring within 165 feet.	Individual project applicants.											
2. In areas where work would occur within near proximity to elderberry shrub, exclusion fencing shall be established a minimum of a 20-foot radius around the shrubs.	Biologist to conduct monitoring.				X				Weekly during work within 165 feet of elderberry shrubs.			
3. An individual project applicant shall engage a qualified biologist to provide worker awareness training for all contractors, work crews, and any onsite personnel, on the status of the VELB, its host plant and habitat, the need to avoid damaging the shrubs, and the possible penalties for non-compliance.	City of Yuba City to confirm compliance.											
4. Mechanical weed removal within the drip-line of the shrub shall be limited to the season when adults are not active (August - February) and shall avoid damaging the elderberry.												
c) If elderberry shrubs cannot be avoided or if indirect effects will result in the death of stems or entire shrubs, the elderberry shrubs with stems greater than one inch dgl shall be transplanted.	Individual project applicants.											
1. The individual project applicant shall engage a qualified biologist to monitor the transplanting activities.	Biologist to conduct monitoring.				X				As needed during construction.			
2. Elderberry shrubs shall be transplanted when the shrubs are dormant (November through February 14) and after they have lost their leaves.	City of Yuba City to confirm compliance.											
d) For shrubs that cannot be avoided, the individual project applicant shall purchase compensatory mitigation for impacts to elderberry shrubs. The appropriate type and amount of compensatory mitigation shall be determined through coordination with the USFWS. Appropriate compensatory mitigation may include purchasing credits at a USFWS-approved conservation bank at a minimum 1:1 ratio, providing onsite mitigation, and/or establishing and/or protecting habitat for the valley elderberry longhorn beetle.	Individual project applicants.								Consultation to occur prior to construction if needed.			
	Biologist to conduct monitoring.			X	X							
	City of Yuba City and USFWS to confirm compliance.								Avoidance to occur throughout construction.			
<b>3.4-3 Protection of Migratory Birds and Raptors (BSMP/NR/KER)</b>												
a) Building demolition and vegetation clearing operations, including initial grading and tree removal, shall occur outside of the nesting season (September 1 through January 31) to the extent feasible. If vegetation removal or building demolition begins during the nesting season (February 1 to August 31), the individual project applicant shall engage a qualified biologist to conduct a pre-construction survey for active nests within a 500-foot buffer around the individual project footprint. The pre-construction survey shall be conducted within 14 days prior to commencement of ground disturbing activities. If the pre-construction survey shows that there is no evidence of active nests, then a report shall be submitted to the City for its records and no additional measures are required. If construction does not commence within 14 days of a pre-construction survey, or halts for more than 14 days, an additional pre-construction survey is required for each period of delay.	Individual project applicants.											
	Biologist to conduct survey.				X				Within 14 days prior to commencement of ground disturbing activities, and after a lapse in construction of 14 days or more.			
	City of Yuba City to confirm compliance.											

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4-3 (cont.)</b>												
b) If any active nests are located within the construction footprint – including, but not limited to individual project site, staging areas, spoils sites, construction access – an appropriate buffer zone shall be established around the nests, as determined by the qualified biologist based on applicable regulatory requirements in force at the time of construction activity. The biologist shall mark the buffer zone with construction tape or pin flags and maintain the buffer zone until the end of breeding season or until the young have successfully fledged or the nest is determined to no longer be active. Buffer zones are typically 50-100 feet for migratory bird nests and 250-500 feet for raptor nests (excluding Swainson’s hawk). If active nests are found within the vicinity of the construction areas, the qualified biologist shall monitor nests weekly during construction to evaluate potential nesting disturbance by construction activities. If establishing the typical buffer zone is impractical, the qualified biologist shall adjust the buffer depending on the species and daily monitoring would be required to ensure that the nest is not disturbed and no forced fledging occurs. This daily monitoring shall occur until the qualified biologist determines that the nest is no longer occupied.	Individual project applicants.  Biologist to determine buffer distance.  Contractor to avoid buffer zone.  City of Yuba City to confirm compliance.				X				As needed during construction.			
<b>Additional Measures for Burrowing Owl</b>												
c) Prior to any individual project construction, the project applicant shall engage a qualified biologist to conduct a habitat assessment to determine if potential nesting habitat is present with an individual project area. If potential nesting habitat is present, nesting and wintering season surveys for burrowing owl shall be conducted to determine if potential habitat within 500 feet of ground disturbance is used by this species. As described in Table 3.4.2, suitable burrowing owl habitat includes the annual grassland and agricultural land. The timing and methodology for the surveys shall be conducted in accordance with the current CDFW Staff Report on Burrowing Owl Mitigation (Appendix D-3). A minimum of three survey visits should be conducted at least three weeks apart during the peak breeding season between April 15 and July 15. One of these surveys could be conducted at the same time as the nesting bird survey (Mitigation Measure 3.4-3a) should work be anticipated to commence within 14 days and between April 15 and July 15. A winter survey shall be conducted between December 1 and January 31, during the period when wintering owls are most likely to be present.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City and CDFW to confirm compliance.				X				First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.			
d) If an active burrowing owl nest site/active burrow is discovered in the vicinity of an individual project construction footprint – including, but not limited to individual project site, staging areas, spoils sites, construction access – the project applicant shall notify the City and CDFW. A qualified biologist shall monitor the owls and establish a fenced exclusion zone around each occupied burrow. No construction activities shall be allowed within the exclusion buffer zone until such time that the burrows are determined by a qualified biologist to be unoccupied. The buffer zones shall be a minimum of 150 feet from an occupied burrow during the non-breeding season (September 1 through January 31) and a minimum of 250 feet from an occupied burrow during the breeding season (February 1 through August 31).	Individual project applicants.  Biologist to establish exclusion zone and conduct monitoring.  Contractor to avoid exclusion zone.  City of Yuba City to confirm compliance.				X				Buffers to be established as needed during construction.  Monitoring to occur daily during work within buffer zones.			



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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.4-3 (cont.)</b>												
e) If avoidance is not feasible, the CDFW shall be consulted to develop and the implement avoidance or passive relocation methods. All activities that will result in a disturbance to burrows shall be approved by the CDFW prior to implementation.	Individual project applicants.  City of Yuba City to coordinate consultation with the CDFW.				X							Prior to disturbance to burrowing owls (as applicable).
<b>Additional Measures for Swainson's Hawk</b>												
f) If construction activities are anticipated to commence during the Swainson's hawk nesting season (March 1 to September 15), the individual project applicant shall engage a qualified biologist to conduct a minimum of two pre-construction surveys during the recommended survey periods in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Appendix D-4). All potential nest trees within 0.25 mile of the proposed project footprint shall be visually examined for potential Swainson's hawk nests, as accessible. If no active Swainson's hawk nests are identified on or within 0.25 mile of the proposed project, a report documenting the survey methodology and findings should be submitted to the City for its files and no additional mitigation measures are required.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City to confirm compliance.				X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
g) If active Swainson's hawk nests are found within 0.25 mile of construction activities, a survey report shall be submitted to the CDFW and the CNDDDB, and an avoidance and minimization plan shall be provided to and approved by the CDFW prior to the start of construction of the given development proposal. The avoidance plan shall identify measures to avoid or minimize impacts to the active Swainson's hawk nest. These measures may include, but are not limited to:	Individual project applicants.											
1. Conducting a Worker Awareness Training Program prior to the start of construction;	Biologist to conduct training.				X							Training to be conducted prior to the start of construction (as applicable).
2. Establishing a buffer zone and work schedule to avoid impacting the nest during critical periods. If practicably feasible, no work will occur within 200 yards of the nest while it is in active use. If work will occur within 200 yards of the nest, then construction shall be monitored by a qualified biologist to ensure that no work occurs within 50 yards of the nest during incubation or within ten days after hatching;	City of Yuba City and CDFW to confirm compliance.											
3. Having a qualified biological monitor conduct regular monitoring of the nest during construction activities; and												
4. Allowing the qualified biologist to halt construction activities until CDFW determines that the construction activities are disturbing the nest.												
<b>3.4-4 Protection of Bat Species (BSMP/NR/KER)</b>												
a) The individual project applicant shall engage a qualified biologist to conduct a pre-construction survey for special-status bat species within 14 days prior to the start of tree or building removal within the BSMP project site. If no special-status bats are observed roosting, a report shall be submitted to the City for its records and no additional measures are required. If construction does not commence or if any trees or buildings anticipated for removal are not removed within 14 days of the pre-construction survey or halts for more than 14 days, a new survey and reporting shall be conducted.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City to confirm compliance.				X							First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.

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MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4-4 (cont.)</b>												
b) If bats including pallid bats are found, the qualified biologist shall consult with the CDFW to determine and implement avoidance measures. Avoidance measures may include, but are not limited to, establishing a buffer around the roost tree or building until it is no longer occupied or installing exclusion material around the tree/opening of the building after dusk, once the qualified biologist has determined that the bat has left the roost to forage. The tree or building shall not be removed until a biologist has determined that the tree or building is no longer occupied by the bats.	City of Yuba City to coordinate consultation with the CDFW.				X							Prior to disturbance to bats, including pallid bats (as applicable).
<b>3.4-5 Protection of Heritage and Street Trees (BSMP/NR/KER)</b>												
a) The individual project applicant shall engage a certified arborist to conduct a tree survey and prepare an arborist report. The arborist report shall include the species, diameter at breast height, location, condition of each street tree and native oak tree, and identify whether the native oak tree should be considered for preservation. The arborist report shall also recommend whether oak trees and heritage oak trees should be preserved. The arborist report shall include compensatory mitigation for impacts to native and heritage oak trees at a minimum 1:1 ratio based on diameter at breast height (DBH) for each tree.	Arborist to conduct survey.  City of Yuba City to confirm compliance.			X								Prior to ground disturbance.
b) The individual project applicant shall submit an application to the Director of the City of Yuba City for any street tree proposed for removal. If authorized by the Director, the street tree may be removed at the expense of the applicant.	Individual project applicants.  City of Yuba City to confirm compliance.			X	X							Prior to ground disturbance or tree removal (as applicable).
c) During any construction activities, construction shall be avoided within the critical root zones of preserved/protected trees, unless the area has been previously paved. Encroachments shall be held to no more than 20 percent of the critical root zone area. Avoidance areas shall be fenced prior to any activities onsite or offsite.	Contractor to avoid critical root zones.  City of Yuba City to confirm compliance.					X						As needed during construction.
d) During project construction, the individual project applicant shall retain an arborist to supervise all grade cuts in the critical root zone of protected trees, and properly treat all roots subject to damage as soon as possible after excavation. Cut-faces exposed for more than two to three days shall be covered with a dense burlap fabric and watered to maintain soil moisture at least on a daily basis until the area is permanently covered.	Contractor/Arborist to monitor critical root zones.  City of Yuba City to confirm compliance.				X							As needed during construction.
e) Avoid placement of fill exceeding one foot in depth within the critical root zone of all preserved/protected trees. If unavoidable, either design drainage away from the critical root zone of the tree or consider tree removal. Placement of fill material less than one foot in depth and encroachment of less than 20 percent into the critical root zone area shall not require such additional mitigation measures.	Contractor/Arborist to monitor critical root zones.  City of Yuba City to confirm compliance.				X							As needed during construction.
f) Any proposed structures shall not encroach more than 20 percent into the critical root zone area of a preserved/protected tree. If unavoidable, tree removal shall be considered.	Contractor to avoid critical root zones.  City of Yuba City to confirm compliance.				X							As needed during construction.

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MITIGATION MONITORING AND REPORTING PROGRAM**

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<b>3.4-5 (cont.)</b>													
g) Onsite and offsite utilities shall be designed to avoid the critical root zone of preserved/protected trees. In some circumstances, hand digging of utilities through the critical root zone areas would be an option. Boring beneath the critical root zone area would also be an option.	Contractor to avoid critical root zones.  City of Yuba City to confirm compliance.				X								As needed during construction.
h) Branches and limbs that have been torn, broken, or spilt during construction shall be removed. In addition, any dead, diseased, or rubbing limbs shall be removed.	Contractor/Individual project applicants.				X								As needed during construction.
<b>3.4-6 Rare Plant Protection (BSMP only; not NR or KER)</b>													
a) The individual project applicant shall retain a qualified biologist to conduct focused botanical protocol-level surveys in the nonnative annual grassland for dwarf downingia (blooms March through May) and Ferris' mile-vetch (blooms April through May) and in the non-native grassland and oak woodland for Baker's navarretia (blooms April through July) and Hartweg's golden sunburst (blooms March through April). Surveys shall be conducted during blooming periods for all special-status species. (It is noted that the blooming periods for these plant species overlap in the month of April.) If no special-status plants are observed within the survey area, then a report shall be submitted to the City and no additional mitigation is required so long as construction commences within two years of the survey.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City to confirm compliance.			X									Prior to ground disturbance (as applicable).
b) If Baker's navarretia, dwarf downingia, or Ferris' milk-vetch are observed within the project site, the plants should be avoided with a minimum 10-foot avoidance buffer with exclusion fencing, to the extent feasible. If these special-status plants cannot be avoided, a mitigation plan shall be prepared by a qualified botanist. At minimum, the mitigation plan shall include locations where the plants will be transplanted, success criteria, and monitoring activities for the transplanted populations. The mitigation plan shall be finalized prior to transplanted and commencement of construction activities.	Biologist to conduct survey.  City of Yuba City to confirm compliance.				X								First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.
c) If the federal and state endangered Hartweg's golden sunburst is observed, the plants shall be avoided to the extent feasible.  1. If the plants cannot be avoided, the individual project applicant shall obtain a CESA Section 2081(b) Incidental Take Permit. Measures to minimize the take and to mitigate the impacts caused by the take shall be set forth in one or more conditions of the permit. Potential conservation measures include, but are not limited to, purchasing credits from a mitigation bank, establishing a preserve, and/or preparing a mitigation plan.  2. If the plants cannot be avoided and if the project requires USFWS Section 7 consultation (i.e., would impact a jurisdictional wetland or water of the U.S. requiring a Section 404 CWA permit), consultation with the USFWS through the Section 7 process shall occur to determine any additional avoidance, conservation, and mitigation measures that may be needed for the species, if any. The individual project applicant is not required to consult for impacts to federally listed plants without a federal nexus.	Biologist to conduct survey.  City of Yuba City to coordinate consultation with the USFWS.				X								First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.4-7 Protection of Swainson's Hawk Foraging Habitat (BSMP only; not NR or KER)</b> a) Prior to disturbance of a minimum of five acres of non-native annual grassland, the individual project applicant shall engage a qualified biologist to conduct a CNDDDB search for active Swainson's hawk nests occurring within 10 miles of the individual project footprint and documented within five years of commencement of ground disturbance. The CNDDDB search shall be conducted within one year prior to commencement of construction activities. If no nests are documented within 10 miles within the last five years, then a report shall be submitted to the City documenting the results. No additional mitigation is required. b) If an active nest is documented within 10 miles of the individual project footprint and within five years prior to the anticipated start of ground disturbance, the individual project applicant shall mitigate at ratios that correspond to the distance of the nest or shall establish a conservation easement, in accordance with the Staff Report (Appendix D-5). These ratios are identified below: 1. Projects within one mile of an active nest tree shall provide: i. One acre of Habitat Management (HM) land (at least 10 percent of the HM Land requirements shall be met by fee title acquisition or a conservation easement allowing for the active management of the habitat, with the remaining 90 percent of the HM lands protected by a conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk) for each acre of development authorized (1:1 ratio); or ii. One-half acre of HM land (all of the HM land requirements shall be met by fee title acquisition or a conservation easement (acceptable to the CDFW) which allows for the active management of the habitat for prey production on-the HM lands) for each acre of development authorized (0.5:1 ratio). 2. Projects within five miles of an active nest tree but greater than one mile from the nest tree shall provide 0.75 acres of HM land for each acre of urban development authorized (0-75:1 ratio). All HM lands protected under this requirement may be protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk. 3. Projects within 10 miles of an active nest tree but greater than 5 miles from an active nest tree shall provide 0.5 acres of HM land for each acre of urban development authorized (0.5:1 ratio). All HM lands- protected under this requirement may be protected through fee title acquisition or a conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk. c) Management Authorization holders/project sponsors shall provide for the long-term management of the HM lands by funding a management endowment (the interest on which shall be used for managing the HM lands) at the rate of 400 dollars per HM land acre (adjusted annually for inflation and varying interest rates).	Biologist to conduct survey.			X	X						At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.	
	Biologist to conduct survey.			X	X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
	Biologist to conduct survey.			X	X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
	Biologist to conduct survey.			X	X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
	Individual project applicants.			X	X	X		As needed				

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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
3.4-7 (cont.) d) Implement Mitigation Measures 3.4-3(f) and 3.4-3(g).	Biologist to conduct survey and training. City of Yuba City to confirm compliance.				X							Survey to occur at least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.  Training to be conducted prior to the start of construction (as applicable).
3.4-8 <b>Protection of Special Status Species</b> Implement Mitigation Measures 3.4-5a through 3.4-5h.	Contractor/Arborist to monitor and avoid critical root zones.  City of Yuba City to confirm compliance.				X							As needed during construction.
3.4-9 <b>Protection of Special Status Species</b> Implement Mitigation Measures 3.4-5a through 3.4-5h.	Contractor/Arborist to monitor and avoid critical root zones.  City of Yuba City to confirm compliance.				X							As needed during construction.
<b>3.5 Cultural Resources</b>												
3.5-1 <b>Protection of Historic Architectural Resources (BSMP project site outside NR/KER)</b> a) Concurrent with submittal of project-level development plans, the project applicant shall submit a built-environment resource investigation, for review and approval by the City, that includes, at a minimum: - An updated records search at the Northeast Information Center; - An intensive built-environment resources survey, documenting buildings and structures 45 years or older within and adjacent to the project footprint for listing in the National, California, or local registers; - A report that documents the results of the investigation; and - Recommendations for mitigation to resolve adverse impacts to significant historic architectural resources. The survey shall be carried out by a qualified historian or architectural historian meeting the Secretary of the Interior's Standards for Architectural History.	Individual project applicants.  City of Yuba City to confirm compliance.			X	X							Once prior to construction.  Monitoring as needed during construction.
b) Demolition or substantial alteration of all previously recorded historic resources, including significant historic resources encountered during the survey and evaluation efforts, shall be avoided, if feasible.	Contractor/Individual project applicants.											
c) Any alterations to historic buildings or structures, including relocation, shall conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.	City of Yuba City to confirm compliance.				X							As needed during construction.

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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.5-1 (cont.)</b> d) If avoidance of identified historic resources is deemed infeasible, the project applicant shall prepare a treatment plan, subject to City review and approval, to include, but not limited to, adaptive reuse, photo-documentation and public interpretation of the resource. The treatment plan shall include retention of a qualified architectural historian to document the affected historic resource in accordance with the National Park Service’s Historic American Buildings Survey (HABS) and/or Historic American Engineering Record (HAER) standards. Such standards typically include large format photography using (4x5) negatives, written data, and copies of original plans if available. The HABS/HAER documentation packages shall be archived at local libraries and historical repositories, as well as the Northeast Information Center of the California Historical Resources Information System. Public interpretation of historic resources at their original site shall occur in the form of a plaque, kiosk, or other method of describing the building’s historic or architectural importance to the general public.	Contractor/Individual project applicants.  Architectural historian to conduct survey.  City of Yuba City to confirm compliance.				X				Monitoring as needed during construction.  Once prior to construction.  As needed during construction.			
<b>3.5-2(a) Protection of Archaeological Resources (NR/KER)</b> <b>Archaeological Monitoring Plan.</b> Prior to issuance of grading permits or ground-disturbing construction activity in the Newkom Ranch and Kells East Ranch properties, the project applicant shall prepare and submit an Archaeological Monitoring Plan to the City of Yuba City for review and approval. Monitoring shall be required for all surface alteration and subsurface excavation work, including trenching, boring, grading, use of staging areas and access roads, and driving vehicles and equipment. A Secretary of the Interior-qualified professional archaeologist (project archaeologist) shall prepare the plan. The plan shall address (but not be limited to) the following issues:	Contractor/Individual project applicants.  Project archaeologist to prepare plan and conduct and training.  City of Yuba City to confirm compliance.			X	X				Once prior to construction.  Monitoring and training as needed during construction.  Compliance review as needed during construction.			
<ul style="list-style-type: none"> <li>• Training program for all construction and field workers involved in site disturbance;</li> <li>• Person(s) responsible for conducting monitoring activities, including both archaeological and Native American monitors;</li> <li>• How the monitoring shall be conducted and the required format and content of monitoring reports, including the need to conduct trenching, shovel-test units or auger samples to identify archaeological deposits in advance of construction, assessment, designation and mapping of the sensitive cultural resource areas on final project maps, assessment and survey of any previously unsurveyed areas;</li> <li>• Person(s) responsible for overseeing and directing the monitors;</li> <li>• Schedule for submittal of monitoring reports and person(s) responsible for review and approval of monitoring reports;</li> <li>• Procedures and construction methods to avoid sensitive cultural resource areas (i.e., planning construction to avoid the resource, incorporating the resource within open space, capping and covering the resource, or deeding the site into a permanent conservation easement);</li> <li>• Clear delineation and fencing of sensitive cultural resource areas;</li> <li>• Physical monitoring boundaries;</li> <li>• Protocol for notifications in case of encountering of cultural resources, as well as methods of dealing with the encountered resources (e.g., collection, identification, curation);</li> <li>• Methods to ensure security of cultural resources;</li> <li>• Protocol for notifying local authorities (i.e. Sheriff, Police) should site looting and other illegal activities occur during construction.</li> </ul>												



**TABLE 4-1  
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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	
<p><b>3.5-2(a) (cont.)</b></p> <p><b>Archaeological and Native American Monitoring.</b> If an intact archaeological resource is encountered, all soil disturbing activities in the vicinity of the resource shall cease until it is evaluated. The project archaeologist shall immediately notify the City of Yuba City of an encountered archaeological resource. The project archaeologist and Native American monitor shall, after making a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological resource, present the findings of this assessment to the City.</p> <p>During the course of the monitoring, the project archaeologist and Native American monitor may adjust the frequency—from continuous to intermittent—of the monitoring based on the conditions and professional judgment regarding the potential to impact resources.</p> <p>If the City, in consultation with the project archaeologist and Native American monitor, determines that a significant archaeological resource is present and that the resource could be adversely impacted by the project, the City shall:</p> <ul style="list-style-type: none"> <li>Determine whether preservation in place is feasible. Consistent with CEQA Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.</li> <li>If avoidance is not feasible, prepare and implement a detailed Archaeological Research Design and Treatment Plan. Treatment of archaeological resources will follow the applicable requirements of Public Resources Code Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.</li> <li>If potential human remains are encountered, all work will halt in the vicinity of the find and the City will contact the county coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner shall contact the Native American Heritage Commission. As provided in Public Resources Code Section 5097.98, the Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</li> </ul>											
<p><b>3.5-2(b) Protection of Historic Archaeological Resources (Full BSMP project site except NR/KER)</b></p> <p>When BSMP-level development plans outside the Newkom Ranch and Kells East Ranch properties are submitted to the City of Yuba City for approval, the project applicant shall be required to complete a cultural resources investigation for review and approval by the City that includes, at a minimum:</p> <ul style="list-style-type: none"> <li>An updated records search at the Northeast Information Center;</li> <li>Updated Native American consultation in coordination with the Native American Heritage Commission.</li> <li>An intensive archaeological survey of the development area;</li> </ul>	<p>Contractor/Individual project applicants.</p> <p>Project archaeologist and Native American monitor to conduct and survey monitoring.</p> <p>City of Yuba City to confirm compliance.</p>			X	X						<p>Monitoring as needed during construction.</p> <p>Compliance review as needed during construction.</p>

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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date		
<b>3.5-2(b)</b> (cont.) <ul style="list-style-type: none"> <li>A geoarchaeological assessment for the potential for buried archaeological resources;</li> <li>A report that documents the results of the investigation; and</li> <li>Recommendations for mitigation to resolve adverse impacts to significant archaeological resources or human remains.</li> </ul> The survey shall be carried out by a qualified archaeologist meeting the Secretary of the Interior's Standards for Archaeology, and can be documented in the same document as required in Mitigation Measure 3.5-1(a).	Contractor/Individual project applicants.										Survey to occur once prior to construction.		
	Project archaeologist and Native American monitor to conduct survey and monitoring.			X	X							Monitoring as needed during construction.	
	City of Yuba City to confirm compliance.											Compliance review as needed during construction.	
<b>3.5-3 Protection of Historic Architectural Resources (BSMP project site outside NR/KER)</b> Implement Mitigation Measure 3.5-1.	Individual project applicants.											Once prior to construction.	
	City of Yuba City to confirm compliance.			X	X							Monitoring as needed during construction.	
<b>3.5-4(a) Protection of Archaeological Resources (NR/KER)</b> Implement Mitigation Measure 3.5-2(a).	Contractor/Individual project applicants.											Survey to occur once prior to construction.	
	Project archaeologist to prepare plan and Native American monitor to conduct survey and monitoring.			X	X							Monitoring as needed during construction.	
	City of Yuba City to confirm compliance.											Compliance review as needed during construction.	
<b>3.5-4(b) Protection of Historic Archaeological Resources (Full BSMP project site except the Newkom Ranch and Kells East Ranch properties)</b> Implement Mitigation Measure 3.5-2(b).	Contractor/Individual project applicants.											Survey to occur once prior to construction.	
	Project archaeologist to prepare plan and Native American monitor to conduct survey, and monitoring.			X	X							Monitoring as needed during construction.	
	City of Yuba City to confirm compliance.											Compliance review as needed during construction.	
<b>3.7 Green House Gas Emissions and Energy</b>													
<b>3.7-1(a) Residential Building Insulation (BSMP/NR/KER)</b> Prior to building construction, individual project applicants shall submit to the City building plans demonstrating how all proposed residential buildings include greatly enhanced building insulation materials such as spray foam wall insulated walls R-15 or greater, roof/attic R-38 or higher. The individual project applicants shall also demonstrate how all proposed residential buildings include modestly enhanced window insulation such as 0.4 U-Factor or 0.32 SHGC.	Contractor/Individual project applicants.												Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.			X									

**TABLE 4-1  
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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.7-1(b) Commercial Building Insulation (BSMP/NR/KER)</b> Prior to building construction, individual project applicants shall submit to the City building plans demonstrating how all proposed commercial buildings include enhanced building insulation materials (e.g., rigid wall installation, roof/attic R-38).	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.7-3 Compliance with Yuba City REP (BSMP/NR/KER)</b> Implement Mitigation Measure 3.7-1(a) and Mitigation Measure 3.7-1(b).	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.8 Hazards and Hazardous Materials</b>												
<b>3.8-2 Conduct Phase I Environmental Site Assessments (BSMP/NR/KER)</b> a) Prior to final project design of any individual project pursuant to the BSMP that includes any earth-disturbing activities, the applicant shall submit to the City a Phase I Environmental Site Assessment (Phase I ESA). The Phase I ESA shall be prepared in general accordance with ASTM Standard E1527-13, Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process (or most current edition that is in force at the time of final project design), which is the current industry standard. The Phase I ESA shall include a records review of appropriate federal, State, and local databases within ASTM-listed search distances regarding hazardous materials use, storage, or disposal at the given site, a review of historical topographic maps and aerial photographs, a site reconnaissance, interviews with persons knowledgeable about the sites historical uses, and review of other relevant existing information that could identify the potential existence of Recognized Environmental Conditions, including hazardous materials, or contaminated soil or groundwater. If no Recognized Environmental Conditions are identified, then no further action would be required.	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
b) If Recognized Environmental Conditions are identified and the Phase I ESA recommends further action, the applicant shall conduct the appropriate follow-up actions, which may include further records review, sampling of potentially hazardous materials, and possibly site cleanup. In the event that site cleanup is required, the project shall not proceed until the site has been cleaned up to the satisfaction of the appropriate regulatory agency (e.g., DTSC, RWQCB, or SC EHD) such that the regulatory agency issues a No Further Action letter or equivalent.	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.8-5 Conduct Phase I Environmental Site Assessment (BSMP)</b> Implement Mitigation Measure 3.8-2.	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.8-7 Traffic Control Plan (BSMP/NR/KER)</b> Prior to construction, the applicant for an individual project, or its construction contractor(s), shall prepare and implement a traffic control plan to minimize traffic impacts on all roadways at and near the work site affected by construction activities. The traffic control plan shall reduce potential traffic safety hazards and ensure adequate access for emergency responders. The applicant and construction contractor(s) shall coordinate preparation and implementation of this traffic control plan with the City of Yuba City Fire Department and Police Department, the CHP, and/or CAL FIRE, as appropriate. To the extent applicable, this traffic control plan shall	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											

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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.8-7 (cont.)</b>												
conform to the 2014 California Manual on Uniform Traffic Control Devices (MUTCD), Part 6 (Temporary Traffic Control). The traffic control plan shall provide, but not be limited to, the following elements:												
<ul style="list-style-type: none"> <li>Circulation and detour plans to minimize impacts on local road circulation during road and lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the construction zone;</li> <li>Identifying truck routes designated by Sutter County, where applicable. Haul routes that minimize truck traffic on local roadways shall be utilized to the extent possible;</li> <li>Sufficient staging areas for trucks accessing construction zones to minimize the disruption of access to adjacent existing public rights-of-way;</li> <li>Controlling and monitoring construction vehicle movement through the enforcement of standard construction specifications by onsite inspectors;</li> <li>Scheduling truck trips outside the peak morning and evening commute hours to the extent possible;</li> <li>Limiting the duration of road and lane closures to the extent possible;</li> <li>Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized;</li> <li>Implementing roadside safety protocols. Advance "Road Work Ahead" warning and speed control signs (including those informing drivers of State legislated double fines for speed infractions in a construction zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone;</li> <li>Coordinating construction administrators of police and fire stations (including all fire protection agencies). Operators shall be notified in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures, where applicable; and</li> <li>Repairing and restoring affected roadway rights-of way to their original condition after construction is completed.</li> </ul>	Contractor/Individual project applicants.			X							Compliance review as needed prior to construction.	
	City of Yuba City to confirm compliance.											
<b>3.8-11 Traffic Control Plan (BSMP/NR/KER)</b>	Contractor/Individual project applicants.											
Implement Mitigation Measure 3.8-7.	City of Yuba City to confirm compliance.						X					Compliance review as needed prior to construction.
<b>3.11 Noise and Vibration</b>												
<b>3.11-1 Construction Noise Measures (BSMP/NR/KER)</b>												
Individual project applicants of new development (excluding renovation of existing buildings) shall require construction contractors to implement the following measures during all phases of project construction:												
a) Whenever stationary noise sources – such as generators and compressors – are used within line of sight to occupied residences (on or offsite), temporary barriers shall be constructed around the source to shield the ground floor of the noise-sensitive uses. These barriers shall be of ¾-inch Medium Density Overlay (MDO) plywood sheathing, or other material of equivalent utility and appearance to achieve a Sound Transmission Class of STC-30, or greater, based on certified sound transmission loss data taken according to ASTM Test Method E90 or as approved by the City of Yuba City Building Official.	Contractor/Individual project applicants.											
	City of Yuba City to confirm compliance.				X	X						Compliance review as needed prior to construction and during construction.

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

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		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
3.11-1 (cont.)												
b) Construction equipment staging areas shall be located as far as feasible from residential areas while still serving the needs of construction contractors.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
c) Equipment and trucks used for construction will use the industry standard noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds, wherever feasible).	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
d) Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically- or electrically-powered where feasible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dB. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dB. Quieter procedures, such as use of drills rather than impact tools, shall be used whenever feasible.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
<b>3.11-2 Transportation Source Mitigation (BSMP)</b> Prior to approval of a map, an acoustical study shall be submitted to the City demonstrating that the project would include noise attenuation to reduce noise levels at the existing residences adjacent to Stewart Road, between SR 99 and Phillips Road, to below the noise standard specified in the City's general plan Policy 9.1-1-3. If sound walls are proposed, they must be constructed of a material and at a height sufficient to reduce traffic noise to either 4 dB below existing conditions or below 60 dBA Ldn.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X					Compliance review as needed prior to construction.			
<b>3.11-3 Stationary Source Mitigation (BSMP/NR/KER)</b> The project sponsor shall ensure that the following measures are implemented for all development under the proposed BSMP:												
a) Prior to the issuance of building permits, individual project applicants shall submit engineering and acoustical specification for project mechanical HVAC equipment and the proposed locations of onsite loading docks to the Planning Director demonstrating that the HVAC equipment and loading dock design (types, location, enclosure, specification) will control noise from the equipment to not exceed 55 dBA during the daytime and 45 dBA during nighttime hours.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X					Compliance review as needed prior to construction.			
b) Noise-generating stationary equipment associated with proposed commercial and/or office uses, such as portable generators, compressors, and compactors, within line-of-sight of adjacent noise-sensitive uses shall be enclosed or acoustically shielded to reduce noise-related impacts.												
<b>3.11-6 Construction Noise Measures (BSMP/NR/KER)</b> Implement Mitigation Measure 3.11-1.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
<b>3.11-9 Stationary Source Mitigation (BSMP/NR/KER)</b> Implement Mitigation Measure 3.11-3.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X					Compliance review as needed prior to construction.			

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

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<b>3.14 Transportation and Circulation</b>												
<b>3.14-1(a) Yuba City Intersections (BSMP)</b>												
The project applicant(s) shall construct the following improvements. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.												
i. Install a traffic signal and widen the eastbound and southbound approaches to provide dedicated left-turn pockets at the Bogue Road/South Walton Avenue intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).	Contractor/Individual project applicants.			X	X							Compliance review as needed prior to construction and during construction (As needed).
ii. Install a traffic signal at the Railroad Avenue/Lincoln Road intersection (in conjunction with existing lane configurations).	City of Yuba City to confirm compliance.											
iii. Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).												
iv. Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).												
v. Install a traffic signal at the Gilsizer Ranch Way/Bogue Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).												
<b>3.14-1(b) Yuba City Intersections (NR/KER)</b>												
The project applicant(s) shall construct the following improvements. Improvement shall be required at such time that the retail center in the southwest quadrant of the Bogue Road/Phillips Road intersection is constructed. It shall also be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. Improvement ii shall be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.												
i. Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions); and	Contractor/Individual project applicants.				X	X						Compliance review as needed prior to construction and during construction (As needed).
ii. Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).	City of Yuba City to confirm compliance.											
<b>3.14-3 Caltrans Intersections LOS (BSMP)</b>												
The project applicant(s) shall construct the improvements described below. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff and Caltrans regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.												
	Contractor/Individual project applicants.				X	X						Compliance review as needed prior to construction and during construction (As needed).
	City of Yuba City to confirm compliance.											



**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date		
<b>3.14-3 (cont.)</b>													
i. Widen the SR 99/Bogue Road intersection to provide a second southbound left-turn lane that provides 500 feet of storage in each lane. Widen Bogue Road to construct a second eastbound and westbound left-turn lane. Restripe westbound Bogue Road approaching SR 99 to consist of two left-turn lanes, one through lane, and one right-turn lane (with the right-turn consisting of an overlap arrow); and	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.				X	X			Compliance review as needed prior to construction and during construction (As needed).				
ii. Install a traffic signal at the SR 99/Stewart Road intersection.													
<b>3.14-4(a) Caltrans Intersections Queuing (BSMP)</b>													
Implement Mitigation Measure 3.14-3(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane. To address queuing impacts in the southbound left-turn lane prior to the overall intersection LOS reaching an unacceptable level, the second left-turn lane is necessary. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff and Caltrans regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction (As needed).				
<b>3.14-4(b) Caltrans Intersections Queuing (NR/KER)</b>													
The project applicant(s) shall construct the following improvements at the SR 99/Bogue Road intersection. These improvements shall be in place at such time that the 21-acre retail center located in the southwest quadrant of the Bogue Road/Phillips Road intersection and 20 additional acres of residential in Newkom Ranch or Kells East Ranch are constructed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction (As needed).				
i. Widen the SR 99/Bogue Road intersection to provide a second southbound left-turn lane that provides 500 feet of storage in each lane.													
<b>3.14-7(a) Cumulative Yuba City Intersections (BSMP)</b>													
i. Implement Mitigation Measure 3.14-1(a)(i): Install traffic signal and add turn lanes at the Bogue Road/South Walton Avenue intersection.													
ii. Implement Mitigation Measure 3.14-1(a)(iii): Install traffic signal at the Bogue Road/Phillips Road intersection.	Contractor/Individual project applicants.												
iii. Implement Mitigation Measure 3.14-1(a)(iv): Install a traffic signal and add turn lanes at the Bogue Road/Railroad Avenue intersection.				X	X								
iv. Implement Mitigation Measure 3.14-1(a)(v): Install traffic signal at the Gilsizer Ranch Way/Bogue Road intersection.	City of Yuba City to confirm compliance.												
v. Contribute fair share cost for restriping the eastbound approach at the Garden Highway/Bogue Road intersection from a through lane to a shared through/right lane, and modifying the signal phasing to east-west split-phase.													

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.14-7(b) Cumulative Yuba City Intersections (NR/KER)</b>												
i. Implement Mitigation Measure 3.14-1(b)(i): Install traffic signal at the Bogue Road/Phillips Road intersection.												
ii. Implement Mitigation Measure 3.14-1(b)(ii): Install a traffic signal and add turn lanes at the Bogue Road/Railroad Avenue intersection.	Contractor/Individual project applicants.											
iii. Contribute fair share cost for installing a traffic signal at the South Walton Avenue/Bogue Road intersection.				X	X							
iv. Contribute fair share cost for installing a traffic signal at the Phillips Road/Lincoln Road intersection.	City of Yuba City to confirm compliance.											
v. Contribute fair share cost for installing a traffic signal at the Gilsizer Ranch Way/Bogue Road intersection.												
<b>3.14-9(a) Cumulative Yuba City Intersections (BSMP)</b>												
i. Implement Mitigation Measure 3.14-3(a)(i): Add turn lanes at the SR 99/Bogue Road intersection.												
ii. Implement Mitigation Measure 3.14-3(a)(ii): Install traffic signal at the SR 99/Stewart Road intersection.	Contractor/Individual project applicants.											
iii. Contribute fair share cost for adding a second northbound left-turn lane and adding dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.				X	X							
iv. Contribute fair share cost for installing a traffic signal at the SR 99/Hunn Road intersection.	City of Yuba City to confirm compliance.											
v. Contribute fair share cost for installing a traffic signal at the SR 99/Smith Road intersection.												
<b>3.14-9(b) Cumulative Caltrans Intersections LOS (NR/KER)</b>												
i. Implement Mitigation Measure 3.14-4(b)(i): Add second southbound left-turn lane at the SR 99/Bogue Road intersection.												
ii. Contribute fair share cost for adding a second northbound left-turn lane and adding dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.	Contractor/Individual project applicants.											
iii. Contribute fair share cost for installing a traffic signal at the SR 99/Hunn Road intersection.				X	X							
iv. Contribute fair share cost for installing a traffic signal at the SR 99/Smith Road intersection.	City of Yuba City to confirm compliance with Caltrans.											
v. Contribute fair share cost for installing a traffic signal at the SR 99/Stewart Road intersection.												
<b>3.14-10(a) Cumulative Caltrans Intersections Queuing (BSMP)</b>												
i. Implement Mitigation Measure 3.14-3(a)(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane.	Contractor/Individual project applicants.											
ii. Implement Mitigation Measure 3.14-9(a)(iii), which consists of paying fair share cost of adding a second northbound left-turn lane and dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.	City of Yuba City to confirm compliance with Caltrans.			X	X							
<b>3.14-10(b) Cumulative Caltrans Intersections Queuing (NR/KER)</b>												
i. Implement Mitigation Measure 3.14-4(a)(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane.	Contractor/Individual project applicants.											
ii. Implement Mitigation Measure 3.14-9(b)(ii), which consists of paying fair share cost of adding a second northbound left-turn lane and dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.	City of Yuba City to confirm compliance with Caltrans.			X	X							

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
iii. Implement Mitigation Measure 3.14-9(b)(v), which consists of paying fair share cost for installing a traffic signal at the SR 99/Stewart Road intersection.	Contractor/Individual project applicants.											
iv. Contribute fair share cost for adding a second northbound left-turn lane at the SR 99/Stewart Road intersection, or contributing fair share cost for widening Bogue Road to four lanes from Gilsizer Ranch Way to South Walton Avenue.	City of Yuba City to confirm compliance with Caltrans.			X	X				Compliance review as needed prior to construction and during construction (As needed).			
<b>3.15 Utilities and Service Systems</b>												
<b>Water Supply</b>												
<b>3.15-1 Wastewater Treatment Capacity (BSMP/NR/KER)</b>												
a) Individual project applicants shall pay the fair share of costs for each development's proportion of the water supply deficits estimated through 2040. The payments shall be directed to a City fund for the construction and operation of new groundwater well(s) as determined by the City. The City shall reflect the requirement for the fair share payment for each development in any future development agreement in the BSMP site, and payment shall be made to the City prior to final tentative map approval and building permit.	Contractor/Individual project applicants, and the City of Yuba City.								Compliance review as needed prior to construction and during construction (As needed).			
b) The City shall construct new groundwater well(s) to be operable and sufficient to serve the water supply demands of each development approved prior to year 2030. The groundwater well(s) shall be constructed to produce sufficient water to make up the shortfalls in any given single-dry year or the first year of a multi-dry year scenario as determined by the City.	City of Yuba City to confirm compliance.			X	X							
c) The City shall not approve a final tentative map or building permit for any development pursuant to the proposed BSMP or City beyond the supplies available from 2030 through 2040 without a reliable source of water supply to meet the shortfalls in the single-dry year or the first year of a multi-dry year scenario, as detailed above.												
<b>3.15-6 Wastewater Treatment Capacity (BSMP/NR/KER)</b> Implement Mitigation Measure 3.15-1(a) through (c).	Contractor/Individual project applicants, and the City of Yuba City.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction (As needed).			

# BOGUE STEWART MASTER PLAN

Final Environmental Impact Report  
SCH No. 2017012009

Prepared for  
Yuba City Development Services Department

November 2019





# BOGUE STEWART MASTER PLAN

Final Environmental Impact Report  
SCH No. 2017012009



Prepared for  
Yuba City Development Services  
Department  
1201 Civic Center Blvd.  
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November 2019

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# TABLE OF CONTENTS

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## Bogue Stewart Master Plan Final Environmental Impact Report

	<u>Page</u>
<b>Chapter 1, Introduction and List of Commenters</b> .....	<b>1-1</b>
1.1 Purpose of this Document .....	1-1
1.2 Summary of Proposed Project.....	1-1
1.3 Project Actions.....	1-2
1.4 Organization of the Final EIR.....	1-3
1.5 Public Participation and Review.....	1-4
1.6 List of Commenters.....	1-5
<b>Chapter 2, Revisions to the Draft EIR</b> .....	<b>2-1</b>
2.1 Introduction .....	2-1
2.2 Changes to the Proposed Project.....	2-2
2.3 Text Changes to the Draft EIR.....	2-2
<b>Chapter 3, Responses to Comments on the Draft EIR</b> .....	<b>3-1</b>
3.1 Introduction .....	3-1
<b>Chapter 4, Mitigation Monitoring and Reporting Program</b> .....	<b>4-1</b>
4.1 Introduction .....	4-1
4.2 Mitigation Measures.....	4-1
4.3 MMRP Components .....	4-1
<b>Chapter 5, List of Preparers and Persons Consulted</b> .....	<b>5-1</b>
5.1 Report Authors.....	5-1

### Tables

Table 1-1	Comment Letters Regarding the Draft EIR.....	1-5
Table 4-1	Mitigation Monitoring and Reporting Program .....	4-3

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# CHAPTER 1

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## Introduction and List of Commenters

### 1.1 Purpose of this Document

This document includes all agency and public written comments received on the Draft Environmental Impact Report (Draft EIR, SCH # 2017012009) for the Bogue Stewart Master Plan (BSMP). Also included are changes in the text of the Draft EIR either in response to written comments or initiated by staff.

Written comments were received by the City of Yuba City, Development Services Department during the public comment period from May 3, 2019 through June 17, 2019. This document includes written responses to each comment received on the Draft EIR. This Final EIR document has been prepared in accordance with the California Environmental Quality Act (CEQA) and together with the Draft EIR (and Appendices) constitutes the EIR for the proposed projects that will be used by the decision-makers during project hearings. The responses and text changes correct, clarify, and amplify text in the Draft EIR, as appropriate. These changes do not alter the conclusions of the Draft EIR.

### 1.2 Summary of Proposed Project

#### Project Location

The plan area is located along State Route 99 (both the east and west sides) in unincorporated Sutter County and is generally bounded by Bogue Road to the north, the Feather River West Levee to the east, Stewart Road to the south, and South Walton Avenue to the west. The BSMP Area is bordered by urban and agricultural uses to the north, west, and south, and the Feather River West Levee to the east.

Existing land uses within the BSMP Area include agricultural and rural residential uses. The Sutter County General Plan land use designations for the BSMP Area are Agricultural (AG-20), Estates Residential (ER), and Low Density Residential (LDR). The existing Sutter County zoning designations for the plan area are AG (Agriculture), ER (Estate Residential), and R-1 (Single-Family).

## 1.3 Project Actions

### Bogue-Stewart Master Plan

The purpose of the proposed BSMP is to provide guidance for an orderly and cohesive planned community consistent with the Yuba City General Plan and Yuba City zoning regulations for future annexation into the City. The proposed BSMP combines elements from the Yuba City General Plan and zoning regulations in a comprehensive manner that establishes the regulatory structure to guide development directly adjacent to the southern edge of the City. The proposed plan would provide for the future development of 741 acres as a planned community with a mix of residential, commercial, office/business, park and recreational sites, and public facilities.

The proposed BSMP would provide direction for land use and community design, mobility, utilities, public services, and implementation. It would also function as the BSMP area's zoning mechanism, regulating allowed uses, development standards, design expectations, and guidance on roadway alignment and right-of-way to correspond with the neighborhood pattern in existing residential neighborhoods adjacent to the plan area.

The proposed BSMP would be the primary land use, policy, and regulatory document used to guide the overall development of the plan area. It would establish a development framework for land use, mobility, utilities and services, resource protection, and implementation to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities proposed within the plan area would be required to be consistent with the proposed BSMP. With adoption of the BSMP, approximately 255 acres of the site are proposed for immediate subdivision; tentative subdivision maps for Phase 1 (Newkom Ranch) and Phase 2 (Kells East Ranch) are included as part of this project.

### Sphere of Influence Amendment

The entirety of the 741-acre plan area is proposed to be included in the City of Yuba City's SOI using a SOI amendment (SOIA). Consistent with the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the Sutter County Local Agency Formation Commission (Sutter LAFCo) is the agency that will consider and approve any SOIA within the county. This document is meant to provide the environmental analysis needed so that Sutter LAFCo can make an appropriate determination regarding this action.

### Annexation

The proposed project includes annexation of 304 acres to the City of Yuba City (Phase 1 and Phase 2 as shown on Figure 2-5 in Draft EIR Chapter 2, Project Description). Annexation can only occur if and once Sutter LAFCo has approved an SOIA, however, this may happen shortly after the SOIA is approved. Sutter LAFCo is the agency that will consider the annexation request. It is anticipated that the Sutter LAFCo would use this EIR in its decision making process, as required under CEQA. Sutter LAFCo policies and procedures are discussed in Section 3.11, Land Use and Planning.

## General Plan Map Amendments

The plan area is currently located in the unincorporated area of Sutter County. The Yuba City General Plan designates the plan area as an Agricultural/Rural area outside of the City limits and the Yuba City SOI, subject to Sutter County General Plan land use designation and zoning.

Assuming Sutter LAFCo approval of Phase 1 and 2 annexations to the City of Yuba City, all subsequent development within these areas would need to be consistent with the proposed BSMP, as well as the City's General Plan, and Yuba City Municipal Code, policies, and design guidelines, as applicable. Part of the application to Sutter LAFCo includes a land use plan of the entire plan area. Thus, the City would amend its General Plan map to include the plan area, and to reflect the General Plan land use assigned to parcels within the plan area in the proposed BSMP.

## Zoning Amendments

The plan area is currently zoned by Sutter County for Agriculture, Estate Residential, Commercial-Industrial, and Single-Family Residential. Assuming Sutter LAFCo approval of the SOIA, the entire plan area would be pre-zoned by the City of Yuba City.

### 1.4 Organization of the Final EIR

The Final EIR is organized as follows:

**Chapter 1 – Introduction and List of Commenters:** This chapter summarizes the project under consideration and describes the contents of the Final EIR. This chapter also contains a list of all of the agencies or persons who submitted comments on the Draft EIR during the public review period, presented for agencies, organizations, and individuals by the date received.

**Chapter 2 – Revisions to the Draft EIR:** This chapter describes changes and refinements made to the proposed project since publication of the Draft EIR. These refinements, clarifications, amplifications, and corrections, which are described as a narrative in the beginning of the chapter, would not change the environmental analysis and conclusions presented in the Draft EIR for the reasons discussed in Chapter 2. This chapter also summarizes text changes made to the Draft EIR in response to comments made on the Draft EIR and staff-initiated text changes. Changes to the text of the Draft EIR are shown by either ~~strike through~~ where text has been deleted, or double underline where new text has been inserted.

**Chapter 3 – Responses to Comments on the Draft EIR:** This chapter contains the comment letters received on the Draft EIR followed by responses to individual comments. Each comment letter is presented with brackets indicating how the letter has been divided into individual comments. Each comment is provided a comment number using the letter's number and comment. For example, comments in Letter 1 are numbered 1-1, 1-2, 1-3, and so on. Immediately following the letter are responses, each with numbers that correspond to the bracketed comments.

If the subject matter of one letter overlaps that of another letter, the reader may be referred to more than one group of comments and responses to review all information on a given subject. Where this occurs, cross-references to other comments are provided.

Some comments that were submitted to the City of Yuba City do not pertain to substantial environmental issues or do not address the adequacy of the analysis contained in the Draft EIR. Responses to such comments, though not required, are included to provide additional information. When a comment does not directly pertain to environmental issues analyzed in the Draft EIR, does not ask a question about the adequacy of the analysis contained in the Draft EIR, expresses an opinion related to the merits of the proposed projects, or does not question an element of or conclusion of the Draft EIR, the response notes the comment and may provide additional information where appropriate. Many comments express opinions about the merits or specific aspects of the proposed projects and these are included in the Final EIR for consideration by the decision-makers.

**Chapter 4 – Mitigation Monitoring and Reporting Program:** This chapter contains the Mitigation Monitoring and Reporting Program (MMRP) to guide the City in its implementation and monitoring of measures adopted in the EIR, and to comply with the requirements of Public Resources Code Section 21081.6(a).

## 1.5 Public Participation and Review

The City of Yuba City has complied with all noticing and public review requirements of CEQA. This compliance included notification of all responsible and trustee agencies and interested groups, organizations, and individuals that the Draft EIR was available for review. The following list of actions took place during the preparation, distribution, and review of the Draft EIR:

- A Notice of Preparation (NOP) for the EIR was filed with the State Clearinghouse on January 4, 2017. The official 30-day public review comment period for the NOP ended on February 2, 2017 (SCH#2017012009). The NOP was distributed in particular to governmental agencies, organizations, and persons interested in the proposed projects. The City sent the NOP to agencies with statutory responsibilities in connection with the proposed project with the request for their input on the scope and content of the environmental information that should be addressed in the EIR. The NOP was also published on the City’s website and filed at the County Clerk’s office.
- A Notice of Completion (NOC) and copies of the Draft EIR were filed with the State Clearinghouse on May 03, 2019. An official 45-day public review period for the Draft EIR was established by the State Clearinghouse, ending on June 17, 2019. A Notice of Availability (NOA) for the Draft EIR was published in the Appeal-Democrat on May 3, 2019.
- This Draft EIR and all documents referenced herein are available for public review at the City of Yuba City, Development Services Department, 1201 Civic Center Boulevard, Yuba City, California, 95993. The Draft EIR is also available at the Sutter County Library, 750 Forbes

Avenue, Yuba City, California, 95991. The Draft EIR is also available from the City on compact disc and is posted on the City's website: [www.yubacity.net/BSMP](http://www.yubacity.net/BSMP).

## 1.6 List of Commenters

The Department of General Services received five comment letters during the comment period on the Draft EIR for the proposed project. **Table 1-1** below indicates the numerical designation for each comment letter, the author of the comment letter, and the date of the comment letter.

**TABLE 1-1  
COMMENT LETTERS REGARDING THE DRAFT EIR**

<b>Letter #</b>	<b>Entity</b>	<b>Author(s) of Comment Letter/e-mail</b>	<b>Date of Comment Letter/e-mail</b>
<b>Agencies, Organizations, and Individuals</b>			
1	Individual	Angelicia Obregon	5/11/2019
2	Sutter County Development Services	Doug Libby	5/15/2019
3	Sutter County Development Services	Doug Libby	6/17/2019
4	Sutter County Local Agency Formation Commission	John Benoit	6/17/2019
5	Caltrans	Susan Zanchi	6/27/2019



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# CHAPTER 2

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## Revisions to the Draft EIR

### 2.1 Introduction

This chapter describes changes made to the proposed project since the publication of the Draft EIR as well as text changes made to the Draft EIR either in response to a comment letter or initiated by the City of Yuba City (City) staff or in response to modifications to the proposed project.

Under CEQA, recirculation of all or part of an EIR may be required if significant new information is added after public review and prior to certification. According to State CEQA Guidelines section 15088.5(a), new information is not considered significant “unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project’s proponents have declined to implement.” More specifically, the Guidelines define significant new information as including:

- A new significant environmental impact resulting from the project or from a new mitigation measure;
- A substantial increase in the severity of an environmental impact that would not be reduced to insignificance by adopted mitigation measures;
- A feasible project alternative or mitigation measure considerably different from those analyzed in the Draft EIR that would clearly lessen the environmental impacts of the project and which the project proponents decline to adopt; and
- A Draft EIR that is so fundamentally and basically inadequate and conclusory that meaningful public review and comment were precluded.

The changes to the proposed project and text changes described below update, refine, clarify, and amplify the project information and analyses presented in the Draft EIR. No new significant impacts are identified, and no information is provided that would involve a substantial increase in severity of a significant impact that would not be mitigated by measures agreed to by the City. In addition, no new or considerably different alternatives or mitigation measures have been identified. Finally, there are no changes or set of changes that would reflect fundamental inadequacies in the Draft EIR. Recirculation of any part of the EIR therefore is not required.

## 2.2 Changes to the Proposed Project

No changes to the proposed project have been made.

## 2.3 Text Changes to the Draft EIR

This section summarizes text changes made to the Draft EIR either in response to a comment letter, initiated by City staff, or in response to a modification to the proposed project. New text is indicated in double underline and text to be deleted is reflected by a ~~strike-through~~. Text changes are presented in the page order in which they appear in the Draft EIR.

The text revisions provide clarification, amplification, and corrections that have been identified since publication of the Draft EIR. The text changes do not result in a change in the analysis or conclusions of the Draft EIR.

### Global

The name of the project have been changed from “~~Bogue Stewart Master Plan~~” to “Bogue-Stewart Specific Plan” throughout the document.

### Executive Summary

Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-11, Impact 3.3-1, and Mitigation Measure 3.3-1(a) are revised to read:

<p><b>Impact 3.3-1:</b> Construction of land uses under the <u>proposed</u> BSMP could generate criteria pollutant emissions that could substantially contribute to a potential violation of applicable air quality standards or to nonattainment conditions.</p>	S	<p><b>Mitigation Measure 3.3-1(a): Fugitive Dust Control Plan (BSMP/NR/KER)</b></p> <p><del>During the construction of the BSMP, individual project applicants. The applicant shall submit to FRAQMD a Fugitive Dust Control Plan with the following mitigation measures to be implemented:</del></p> <ul style="list-style-type: none"> <li>a) All grading operations on a project shall be suspended when sustained winds exceed 20 miles per hour (mph) or when winds carry dust beyond the property line despite implementation of all feasible dust control measures;</li> <li>b) Construction sites shall be watered as directed by the FRAQMD and as necessary to prevent fugitive dust violations.</li> <li>c) An operational water truck shall be on-site at all times. Water shall be applied to control dust as needed to prevent visible emissions violations and off-site dust impacts.</li> <li>d) On-site dirt piles or other stockpiled particulate matter shall be covered, wind breaks installed, and water and/or soil stabilizers employed to reduce wind-blow dust emissions. The use of approved nontoxic soil stabilizers shall be incorporated according to manufacturers' specifications to all inactive construction areas.</li> <li>e) All transfer processes involving a free fall of soil or other particulate matter shall be operated in such a manner as to minimize the free fall distance and fugitive dust emissions.</li> <li>f) Approved chemical soil stabilizers shall be applied according to the manufacturers' specifications to all inactive construction areas (previously graded areas that remain inactive for 96 hours), including unpaved roads and employee/equipment parking areas.</li> <li>g) To prevent track-out, wheel washers shall be installed where project vehicles and/or equipment exit onto paved streets from unpaved roads. Vehicles and/or equipment shall be washed before each trip. Alternatively, a gravel bed may be installed as appropriate at</li> </ul>	SU
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- vehicle/equipment site exit points to effectively remove soil buildup on tires and tracks and prevent/diminish track-out.
- h) Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom permitted) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
  - i) Temporary traffic control shall be provided as needed during all phases of construction to improve traffic flow, as deemed appropriate by the appropriate department of public works and/or California Department of Transportation (Caltrans), and to reduce vehicle dust emissions. An effective measure is to enforce vehicle traffic speeds at or below 15 mph.
  - j) Traffic speeds on all unpaved surfaces shall be reduced to 15 mph or less, and unnecessary vehicle traffic shall be reduced by restricting access. Appropriate training to truck and equipment drivers, on-site enforcement, and signage shall be provided.
  - k) Ground cover shall be reestablished on the construction site as soon as possible and before final occupancy through seeding and watering; and
  - l) Open burning shall be prohibited at the project site. No open burning of vegetative waste (natural plant growth wastes) or other legal or illegal burn materials (e.g., trash, demolition debris) may be conducted at the project site. Vegetative wastes shall be chipped or delivered to waste-to-energy facilities (permitted biomass facilities), mulched, composted, or used for firewood. It is unlawful to haul waste materials off-site for disposal by open burning.

Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-11, Mitigation Measure 3.3-1(c) is revised to read:

<p><b>Impact 3.3-1:</b> Construction of land uses under the <u>proposed</u> BSMP could generate criteria pollutant emissions that could substantially contribute to a potential violation of applicable air quality standards or to nonattainment conditions.</p>	S	<p><b>Mitigation Measure 3.3-1(c): Limit Equipment Idling (BSMP/NR/KER)</b> <u>Construction contracts within the BSMP shall limit idling time</u> <del>Idling time shall be minimized</del> to 5 minutes in accordance with ARB airborne air toxic control measure 13 (CCR Chapter 10 Section 2485) unless more time is required per engine manufacturers' specifications or for safety reasons.</p>	SU
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Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-12, Mitigation Measure 3.3-1(c) is revised to read:

<p><b>Impact 3.3-1:</b> Construction of land uses under the <u>proposed</u> BSMP could generate criteria pollutant emissions that could substantially contribute to a potential violation of applicable air quality standards or to nonattainment conditions.</p>	S	<p><b>Mitigation Measure 3.3-1(d): Equipment Registration (BSMP/NR/KER)</b> Portable engines and portable engine-driven equipment units used <u>by construction contractors within the BSMP site on the project site</u>, with the exception of on-road and off-road motor vehicles, may require ARB Portable Equipment Registration with the state or a local district permit. The owner/operator of the equipment shall be responsible for arranging appropriate consultations with ARB or the FRAQMD to determine registration and permitting requirements before the equipment is operated at the site.</p>	SU
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Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-13, Impact 3.3-2 is revised to read:

<p><b>Impact 3.3-2:</b> Operational activities associated with development under the <u>proposed</u> BSMP would result in emissions of criteria air pollutants at levels that could substantially contribute to a potential violation of applicable air quality standards or to nonattainment conditions.</p>	S	<p><b>Mitigation Measure 3.3-2: Implement Operational Mitigation Measures (BSMP/NR/KER)</b></p>	SU
		<p>The project applicant(s) for tentative subdivision maps and development projects proposed under the BSMP shall implement the mitigation measures, as applicable to the proposed subdivision map or development project. At the time entitlements are sought, the City will evaluate measures below, determine which measures are applicable, and include those measures as conditions of approval or some other enforceable mechanism. All feasible measures listed below shall be incorporated into subdivision maps and development projects within the BSMP.</p>	
		<ul style="list-style-type: none"> <li>a) Subdivision maps and development projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park shall be developed in coordination with local transit providers to ensure proper placement and design of transit stops and accommodate public transit for both employees and patrons.</li> <li>b) Subdivision maps and improvement plans shall be designed to provide convenient and safe bicycle, pedestrian, and transit access between neighborhoods and areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park, as well as parks, trails, and other destinations.</li> <li>c) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall distribute proposed parking and not concentrate parking exclusively between the front building façade and the primary abutting street where feasible.</li> <li>d) Cul-de-sacs are allowed only where they would not create a barrier for pedestrian and bicycle access or circulation between homes and destinations.</li> <li>e) Employment generating projects that anticipate more than 50 full-time equivalent employees shall participate in the Yuba-Sutter Transportation Management Association.</li> <li>f) Subdivision maps and improvement plans shall be designed to accommodate safe and frequent pedestrian crosswalks, with more frequent crossings in areas expected to have higher pedestrian traffic, such as schools, parks, trail connections, higher-density residential areas, and areas with retail, services, office uses, and other non-residential uses.</li> <li>g) Subdivision maps and improvement plans shall be designed to discourage concentration of traffic at a few intersections. Multiple points of access shall be provided whenever feasible. Roads shall be arranged in an interconnected block pattern. The maximum average block length in subdivisions is 600 feet unless unusual existing physical conditions warrant an exception to this standard, but shorter block lengths should be used around areas designated Community Commercial and Neighborhood Commercial.</li> <li>h) Subdivision maps and improvement plans shall be designed to connect with adjacent roadways and stubbed roads and shall provide frequent stubbed roadways in coordination with future planned development areas.</li> <li>i) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to minimize the amount of on-site land required to meet parking, internal circulation, and delivery/loading needs.</li> <li>j) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to break up any proposed surface parking with landscaping and provide pedestrian routes from parking areas to building entrances.</li> <li>k) The City will reduce the amount of off-street parking required or eliminate off-street parking requirements for projects that propose housing units restricted to lower-, very low-, or extremely low-income households.</li> </ul>	

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- l) Residential subdivision maps shall orient the majority of buildings so that the longer axis of the building, also known as the ridge line, is oriented east-to-west, in order to maximize the potential for passive solar heating in the winter and to minimize heat gain from the afternoon summer sun.
  - m) Subdivision maps and development projects proposing off-street surface parking lots shall incorporate shade trees or shade structures to provide a minimum of 50 percent shading (at maturity, where trees are used).
  - n) Subdivision maps and development projects shall use climate-appropriate landscaping in parks and open space, landscaping within new rights of way, yards, and other appropriate spaces.
  - o) Provide secure, covered bicycle parking for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may consist of a separate secure, covered bicycle parking area at each employment location or larger shared bicycle parking area/s located and designed to serve multiple locations.
  - p) Shower and locker facilities shall be provided for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may be achieved by incorporating a shower and locker facility into the design of each proposed use, or facilities located and designed to serve multiple locations.
  - q) Residential development that proposes fireplaces shall use the lowest emitting commercially available fireplace.
  - r) Provide electric vehicle charging facilities and priority parking at non-residential uses for electric and carpool/vanpool vehicles.
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Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-14, Impact 3.3-5 is revised to read:

<b>Impact 3.3-5:</b> Construction <u>and operation</u> of the proposed BSMP could result in short-term <u>and long-term</u> exposure to Toxic Air Contaminants (TACs).	PS	<b>Mitigation Measure 3.3-5: Equipment Emissions Plan (BSMP/NR/KER)</b> Mitigation Measure 3.3-1(e)	LS
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Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-15, Impact 3.3-6 is revised to read:

<b>Impact 3.3-6:</b> Land uses to be developed under the <u>proposed</u> BSMP could result in exposure of substantial persons to objectionable odors.	LS	None required.	NA
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Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-21, Mitigation Measure 3.4-9 is revised to read:

<b>Impact 3.4-9:</b> Implementation of the proposed project, in combination with other development in the Central Sacramento Valley, could result in cumulative impacts to heritage oaks and street trees.	LTS	<b>Mitigation Measure 3.4-9: <u>Protection of Special Status Species</u></b> <del>None required.</del> <u>Implement Mitigation Measures 3.4-5a through 3.4-5h.</u>	NA
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Table S-1, Summary of Impacts and Mitigation Measures Evaluated in the Draft EIR, on page S-36, Mitigation Measure 3.14-1(b) is included as such:

<b>Impact 3.14-1:</b> Implementation of the proposed BSMP would cause significant impacts at intersections in the City of Yuba City.	S	<b>Mitigation Measure 3.14-1(a): Yuba City Intersections (BSMP)</b> The project applicant(s) shall construct the following improvements. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation. <ul style="list-style-type: none"> <li>i. Install a traffic signal and widen the eastbound and southbound approaches to provide dedicated left-turn pockets at the Bogue Road/South Walton Avenue intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).</li> <li>ii. Install a traffic signal at the Railroad Avenue/Lincoln Road intersection (in conjunction with existing lane configurations).</li> <li>iii. Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).</li> <li>iv. Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).</li> <li>v. Install a traffic signal at the Gilsizer Ranch Way/Bogue Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).</li> </ul>	LS
		<b><u>Mitigation Measure 3.14-1(b): Yuba City Intersections (NR/KER)</u></b> <u>The project applicant(s) shall construct the following improvements. Improvement shall be required at such time that the retail center in the southwest quadrant of the Bogue Road/Phillips Road intersection is constructed. It shall also be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. Improvement ii shall be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.</u> <ul style="list-style-type: none"> <li>i. <u>Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions); and</u></li> <li>ii. <u>Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound</u></li> </ul>	



approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).

## 3.2 Agricultural and Forestry Resources

Page 3.2-11, the discussion on Sutter County LAFCo under Section 3.2.1, Environmental Setting, is revised to read:

### ***Sutter County LAFCo***

Sutter County LAFCo is responsible for consideration of the proposed sphere of influence amendment (SOIA) and annexation for the BSMP area and will use this EIR during its review of the proposed action. Sutter County LAFCo has adopted a comprehensive list of guidelines and policies to implement its stated objectives; some policies are intended to provide guidance to the Commission and are not directly applicable to actions by local jurisdictions.

As required by Government Code 56668, one of the factors Sutter LAFCo must consider when reviewing petitions for a change in governmental boundary or status is the effect of the proposal on maintaining the physical and economic integrity of agricultural lands.<sup>15</sup> ~~While there are no specific LAFCo policies relating to agricultural and/or forestry resources, LAFCo consideration~~ will include the above-referenced considerations for maintaining the integrity of agricultural lands and all other impacts disclosed in this EIR.

On May 9, 2019, LAFCo updated its Policies, Standards and Procedures and included a discussion on “Agricultural and Open Space Land Conservation” under Section 2.14, including how to consider effects to Williamson Act land, prime agricultural land, and other agricultural land.

## 3.7 Greenhouse Gas Emissions and Energy

Page 3.7-21, footnotes have been added to the conclusion of Impact 3.7-1:

**Significance after Mitigation:** As previously discussed, to be consistent with the REP, mixed-used projects must achieve a score of 19.5 for residential uses and 18.0 for commercial uses in the REP Consistency Screening Table. According to the REP Consistency Screening Table, implementation of **Mitigation Measure 3.7-1(a)** would achieve a score of 24 points,<sup>1</sup> which would exceed the required 19.5 points for residential developments. Implementation of **Mitigation Measure 3.7-1(b)** would achieve a score of 18 points,<sup>2</sup> which would meet the required 18 points for commercial developments in the

<sup>1</sup> (Spray foam wall insulated walls R-15 or greater, roof/attic R-38 or higher = 18 points) + (Modestly Enhanced Window Insulation [0.4 U-Factor, 0.32 SHGC] = 6 points) = 24 points; see Yuba City Resource Efficiency Plan, Appendix E, Table 1: Screening Table for Implementation of GHG Reduction Measures for Residential Development.

<sup>2</sup> Enhanced Insulation (rigid wall insulation R-13, roof/attic R-38) = 18 points; see Yuba City Resource Efficiency Plan, Appendix E, Table 2: Screening Table for Implementation of GHG Reduction Measures for Commercial Development.

REP Consistency Screening Table. Therefore, implementation of **Mitigation Measure 3.7-1(a)** and **Mitigation Measure 3.7-1(b)** demonstrate that the mixed-used development proposed under the proposed BSMP is consistent with the REP. As established in CEQA Guidelines section 15183.5(b), because the City has determined that these measures would create consistency with the City's REP, the proposed BSMP contribution to cumulative GHG emissions is considered less than considerable, and the impact would be mitigated to a **less-than-significant** level.

Page 3.7-28, the following text has been added to the conclusion of Impact 3.7-3:

**Significance After Mitigation:** Implementation of **Mitigation Measure 3.7-1** would insure that development under the proposed BSMP, including the Newkom Ranch and Kells East Ranch projects, would be consistent with City's REP Measure 2.1 and Measure 4.1, which encourage or require energy standards to exceed state requirements for new residential and commercial developments. The applicant would be required to use enhanced building insulation materials during construction of commercial and residential buildings (e.g., rigid wall installation, roof/attic R-38, 0.4 U-Factor or 0.32 SHGC windows), which would exceed what is required under current state requirements. By demonstrating consistency with the City's REP, the project would not result in a wasteful or unnecessary use of energy. Therefore, after mitigation this impact would be **less than significant**.

### 3.10 Land Use and Planning

Page 3.10-1, the following text has been added to the bottom of the page:

Development under the BSMP would not physically divide an established community as the BSMP area is located along the periphery of the City and only undeveloped portions on the area would be developed; no developed portions would be affected. Development under the BSMP would also not conflict with any applicable habitat conservation plan or natural community conservation plan as there are currently no adopted plans within the City limits or the City's Sphere of Influence.

### 3.14 Transportation and Traffic

Page 3.14-25, an additional significance threshold has been added to Section 3.14.3, Analysis, Impacts, and Mitigation, under Significance Criteria:

#### **Design Feature/Incompatible Use**

Impacts due to a design feature or incompatible use are considered significant if the proposed BSMP project would:

- Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Page 3.14-54, a discussion of issues not discussed in Section 3.14.3, Analysis, Impacts, and Mitigation, under Methodology is added:

**Issues Not Discussed in Impacts**

The proposed BSMP would have no impact on the following significance criteria, as discussed below, and are not analyzed further.

- **Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).** The existing roadway network that provides access to the BSMP area would be modified to adequately serve development proposed under the BSMP. The design of the proposed project would not cause a permanent alteration to the local vehicular circulation routes and patterns, or impede public access or travel on any public rights-of-way. Further, the final design of the proposed project, including curb cuts, ingress, and egress, would be subject to review by the City of Yuba City. Finally, the residential and commercial uses proposed as part of the BSMP would be compatible with adjacent residential and commercial uses to the north. As a result, no impact would occur.
- **Adversely affect emergency response times during either construction or project operation.** As discussed in Section 4.8, Hazards, a traffic control plan will be prepared to ensure that emergency vehicle access would be provided during buildout of the BSMP. As a result, no impact would occur.

## Changes to Appendices

Appendix B, NOP Comments, is revised to include the following letter.

**Sutter Local Agency Formation Commission  
John Benoit, Executive Officer  
P.O Box 2694 Granite Bay, Ca. 95746  
(530) 458-0593**

February 2, 2016

Arnoldo Rodriquez, Director  
City of Yuba City Development Services  
1201 Civic Center Blvd  
Yuba City, Ca. 95993

Attn: Arnoldo Rodriquez

**SUBJECT: Response for the Notice of Preparation (NOP) for the Bogue  
Stewart Master Plan VIA EMAIL ONLY**

Dear Arnoldo,

Thank you for providing Sutter LAFCO a copy of the Notice of Preparation for the EIR the City is undertaking. It is the policy of Sutter LAFCO to actively participate in the development of Environmental Documents where LAFCO is a Responsible Agency as required in Section 15096 of the CEQA guidelines or in this case, when the City is preparing a Master Plan. LAFCO is concerned with the orderly provision of urban services in the City and surrounding area, the services required for any subsequent development be provided by an established service provider, where feasible, and that the service provider has and maintains adequate funding for the services provided.

As you are aware LAFCO, as a responsible agency, intends to use this EIR in all subsequent annexation(s) and Sphere of Influence amendments (updates) in the area rather than preparing a second EIR for these entitlements. Please provide language in the "Purposes and Intent" section of the EIR the City acknowledges LAFCO will be using this EIR for an amendment (update) of its Sphere of Influence and perhaps all subsequent annexations within the territory included in the Master Plan Area as a responsible agency.

The environmental documentation needs to disclose all potential environmental impacts associated with a larger or updated Sphere of Influence. Of particular importance to LAFCO has been the City's ability to provide water and wastewater services. These areas should be thoroughly discussed to the extent feasible in the EIR.

Comments regarding this NOP do not include any specific comments relating to policies the City currently has in its General Plan or Specific Policies in the Bogue Stewart Master Plan Area. We believe the environmental impacts related to city policies need to be analyzed in the environmental document to the extent feasible.

A thorough analysis of the impacts upon prime agricultural lands needs to be addressed in the EIR as well as acceptable mitigation measures for the loss and (or) conversion of prime agricultural lands. Be aware LAFCo has a specific definition of



agricultural lands that need to be considered and analyzed in the EIR. This definition is included in Government Code Section 56064 and are included as follows:

**56064.** "Prime agricultural land" means an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meets any of the following qualifications:

(a) Land that qualifies, if irrigated, for rating as class I or class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not land is actually irrigated, provided that irrigation is feasible.

(b) Land that qualifies for rating 80 through 100 Storie Index Rating.

(c) Land that supports livestock used for the production of food and fiber and that has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the

United States Department of Agriculture in the National Range and Pasture Handbook, Revision 1, December 2003.

(d) Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars (\$400) per acre.

(e) Land that has returned from the production of unprocessed agricultural plant products an annual gross value of not less than four hundred dollars (\$400) per acre for three of the previous five calendar years.

Please be aware LAFCo, as part of its transition process, will be updating its Policies and Procedures with respect to the contents of Spheres of Influence in general. Hopefully updates will be available within the next few months. Of importance here is the Commission must be able to make a positive determination that the city's sphere is consistent with its historical and expected growth rates, and that the territory within the sphere is likely to be annexed within a reasonable timeframe. The Commission's determination will be based on information provided by the city, including 1) a vacant land inventory, 2) an analysis of the vacant lands to determine their suitability for development, and 3) a market study to determine the absorption rate of the usable vacant lands.

Please be aware the LAFCO Act requires a meeting between the City and County regarding Sphere of Influence update applications. Gov. Code Section 56425(b) establishes the requirement and criteria to be addressed, for example development standards and zoning requirements within the proposed City Sphere of Influence. If the City and County agree, then LAFCO shall give great weight to any such agreement.

LAFCO becomes concerned about the cumulative service impacts subsequent development may have on various local service providers within and around the City. We assume subsequent development will undergo additional environmental review on a project-by-project basis, which may later be used by LAFCO in considering individual future annexations. If not, cumulative service impacts need to be addressed at this time.



Thank you for providing LAFCO with the opportunity to comment on the NOP for the City's Bogue Stewart Master Plan. LAFCO would requests a copy of the DEIR when released (as well as the FEIR and Statement of Overriding Considerations, as applicable) as well as the City's Master Plan Policy Document, development agreements and rezoning ordinances as soon as these documents become available. My email address is [johnbenoit@surewest.net](mailto:johnbenoit@surewest.net) .

Sincerely,

A handwritten signature in blue ink that reads "John Benoit". The signature is written in a cursive style with a large initial 'J' and a long, sweeping underline.

John Benoit  
Executive Officer, Sutter Local Agency Formation Commission

cc: Doug Libby, Sutter County Development Services

## **CHAPTER 3**

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# **Responses to Comments on the Draft EIR**

### **3.1 Introduction**

This section contains the comment letters that were received on the Bogue-Stewart Master Plan (BSMP) Draft Environmental Impact Report (EIR). Following each comment letter is a response by the City of Yuba City (the City) intended to supplement, clarify, or amend information provided in the Draft EIR or refer the reader to the appropriate place in the document where the requested information can be found. Comments that are not directly related to environmental issues may be discussed or noted for the record. Where text changes in the Draft EIR are warranted based upon comments on the Draft EIR, the reader is referred to Chapter 2, Revisions to the Draft EIR, where all text changes can be found.

Occasionally, a response to a comment provides a cross-reference to another response to comment. This occurs when the same, or very similar, comment was made or question asked, and an appropriate response was included elsewhere.



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**From:** Angelicia Obregon <amo190@humboldt.edu>  
**Sent:** Saturday, May 11, 2019 7:12 PM  
**To:** Permits <permits@yubacity.net>  
**Subject:** Comment on BSMP to Darin Gale, Deputy City Manager

Public Comment on the Bogue Stewart Master Plan project draft EIR:

Hello, I am a former resident of Yuba City and my immediate family still resides there. My name is Angelicia Obregon. I am about to graduate at Humboldt State University with a B.A. in Biological Anthropology and hopefully begin a Masters Program focused in biological conservation. (That will come into play later)

1-1

As a former resident I understand that this area is already developed and is no longer holding a significant amount of natural landscape, therefore it is a reasonable area to continue to develop since it has already been impacted. My main concerns are the lack of findings in need for a school (2-28), need to investigate social and economic impacts(3-4), nighttime light pollution(3.1-23), noise pollution (3.11), air quality mitigation(3.3), and emergency plans.

Personally I understand the need for housing, not just due to the growing population of Yuba City but to help with displaced persons from the multiple fires in California. However to move in 2,588 new dwellings and have no current plan for building a school is irresponsible. A plot of land is set aside for a future project of a k-8 but with River Valley High being a closed campus and Yuba City High being surrounded by residential area there is not much room for expansion of high schools. If a school is not going to be developed before residency there will be need for agreements of flexibility to current school zones to meet the students needs. I understand the EIR is not to address socio-economic impacts but I feel this will become an issue that needs to be addressed. Earlier I mentioned the possibility of grad school and the reason why it is not a sure decision is that the elders in my family are struggling. As with most of California there are many people who's needs are not being met by current available programs and facilities. I have an aging grandmother who lives alone, as of recent, and she is struggling to find help with her daily needs and I feel the need to leave school prematurely to support her. I am concerned that the influx of residents will only further strain resources for seniors in the area. As discussed in the EIR there are many sensitive floral and faunal species in the APE. Although I am not against the project as a whole I believe more mitigation needs to take place for displaced species. The current plan is for aversion of nesting avian species but I believe proper mitigation should include relocation efforts that also address long-term, cumulative effects that include noise and light pollution. As per Yuba City policy 8.6-I-3 the use of trees is required in urban areas as mitigation for air quality effects but there is not specific mitigation measure or plan to address this. Personally I would like to see this in a form of trees/foilage per acre as this project will heavily deplete the area of trees. As a former resident I understand the low air quality of the region and it does require a quantitative plan to place into effect. Lastly I would like to see a contingency plan for evacuation. With an influx of 2,588 residences there needs to be an open discussion on emergency evacuation plans. During the last flood-based evacuation it took my family over an hour to leave the city limits due to high traffic and panic. The influx of residence will only increase traffic which is only peripherally addressed in relation to emergency evacuations, that are not uncommon for the area.

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Thank you for your time.

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**Letter 1                    Angelicia Obregon, Individual - Resident**  
**Response                 May 11, 2019**

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- 1-1     The comment provides a general overview of the commenter's background and topics to be addressed in the rest of the letter. No response is necessary.
- 1-2     The comment states a concern regarding providing a school for development associated with the BSMP. Analysis regarding impacts to public services such as schools can be found in the Draft EIR, Chapter 3.13, Public Services and Recreation. Impact 3.13-5, Schools, addresses the potential for the future development associated with BSMP to adversely impact schools. The Draft EIR found that, with annexation into Community Financing District 1, which funds improvements to schools, the impact to schools would be less than significant. Impact 3.13-6 addresses cumulative impacts to schools. With the growth of the City at large, together with buildout of the BSMP, the analysis in the Draft EIR indicated that the existing schools could not accommodate all of the elementary students associated with this growth. However, the Draft EIR found that development of Lot 1 as a K-8 school site could accommodate those additional students. The environmental effects of developing Lot 1 as a school are discussed throughout the Draft EIR. The analysis on page 3.13-23 of the Draft EIR shows that there is enough capacity in the various high schools to accommodate growth in the City, including in the BSMP area.
- The comment also expresses a concern that the high school zones need to be flexible in order to accommodate additional growth. Changes to school catchment areas are within the jurisdiction of Yuba City Unified School District and the district is responsible for adjusting catchment areas when needed. No further response is necessary.
- 1-3     The comment expresses concern that an influx of residents will strain resources for seniors in the area. This comment does not address the adequacy of the environmental analysis presented in the Draft EIR; however, it will be forwarded to the City Council for consideration. No further response is necessary.
- 1-4     The comment states a desire for more mitigation related to floral and faunal species; however, the comment does not provide sufficient detail to guide the creation of mitigation beyond what is already in the Draft EIR. Analysis regarding impacts to biological resources and mitigation measures can be found in the Draft EIR, Chapter 3.4, Biological Resources. The commenter also requests that more mitigation be taken for displaced animals. As identified in the Draft EIR, no defined project specific development proposals are proposed in the BSMP area. It is assumed that a more detailed biological resources assessment would be prepared for each phase area prior to issuance of a grading permit that would include a comprehensive survey of each project site, including appropriate protocol level surveys and a survey for potential wetlands and other

waters of the U.S. In addition, the commenter states that relocation efforts need to be identified for nesting avian species. Relocation of a nesting bird is against the law. Nesting birds and raptors are protected under California Fish and Game Code Section 2080 (i.e., killing of a listed species), Sections 3503, 3503.5, and 3800 (i.e., take, possession, or destruction of birds, their nests or eggs), and Section 3513 of the MBTA (16 USC, Section 703 Supp. I 1989). As stated in the Draft EIR, Mitigation Measure 3.4-3 would ensure that the individual project avoids or reduces the magnitude of impacts to migratory birds and birds of prey through clearing vegetation outside of the nesting season or conducting preconstruction surveys if vegetation clearing is anticipated during the nesting season, and establishing a no-work buffer if birds are observed nesting in the vicinity of the construction footprint. The commenter requests additional discussion on noise and light pollution. Several species of birds are less attracted to urbanized areas that may experience noise and light pollution. As such, it is anticipated that birds will nest in areas with less noise and light pollution. The comment also does not provide specific detail as to what additional noise or light analysis or mitigation is warranted for discussion in the Draft EIR. No further response is necessary.

- 1-5 The comment references Yuba City Policy 8.6-I-3 and asks that there should be a specific mitigation to require more trees/foliage to reduce impacts from air quality effects due to the project depleting the area of trees.

As discussed in the analysis regarding impacts to biological resources in the Draft EIR, Chapter 3.4, Biological Resources, specific mitigation measures are identified to avoid the potential loss of protected trees and street trees to ensure that there would be an overall increase in the number of trees in the Plan Area.

While the analysis of air quality impacts in the Draft EIR, Chapter 3.3, Air Quality identified significant and unavoidable impact related to the emission of regional air pollutants for which the air basin is designated as non-attainment, the analysis identifies 19 measures to address these regional air pollutant emissions. Measure (m) on page 3.3-32 requires that subdivision maps and development projects proposing off-street surface parking lots shall incorporate shade trees or shade structures to provide a minimum of 50 percent shading. Consequently, the Draft EIR provides a mitigation measure that establishes a quantitative requirement for the planting of shade trees. Therefore, the Draft EIR contains mitigation measures to protect trees and to provide additional trees, thereby addressing the concerns of the commenter and Policy 8-6.I.3 of the Yuba City General Plan.

- 1-6 The comment states that the low air quality of the region requires a quantitative plan. Analysis regarding impacts to air quality and mitigation measures can be found in the Draft EIR, Chapter 3.3, Air Quality. A total of five mitigation measures were identified on pages 3.3-27 through 3.3-29 to address regional pollutant emissions and localized dust emissions associated with construction of the Plan. Of note, Mitigation Measure 3.3-1(e):

Equipment Emissions Plan establishes quantitative standards such that off-road equipment used for construction will achieve a project-wide fleet average 20 percent NO<sub>x</sub> reduction and 45 percent particulate reduction compared to the most recent ARB fleet average at the time of construction.

Additionally, a number of measures were identified in Mitigation Measure 3.3-2 to address regional air pollutant emissions associated with project operation (see pages 3.3-31 and 3.3-32). As mentioned above in response to comment 1-5, the Draft EIR provides a mitigation measure that establishes a quantitative requirement for the planting of shade trees. Therefore, the Draft EIR contains a quantitative measure to address air quality impacts of Plan implementation. The comment does not provide specific detail on what additional quantitative analysis and/or mitigation is warranted for discussion in the Draft EIR.

- 1-7 The comment expresses concern that traffic generated by the project will negatively affect emergency evacuations. Section 3.14, Transportation and Traffic, addresses traffic flow in and around the project site. Analysis regarding impacts to emergency response plans can be found in the Draft EIR, Section 3.8, Hazards and Hazardous Materials. Impacts 3.8-7 and 3.8-11 addresses whether the construction of the project could interfere with emergency response or evacuation plans. With the implementation of Mitigation Measure 3.8-7, this impact would be reduced to less than significant. The comment did not address the adequacy of this measure. No further response is necessary.

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**From:** Doug Libby <[dglabby@co.sutter.ca.us](mailto:dglabby@co.sutter.ca.us)>  
**Sent:** Wednesday, May 15, 2019 8:59 AM  
**To:** Darin Gale <[dgale@yubacity.net](mailto:dgale@yubacity.net)>  
**Subject:** BSMP

Good morning Darin,

It would be helpful to me, when discussing the BSMP with folks on my side, if you could clarify the City intends to annex the full street widths of all pertinent roads involved with the project. Specifically, I believe our Engineering side of the house don't know this and I'm not seeing specific language to this effect in the documents. As a former LAFCo person, I understand this would be the approach. I believe the question if Stewart Road and Walton Avenue will remain in the County. I would like to confirm with them that as part of future annexations, these roads will be included and the City will oversee road improvements to be completed in the public right-of-way. Please let me know.

2-1

Thanks,  
Doug



*Doug Libby, AICP  
Principal Planner  
Sutter County Development Services  
1130 Civic Center Blvd., Suite A  
Yuba City CA 95993  
(530)822-7400 (Ext. 242)  
(530)822-7109 (fax)  
[dglabby@co.sutter.ca.us](mailto:dglabby@co.sutter.ca.us)  
[www.suttercounty.org](http://www.suttercounty.org)*

\*Please note: Our Department is operating on a 9/80 work schedule and our office is closed every other Friday. Our schedule can be found [here](#).

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**Letter 2  
Response**

**Doug Libby, Principal Planner (Sutter County Development  
Services)**  
May 15, 2019

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- 2-1 The comment provides a request for clarification regarding the potential annexation of the full street widths of all pertinent roads involved with the project. Specifically, the commenter is looking for information on if Stewart Road and Walton Avenue will remain in the County, or if these are to be part of future annexations. Consistent with Sutter County Local Agency Formation Commission (Sutter LAFCo) policy, the City plans to annex the entirety of streets at the time of annexation approval. This comment does not address the adequacy of the environmental analysis presented in the Draft EIR. No further response is necessary.

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# SUTTER COUNTY DEVELOPMENT SERVICES DEPARTMENT

Building Inspection  
Code Enforcement

Planning  
Environmental Health

Fire Services  
Engineering

Road Maintenance  
Water Resources

June 17, 2019

Darin Gale,  
Deputy City Manager  
1201 Civic Center Blvd.  
Yuba City CA 95993

**Re: Bogue-Stewart Master Plan and Draft Environmental Impact Report**

Dear Mr. Gale,

Sutter County thanks you for the opportunity to review and comment on the proposed Bogue-Stewart Master Plan (BSMP) and Draft Environmental Impact Report. This is an exciting project for our community. The Sutter County Development Services Department provides the following comments:

1. In 2011, Yuba City and Sutter County cooperatively worked together, with SACOG participation, to develop an Urban Rural Edge Strategy that was ultimately adopted by the Yuba City Council (Resolution No. 2011-102). It appears select areas of this project will be subject to this document and its design elements. The County anticipates subsequent projects will adhere to the buffering requirements from productive agricultural lands in the County pursuant to this document. 3-1
  
2. The boundaries of this proposed project are consistent with the boundaries of the Possible Future Sphere of Influence Boundary identified in Sutter County's General Plan. The City of Yuba City has applied to Sutter County for a General Plan Amendment requesting to clarify certain County General Plan policies, specifically Policies LU 5.2, LU 5.3 and LU5.4, pertaining to growth within these potential growth areas (County Planning Project #U-19-007). This application is scheduled for the June 19, 2019, County Planning Commission meeting where a recommendation is required, and this application is anticipated to be considered by the County Board of Supervisors at a later date. Approval of this application is necessary, from the County's perspective, to establish clear policy direction for future City growth within these potential future growth areas. 3-2
  
3. This application is subject to County General Plan Policy LU5.7 which states:  
  

**LU 5.7 Impacts and Outcomes.** Ensure that fiscal and environmental impacts to the County from proposed development within the cities and their spheres of influence are mitigated to less than significant levels, support the County's General Plan policies, and achieve mutually beneficial outcomes relating to affordable housing, protection of agricultural lands and natural resources, public services, flood protection, water resources, transportation, and other issues. 3-3



Although the City and County must still negotiate either an amendment to the current Master Property Tax Exchange Agreement or an alternative, addressing the items outlined in this letter will assist in demonstrating compliance with this policy.

3-3  
cont.

4. County General Plan Policy LU 5.10 (Orderly Progression) states in part the County will not support projects resulting in the creation of unincorporated islands. This was reiterated in the Memorandum of Understanding (MOU) entered into in 2018 between Sutter County and Yuba City. This project, as currently proposed, will create an unincorporated island of territory, specifically the unincorporated lands located along State Highway 99 between Franklin Road and Bogue Road. County staff understands the City has in good faith twice attempted in the last 18 years to annex the lands located north of Bogue Road without success. Two potential alternatives, although not ideal solutions, is for the City to reduce the size of the plan so as not to completely create an island of unincorporated territory. A second option could be to proceed with the plan as-is but commit to not annexing the full plan area until the circumstances exist where an island will not be created. County staff looks forward to cooperatively working with the City to achieve a mutually beneficial outcome on this point.

3-4

5. Mobility - The BSMP has an area of territory that is not included in the Newkom Ranch Phase along Stewart Road, East of State Route 99 and another area in the Kells East Ranch Phase on Bogue Road West, of State Route 99 which requires road improvements in order for traffic to efficiently access the state route. The need for improvements is addressed in the documents; however, the timing of when improvements will be made is unclear. The County requests that necessary road improvements be timed to effectively convey anticipated traffic volumes so-as not to create an adverse impact.

3-5

6. Mobility - Proposed roadway Section F along a segment of Bogue Road proposes three travel lanes; however, adjacent Sections D and G each propose four travel lanes. This will result in a bottle neck for traffic trying to access State Route 99. This road segment is currently located in an area that sees high traffic volumes and the proposed project will increase traffic and result in an unnecessary bottleneck that could result in increased accident rates as vehicle lanes are reduced at this location. County staff recommends this segment be revised to be four lanes in size also.

3-6

7. Mobility/Drainage - The BSMP does not appear to address needed improvements to the Gilsizer drainage canal. There are two existing road crossings; one located along Bogue Road and a second on Stewart Road. Each of these is required to be upgraded to handle the enlarged roadways. These crossings may need replacement depending on the age and condition of the structures. Needed improvements at these crossings needs to be clearly addressed and impacts fully mitigated as part of this project.

3-7

8. Floodplain Management - DEIR page 3.9-6. Sutter County does not allow the simplified method for determining Base Flood Elevations (BFE). Although FEMA has not performed a detailed hydraulic analysis, SBFCA (Peterson Brustad Inc.) has performed a detailed hydraulic analysis that determined Base Flood Elevations for the Yuba City Basin. The County currently uses these best available BFE maps from that analysis for floodplain management in the area of Kells East and Newkom Ranch that show a BFE of 52.5 ft (NAVD 1988). The DEIR should at a minimum acknowledge either the BFE elevation determined by SBFCA for Yuba City Basin or a BFE elevation determined by MBK Engineers for Yuba City.

3-8



● Page 3

9. Floodplain Management – DEIR page 3.9-8. Completion of the Feather River West Levee Project will not provide 200-year flood protection to the area of Kells East and Newkom Ranch. Levee breaches along the Sutter Bypass could inundate the area to a 200-year flood elevation of 51.5 ft (NAVD 1988) as determined by the 2015 MBK study.

3-9

10. GILSIZER DRAINAGE DISTRICT – Sutter County staff functions as Gilsizer County Drainage District staff. Prior to development commencing: 1) The area is required to be annexed to the Gilsizer County Drainage District to legally allow the District to serve the project area. 2) Future drainage studies are required to be reviewed and approved by the Gilsizer Drainage District Engineer prior to future map recordation. 3) If this project is approved, future subdivision improvement plans are required to be approved and signed by the Gilsizer Drainage District Engineer. 4) All adopted Gilsizer Drainage Fees are required to be paid or provision made for their payment in an acceptable agreement with the Gilsizer Board.

3-10

In summary, the above items are important concerns to Sutter County and we look forward to cooperatively working with the City on these issues to assist in advancing this project. If you have any questions, please don't hesitate to contact me by phone at (530) 822-7400 Ext. 242 or by email at [dglabby@co.sutter.ca.us](mailto:dglabby@co.sutter.ca.us).

3-11

Sincerely,



Doug Libby, AICP  
Principal Planner

Cc: David Tomm, Associate Civil Engineer  
Scott Riddle, Associate Civil Engineer  
Neal Hay, Director  
Steve Smith, Interim County Administrator

DL;km



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**Letter 3  
Response****Doug Libby, Principal Planner (Sutter County Development  
Services)**

June 17, 2019

- 3-1 The comment references the Urban Rural Edge Strategy and states the County anticipates that subsequent projects will adhere to the buffering requirements. Page 3.2-13 of the Draft EIR acknowledges the County requirement for permanent agricultural buffers. Impact 3.2-2 confirms that the City is requiring the inclusion of the agricultural buffer for the project. Page 3.10-11 of the Draft EIR includes the BSMP policies which address the edge treatment, including the agricultural buffer as shown in Figure 3.10-1, Agricultural Buffers. The City will require subsequent projects to adhere to the buffering requirements as they will be part of the BSMP, if adopted.
- 3-2 The comment provides some information regarding a Sutter County General Plan Amendment and is not a comment on the adequacy of the environmental analysis in the Draft EIR. No response is necessary.
- 3-3 The comment references the need for an amendment to the Master Property Tax Exchange Agreement or alternative. The comment states that the application would be subject to Sutter County General Plan Policy LU 5.7 which requires that fiscal and environmental impacts be mitigated to less-than-significant levels and that the development must support County General Plan policies and achieve mutually beneficial outcomes. The analysis throughout the Draft EIR addresses the potential environmental impacts of the BSMP and provides mitigation to reduce impacts to less than significant, if mitigation is available and feasible. The City will continue to negotiate with the County regarding the Master Property Tax Exchange Agreement or alternative and work with the County to clarify how the proposed development would address potential impacts that are not required to be addressed by CEQA (such as fiscal impacts).
- 3-4 The comment references Sutter County General Plan Policy LU 5.10 which states that the County does not support projects which would result in the creation of an unincorporated island. As acknowledged in the comment, the City of Yuba City has attempted to annex the area in question, known as the South Yuba City area, twice in the last 18 years. In 1988, the City of Yuba City applied pre-annexation zoning to the South Yuba City area. In 2004, the City held a vote (Measure H) to annex the area, but the measure did not pass. In 2016, the City of Yuba City revised the existing pre-annexation zoning for the South Yuba City area as the City amended its General Plan in 2004 which resulted in inconsistencies and requested that Sutter LAFCo again begin proceedings to annex to area into the City. In June 2018, the City of Yuba City held a vote among property owners to annex the South Yuba City area into the City, and not enough votes in favor of annexation were cast. Sutter LAFCo policy 4.1(g) states that:

An annexation will not normally be approved if it will result in the creation of islands of incorporated or unincorporated territory or otherwise cause or further the distortion of existing boundaries, as determined by the Commission. The Commission may nevertheless approve the annexation where it finds that annexation as proposed is necessary for orderly growth and that reasonable effort has been made to include the island in the annexation but that inclusion is not feasible at this time.

As discussed above, the City has twice made reasonable efforts to annex and incorporate the South Yuba City area. As the last election to approve incorporation of the area occurred over a year ago it is not feasible to make another attempt at annexation as not enough time has passed since the last election. As a result, the annexation of the BSMP area would not conflict with LAFCo policy 4.1(g) as reasonable efforts have been made to annex the South Yuba City area but inclusion of the area is not feasible at this time.

- 3-5 The comment requests information from the City regarding the timing of future roadway improvements. The timing of the roadway improvements will be accomplished using the conditions on the tentative maps or other discretionary permits. This comment does not address the adequacy of the environmental analysis presented in the Draft EIR. No further response is required; however, this concern will be forwarded to the City for consideration during project deliberation.
- 3-6 The comment also expresses a concern that a segment of Bogue Road is too narrow and asks the City to consider expanding all of Bogue Road to include four travel lanes. As described on page 3.14-28 of the Draft EIR, the roadway improvements would be phased and traffic analysis analyzed the roadway to ultimately become four travel lanes. Due to existing homes and limited right-of-way, City staff determined that three lanes with a middle turn lane at this location will be initially adequate. With each phase of construction, the area will be evaluated as to the need to convert the middle turn lane into a through traffic lane. This approach is preferred to provide a designated left turn lane for the residences located on the south side of Bogue Road.
- 3-7 The comment requests the City address possible improvements to the Gilsizer drainage canal; however, the comment does not specify what those improvements would be. The comment also asks that the Draft EIR address replacement of crossings across the canal. The comment is correct that the improved roadways could result in upgrades to the crossings. Roadway improvements crossing the slough would be designed based on City standards. The Draft EIR analyzes impacts related to the project, which includes widened roadways. The Draft EIR contains mitigation to address the full range of potential environmental impacts, such as addressing potential impacts to Gilsizer Slough in Mitigation Measure 3.4-1. In addition, as described in Section 3.9, Hydrology and Water Quality, of the Draft EIR and shown in Table 3.9-3, the project would be designed in such a way as to reduce the flows to Gilsizer Slough under developed conditions. The detention ponds that will be developed as part of the subdivisions are intended to meter

- the water into Gilsizer Canal so the need to enlarge capacity of the Gilsizer Canal is minimized. The City will continue to monitor the hydrology of proposed subdivisions and include conditions during the tentative map stage to ensure that the flows post-development match what was analyzed.
- 3-8 The comment states that Sutter County does not allow the simplified method for determining Base Flood Elevation (BFE) and asks that the Draft EIR acknowledge the BFE determined by Sutter Butte Flood Control Agency or a BFE determined by MBK Engineers for Yuba City. As stated on page 3.9-6 of the Draft EIR, detailed hydraulic analyses have not yet been performed; therefore, BFEs are not shown in the Draft EIR. At the present time there are varying BFEs with changing best available information. As stated on page 3.9-32 of the Draft EIR, The City ordinances require that a urban level of protection (ULOP), or 200-year flood protection, be provided across portions of the City containing flood depths greater than three feet for the 200-year storm event for areas protected by the levee system. About a third of development within the BSMP site would be required to demonstrate consistency with ULOP criteria and adhere to all standards set forth in Chapter 9, Article 6 of the Yuba City Municipal Code, Flood Damage Prevention. The proposed BSMP project would use on-site soil and imported fill to raise building pad elevations to be one foot above the 100-year flood elevation to meet the FEMA standards for NFIP, as well as meet the ULOP criteria set forth by the City. Prior to finalizing any tentative map, the most recent criteria will be used to establish a BFE for development requirements.3-9 See response to comment 3-4.
- 3-10 The comment provides information on the required process to annex development into the Gilsizer County Drainage District. The required annexation is acknowledged in the Draft EIR on pages 2-40 and 2-41. It is standard practice for the City to coordinate the subdivision improvements with the Gilsizer County Drainage District and require fees to be paid to the District. This comment does not address the adequacy of the environmental analysis presented in the Draft EIR. No further response is necessary.
- 3-11 The comment is a closing statement and provides contact information for the agency. This comment does not address the adequacy of the environmental analysis presented in the Draft EIR. No further response is required.

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Sutter Local Agency Formation Commission  
John Benoit, Executive Officer  
P.O Box 2694 Granite Bay, Ca. 95746  
(530) 458-0593 or (707) 592-7528  
j.benoit4@icloud.com

June 17, 2019

Darin Gale  
City of Yuba City Development Services  
1201 Civic Center Blvd  
Yuba City, Ca. 95993

Attn: Darin Gale

**SUBJECT: Response for the Notice of Notice of Completion for the  
Bogue Stewart Master Plan (BSMP)**

Dear Darin,

Unfortunately, the City failed to include the comment letter provided by LAFCO in Appendix B of the DEIR for the Board Street Master Plan. Many but all of the comments in this letter are similar to those provided in LAFCO's original February 2, 2016 response to the NOP (see attached letter- Attachment A), nevertheless the comments in LAFCO's NOP letter remain applicable and need to be included in the FEIR.

4-1

Sutter LAFCO received a copy of the Notice of Completion from Sutter County regarding the Bogue Street Master Plan EIR the City is undertaking. It is the policy of Sutter LAFCO to actively participate in the development of Environmental Documents where LAFCO is a Responsible Agency as required in Section 15096 of the CEQA guidelines or in this case, when the City is preparing a Master Plan. LAFCO is concerned with the orderly provision of urban services in the City and surrounding area, the services required for any subsequent development be provided by an established service provider, where feasible, and that the service provider has and maintains adequate funding for the services provided.

As you are aware LAFCO, as a responsible agency, intends to use this EIR in all subsequent annexation(s) and as either a responsible or lead agency with respect to any Sphere of Influence amendments ( or updates if determined necessary by LAFCO) in the BSMP area rather than preparing a second EIR for the sphere amendment(s). Language was included in the "Purposes and Intent" section of the EIR thereby acknowledging LAFCO will be using the EIR for an amendment (update) for all subsequent annexations within the territory included in the Master Plan Area as a responsible agency and as a lead agency for Sphere of Influence amendments. There needs to be further clarification as to whether or not LAFCO is a responsible agency or a lead agency regarding the Sphere of Influence Amendment. Clearly, LAFCO is the lead agency when it comes to a Sphere of Influence Update, which may be the case here. As previously stated, LAFCO intends to use the EIR to the extent feasible should LAFCO assume the lead agency role or act as a responsible agency.

4-2



A thorough analysis of the impacts upon prime agricultural lands needs to be addressed in the EIR as well as acceptable mitigation measures for the loss and (or) conversion of prime agricultural lands. This analysis is not included in the DEIR and concludes there are no feasible mitigation measures in Section 3.2 of the DEIR. Be aware LAFCo has a specific definition of agricultural lands that need to be considered and analyzed in the EIR. This definition is included in Government Code Section 56064 and are included as follows:

**56064.** "Prime agricultural land" means an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meets any of the following qualifications:

(a) Land that qualifies, if irrigated, for rating as class I or class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not land is actually irrigated, provided that irrigation is feasible.

(b) Land that qualifies for rating 80 through 100 Storie Index Rating.

(c) Land that supports livestock used for the production of food and fiber and that has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the

United States Department of Agriculture in the National Range and Pasture Handbook, Revision 1, December 2003.

(d) Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars (\$400) per acre.

(e) Land that has returned from the production of unprocessed agricultural plant products an annual gross value of not less than four hundred dollars (\$400) per acre for three of the previous five calendar years.

4-3

Please be aware LAFCO, has recently adopted updated Policies and Procedures with respect to the contents of Spheres of Influence and changes of organization. Of importance here is the Commission must be able to make a positive determination that the city's sphere is consistent with its historical and expected growth rates, and that the territory within the sphere is likely to be annexed within a reasonable timeframe. The Commission's determination will be based on information provided by the city, including the City's General Plan and the Bogue Street Master Plan DEIR and FEIR. The DEIR states "LAFCO does not have specific policies relating to agricultural and forestry resources" (page 3.2-11). This is no longer the case since LAFCO adopted a revised set of Policies, Standards and Procedures on May 9<sup>th</sup>, 2019 (see Section 2.14-Agricultural and Open Space Land Conservation) LAFCO's Revised Policies, Standards and Procedures are included as Attachment B.

4-4

Please be aware the LAFCO Act requires a meeting between the City and County regarding Sphere of Influence update applications. Gov. Code Section 56425(b) establishes the requirement and criteria to be addressed, for example development

4-5



standards and zoning requirements within the proposed City Sphere of Influence. If the City and County agree, then LAFCO shall give great weight to any such agreement.

↑ 4-5  
| cont.

LAFCO is concerned about the cumulative service impacts subsequent development may have on various local service providers within and around the City. We assume subsequent development will undergo additional environmental review on a project-by-project basis, which may later be used by LAFCO in considering individual future annexations. If not, cumulative service impacts need to be addressed at this time.

| 4-6

Since the NOP was released in 2016 the South Yuba City Highway 99 Reorganization #337 failed at the ballot box and therefore was not annexed to the City. Therefore, annexation of the BSMP area has this potential to create an island (See Gov. Code Section 56744 and 56375(m)). LAFCO's recently adopted policies include statements regarding the elimination and creation of islands in Section 4.1 f & g. The FEIR needs to analyze the impacts of the creation of an island.

| 4-7


Thank you for providing LAFCO with the opportunity to comment on the DEIR for the City's Bogue Stewart Master Plan. LAFCO would requests a copy of the FEIR when released (as well the Statement of Overriding Considerations, the City's Master Plan Policy Document, development agreements and prezoning ordinances as soon as these documents become available.

| 4-8

Please feel free to contact me regarding this letter and should the City wish to meet with me regarding the BSMP, please do not hesitate to ask.

My email address has changed and is now [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com)

Sincerely,



John Benoit  
Executive Officer, Sutter Local Agency Formation Commission

cc: Doug Libby, Sutter County Development Services

# LAFCO COMMENTS - Attachment A

Sutter Local Agency Formation Commission  
John Benoit, Executive Officer  
P.O Box 2694 Granite Bay, Ca. 95746  
(530) 458-0593

February 2, 2016

Arnoldo Rodriquez, Director  
City of Yuba City Development Services  
1201 Civic Center Blvd  
Yuba City, Ca. 95993

Attn: Arnoldo Rodriquez

**SUBJECT: Response for the Notice of Preparation (NOP) for the Bogue  
Stewart Master Plan VIA EMAIL ONLY**

Dear Arnoldo,

Thank you for providing Sutter LAFCO a copy of the Notice of Preparation for the EIR the City is undertaking. It is the policy of Sutter LAFCO to actively participate in the development of Environmental Documents where LAFCO is a Responsible Agency as required in Section 15096 of the CEQA guidelines or in this case, when the City is preparing a Master Plan. LAFCO is concerned with the orderly provision of urban services in the City and surrounding area, the services required for any subsequent development be provided by an established service provider, where feasible, and that the service provider has and maintains adequate funding for the services provided.

As you are aware LAFCO, as a responsible agency, intends to use this EIR in all subsequent annexation(s) and Sphere of Influence amendments (updates) in the area rather than preparing a second EIR for these entitlements. Please provide language in the "Purposes and Intent" section of the EIR the City acknowledges LAFCO will be using this EIR for an amendment (update) of its Sphere of Influence and perhaps all subsequent annexations within the territory included in the Master Plan Area as a responsible agency.

The environmental documentation needs to disclose all potential environmental impacts associated with a larger or updated Sphere of Influence. Of particular importance to LAFCO has been the City's ability to provide water and wastewater services. These areas should be thoroughly discussed to the extent feasible in the EIR.

Comments regarding this NOP do not include any specific comments relating to policies the City currently has in its General Plan or Specific Policies in the Bogue Stewart Master Plan Area. We believe the environmental impacts related to city policies need to be analyzed in the environmental document to the extent feasible.

A thorough analysis of the impacts upon prime agricultural lands needs to be addressed in the EIR as well as acceptable mitigation measures for the loss and (or) conversion of prime agricultural lands. Be aware LAFCo has a specific definition of



agricultural lands that need to be considered and analyzed in the EIR. This definition is included in Government Code Section 56064 and are included as follows:

**56064.** "Prime agricultural land" means an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meets any of the following qualifications:

(a) Land that qualifies, if irrigated, for rating as class I or class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not land is actually irrigated, provided that irrigation is feasible.

(b) Land that qualifies for rating 80 through 100 Storie Index Rating.

(c) Land that supports livestock used for the production of food and fiber and that has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the

United States Department of Agriculture in the National Range and Pasture Handbook, Revision 1, December 2003.

(d) Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars (\$400) per acre.

(e) Land that has returned from the production of unprocessed agricultural plant products an annual gross value of not less than four hundred dollars (\$400) per acre for three of the previous five calendar years.

Please be aware LAFCo, as part of its transition process, will be updating its Policies and Procedures with respect to the contents of Spheres of Influence in general. Hopefully updates will be available within the next few months. Of importance here is the Commission must be able to make a positive determination that the city's sphere is consistent with its historical and expected growth rates, and that the territory within the sphere is likely to be annexed within a reasonable timeframe. The Commission's determination will be based on information provided by the city, including 1) a vacant land inventory, 2) an analysis of the vacant lands to determine their suitability for development, and 3) a market study to determine the absorption rate of the usable vacant lands.

Please be aware the LAFCO Act requires a meeting between the City and County regarding Sphere of Influence update applications. Gov. Code Section 56425(b) establishes the requirement and criteria to be addressed, for example development standards and zoning requirements within the proposed City Sphere of Influence. If the City and County agree, then LAFCO shall give great weight to any such agreement.

LAFCO becomes concerned about the cumulative service impacts subsequent development may have on various local service providers within and around the City. We assume subsequent development will undergo additional environmental review on a project-by-project basis, which may later be used by LAFCO in considering individual future annexations. If not, cumulative service impacts need to be addressed at this time.

Thank you for providing LAFCO with the opportunity to comment on the NOP for the City's Bogue Stewart Master Plan. LAFCO would requests a copy of the DEIR when released (as well as the FEIR and Statement of Overriding Considerations, as applicable) as well as the City's Master Plan Policy Document, development agreements and rezoning ordinances as soon as these documents become available. My email address is [johnbenoit@surewest.net](mailto:johnbenoit@surewest.net) .

Sincerely,

A handwritten signature in blue ink that reads "John Benoit". The signature is written in a cursive style with a large initial 'J'.

John Benoit  
Executive Officer, Sutter Local Agency Formation Commission

cc: Doug Libby, Sutter County Development Services

# LAFCO COMMENTS - Attachment B



**Sutter Local Agency Formation Commission (LAFCO)**

**Adopted May 9, 2019**

**Policies, Standards and Procedures**

**1. PURPOSE, JURISDICTION, AUTHORITY, AND COMPOSITION**

**1.1. Purpose of these Policies, Standards, and Procedures**

LAFCO is charged with applying the policies and provisions of the Cortese-Knox-Hertzberg Act to its decisions regarding annexations, incorporations, reorganizations, and other changes of government. LAFCO is required to adopt written policies and procedures and to exercise its powers in a manner consistent with those policies and procedures and with the policy directives of the Act. Specifically, the policies and standards set forth in this chapter are designed to:

- a) Provide Information. Give applicants for changes of organization guidance as to the information LAFCO needs to make appropriate determinations concerning their applications and provide information and notice to elected officials, governmental staff, and members of the general public as to the standards and procedures that LAFCO will use in evaluating applications.
- b) Set Criteria. Provide applicants for changes of organization with explicit guidance as to the criteria LAFCO will use in approving, disapproving, amending, or conditionally approving applications for changes of organization.
- c) Ensure Greater Consistency in LAFCO's decision-making process.
- d) Facilitate Communication among local agencies in the region.
- e) Minimize Adverse Impacts of the social, economic and environmental results of growth.
- f) Provide for Planned, Well-Ordered Efficient Urban Development Patterns with appropriate consideration of preserving open space lands within those patterns.

**1.2. The Legislature's Creation of LAFCO**

- a) LAFCO is an intra-local agency that was created by state legislation to ensure that changes in governmental organization occur in a manner, which provides efficient and quality services and preserves open space land resources.
- b) The creation of LAFCO was a legislative response to actions by local jurisdictions in the 1940's and 1950's. These agencies incorporated or annexed large, irregular portions of land in a



manner, which resulted in irrational urban boundaries and isolated populations without efficient services or with no services at all. In 1963, the Legislature established a Local Agency Formation Commission in each county and delegated to them its regulatory authority over local agency boundary changes.

- c) Additional legislation in the 1960's extended LAFCO authority. In the 1970's the Legislature recognized the connection between decisions concerning governmental organization and the issues of urban sprawl and loss of prime agricultural land. In response to these concerns, LAFCOs were charged with implementing changes in governmental organization in a manner, which would preserve agricultural and open space land resources and provide for efficient delivery of services. Concerned that LAFCOs were responding reactively without considering long-term regional issues, in 1972 the Legislature began requiring LAFCO to adopt a sphere of influence for each agency in its jurisdiction. The sphere is the physical boundary and service area each local government agency is expected to serve and each proposal the Commission considers must be consistent with the sphere plan. The Legislature and the courts require LAFCOs to implement the California Environmental Quality Act (CEQA) as it applies to LAFCO actions.
- d) In 1985, the Cortese-Knox Local Government Reorganization Act consolidated all statutes relative to local government changes of organization. Later, in 1997, the Legislature assembled a Commission on Local Governance in the 21<sup>st</sup> Century to examine governance issues with special attention to the Local Government Reorganization Act. "Growth Within Bounds," is the Commission's report, and is based on four major findings: (1) The future will be marked by continued phenomenal growth, (2) California lacks a plan to accommodate growth, (3) local government is plagued by fiscal insecurity, and (4) the public is not engaged. The Commission made eight recommendations:

- i) LAFCO policies and procedures should be streamlined and clarified.**
- ii) LAFCOs must be neutral, independent, and balanced in representation of counties, cities, and special districts.**
- iii) LAFCO's powers must be strengthened to prevent sprawl and ensure the orderly extension of government services.**
- iv) The Legislature must strengthen LAFCOs' policies to protect agricultural and open-space lands.**
- v) The Legislature must comprehensively revise the state-local fiscal relationship.**
- vi) The Legislature must develop incentives to encourage coordination of local plans within each region.**

vii) **The Legislature must enhance communication, coordination, and procedures of LAFCOs and local governments.**

viii) **The Legislature must increase opportunities for public involvement, active participation, and information regarding government decision-making.**

Most of these recommendations were incorporated into the Cortese Knox Hertzberg Act, which was adopted by the Legislature in 2000, and became effective in 2001, or subsequently amended.

### **1.3. The Legislature's Policy Direction to LAFCO**

The Legislature has charged LAFCO with carrying out changes in governmental organization to promote specified legislative policies now codified in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The Cortese-Knox-Hertzberg Act commences with Government Code Section 56000, and the reader is referred especially to Government Code Sections 56001, 56300, 56301, 56375, 56377, and 56668. These sections contain the following major policy elements:

- a) Orderly Growth. LAFCO is charged with encouraging orderly growth and development. Providing housing for persons and families of all incomes is an important factor in promoting orderly development.
- b) Logical Boundaries. LAFCO is responsible for encouraging the logical formation and determination of boundaries.
- c) Efficient Services. LAFCO must exercise its authority to ensure that affected populations receive adequate, efficient and effective governmental services.
- d) Preserve Agricultural and Open Spaces. LAFCO is required to exercise its authority to guide development away from open space and prime agricultural land uses unless such actions would not promote planned, orderly, and efficient development.
- e) LAFCO is required to exercise its function in a manner, which promotes environmental justice.

### **1.4 LAFCO Jurisdiction**

- a) Specific Authority. LAFCO has the specific authority to review and approve or disapprove:
  - i) Annexations to, or detachments from, cities or districts.
  - ii) Formation or dissolution of districts.

- iii) Incorporation or disincorporation of cities.
  - iv) Consolidation or reorganization of cities or districts.
  - v) The establishment of a subsidiary district(s).
  - vi) The development of, and amendments to, Spheres of Influence.
  - vii) Extensions of service beyond an agency's jurisdictional boundaries.
  - viii) Provision of new or different services by districts.
  - ix) Pursuant to Government Code Section 56434, the Commission may review and approve proposals that extend service into previously unserved territory in unincorporated areas.
- b) Limited Authority to Initiate Proposals. Under specific circumstances, LAFCO may initiate proposals resulting in consolidation of districts, dissolution, merger, or establishment of subsidiary districts, formations, or reorganizations that include any of those changes of organization.
- c) Limitation of Authority Relating to Land Use Conditions.  
In order to carry out the legislative policies identified above, LAFCO has the power to approve or disapprove applications, or to impose reasonable conditions on approval. However, while LAFCO is charged with consideration of the impacts of land use in its determination, it is specifically prohibited from directing specific land use or zoning actions. LAFCO may deny an application where the land use that would result violates the statutory policies of the Cortese-Knox-Hertzberg Act.

The California Supreme Court has explained this unusual combination of power to deny coupled with no power to impose conditions to solve the same policy issue. It said the prohibition on imposing conditions regarding land use:

"merely insures that final zoning decisions are made by the local agencies concerned. It certainly does nothing to detract from the power of a LAFCO to disapprove an annexation if it finds that it violates the detailed criteria which a LAFCO must consider."  
Bozung v. LAFCO (1975) 13 Cal. 3d 263, 284.

Thus, for example, LAFCO may disapprove an application for an annexation to a city if it would create an area of urban development that is difficult to serve, or because it would cause the premature development of agricultural land. However, LAFCO could not carry out the same policies by requiring land to be rezoned from residential to agricultural use, or by other direct

exercise of land use authority through the zoning or subdivision process.

### 1.5 LAFCO Composition and Legislative Charge

- a) General Statutory Requirements. LAFCO is an independent, intra-local agency created by the Legislature to implement policies, which the Legislature determined, must be addressed with a regional perspective.
- b) Independent Agency. LAFCO is, by statute, a separate public agency from the County, Districts and the cities that provide funding and appoint members to the Commission.
- c) Intra-Local Representation. The legislative body of LAFCO is the Commission. The Legislature established the composition of the Commission to be representative of the local governmental agencies in the County by providing for city, county, special district, and public membership.
- d) Public Interest. While the Commission is largely composed of members appointed by individual local agencies, the Legislature requires the Commissioners to exercise their independent judgment in carrying out the provisions of the Act and to make their decisions impartially, on behalf of the public as a whole. Decisions required of LAFCO relating to the most efficient form of local government and the preservation of agricultural and open space land inherently involve the balancing of potentially competing interests of cities, counties, and special districts. In addition, such determinations usually affect the public at large because of various options for the delivery of services.

The legislative charge to LAFCO Commissioners is to bring their experience and perspectives to bear in a manner, which carries out the best policy from the perspective of the public as a whole. Commissioners are not selected to represent or to cast the vote of their appointing agencies. While Commissioners' decisions may be informed by their experience at their agency, those decisions must not be dictated by the interests of that agency.

Since Commission members are appointed by law to impartially carry out objective policies concerning public policy issues, it is presumed that they will do so. It is for this reason that the Legislature determined that it is not an automatic conflict of interest for a Commissioner to vote on issues which may affect their appointing agency. Each LAFCO Commissioner is charged with representing the County as a whole and not merely his or her

appointing authority. Nevertheless, if a Commissioner feels that he or she is unable to act impartially, and then the Commissioner should voluntarily disqualify him or herself.

e) Commission Composition. Sutter LAFCO Commissioners are selected from the groups most affected by its decisions: Yuba City and Live Oak, the county, and the public. Sutter LAFCO is composed of seven regular members. The members of Sutter LAFCO are:

- i) Two City Council members and one alternate who are appointed by a committee made up of the mayor of each incorporated cities within Sutter County.
- ii) Two Sutter County Supervisors and one alternate appointed by the Sutter County Board of Supervisors.
- iii) Two Independent Special District Member and one Special District Alternate from Special Districts in Sutter County.
- iv) One Public Member and one Public Member Alternate appointed by the Commission with at least one affirmative vote from each of the other three categories.

## **2. LAFCO GENERAL POLICIES AND STANDARDS**

The following are the general policies and substantive standards that will apply to LAFCO's consideration of any type of proposal. In certain situations, the application of one policy may conflict with the application of another; in that case, the LAFCO will exercise its discretion to balance policies in a manner consistent with the Cortese-Knox-Hertzberg Act and the standards contained in this document.

### **2.1. Communication Between Local Agencies**

LAFCO considers that an important part of its role is to encourage communication and collaborative planning and studies between public agencies (such as the county, cities and special districts), members of the public, and service-providing members of the private sector.

### **2.2. Urban Development**

LAFCO will encourage proposals that result in urban development to include annexation to a city or to an existing municipal service provider wherever reasonably possible, and discourage proposals for urban development without annexation to a city or a district. LAFCO will also encourage cities to annex lands that have been developed to urban levels, particularly areas that receive city services.

Urban Development includes development that utilizes either public water or sewer, and which involves industrial or commercial use, or residential use with density of at least one unit per acre.

#### **2.2.1 New Communities**

Notwithstanding section 2.2, if the County has finally adopted a specific or community Plan for a new community with full environmental review and compliance with other laws and the planned community is of a size to make future incorporation possible or otherwise allow for efficient provision of services, then LAFCO will 1) not apply the preference for annexation to an existing service provider in considering proposals necessary to the development of the planned community; and 2) in evaluating the impact on prime Agricultural Land, consider the regional needs for additional housing and urban development.

### **2.3. Discouraging Urban Sprawl**

LAFCO has been directed by the State Legislature to discourage urban sprawl, and the Commission will normally deny proposals that can reasonably be expected to result in sprawl. Sprawl is characterized by irregular, dispersed, and/or disorganized urban or suburban growth



patterns occurring at relatively low density and in a manner that precludes or hinders efficient delivery of municipal services, especially roads, public sewer and public water.

LAFCO will encourage planned urban development consistent with the General Plan (Specific Plans or Master or related Community Plans) which provide for adequate public services and concentrations of urban development, and which have been approved by the applicable land use authority after public comment and environmental review.

#### **2.4. Environmental Review**

LAFCO shall operate in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 and the Guidelines for implementation of the California Environmental Quality Act. Like other public agencies, LAFCO is required to comply with the California Environmental Quality Act and consider the environmental consequences of its actions. Each proposal must receive the appropriate environmental review for consideration by the Commission in making its decisions. LAFCO is frequently a “responsible agency” and reviews and considers the environmental document prepared for the project by another agency (a city, the county, or a special district). LAFCO is a Responsible Agency since it has permitting authority over a specific project, which requires a LAFCO process. Lead agencies must circulate environmental documents to LAFCO prior to project approval. If environmental documents are not circulated to LAFCO, LAFCO may assume the role and act as Lead Agency. As lead agency, LAFCO may require additional environmental review to ensure there is sufficient information to meet LAFCO’s needs. Likewise, even as a responsible agency, LAFCO may require additional environmental review if there is a change in a project.

It is the policy of Sutter LAFCO to actively participate in the Lead Agency's development of the environmental documents where LAFCO is a responsible agency. In the case of General Plans, Specific Plans, Community Plans, and Habitat Conservation Plans, LAFCO shall address any concerns regarding consistency with LAFCO policy at the earliest opportunity. Only through such early and active participation can LAFCO assure that the environmental documents shall provide adequate information to meet LAFCO's needs.

Occasionally LAFCO will be the “lead agency” and may be required to prepare and certify a Negative Declaration or Environmental Impact Report (EIR) for a proposal. If a city, the county, or a special district is the proponent, it is usually the lead agency. One of the following determinations must be made by the lead agency after the appropriate environmental review:

- a) The project is exempt and a Notice of Exemption is prepared.
- b) A Negative Declaration is prepared, circulated for public review and certified by the **lead agency** after an initial study finds that no significant impact to the environment will occur. The lead agency is required to consult with LAFCO staff during the review process.
- c) An EIR is prepared, circulated, and certified by the governing body if a project may have significant impacts on the environment. The lead agency must consult with LAFCO staff during the process.

Any and all CEQA related costs shall be paid by project proponents or a requesting party. Any and all CEQA related costs regarding amendments, deletions or additions to a Sphere of Influence area or sphere policy and (or) additional Service Review content shall be paid by the requesting party and LAFCo shall not have the responsibility to pay CEQA costs. As applicable, this policy shall apply to Service Reviews and Sphere of Influence updates and amendments.

## 2.5. **Balancing Jobs and Housing**

LAFCO will normally encourage those applications, which improve the regional balance between jobs and housing. LAFCO will consider the impact of a proposal on the regional supply of housing for all income levels. The applicable agency must demonstrate to LAFCO that the proposal is consistent with the jurisdiction's adopted Housing Element, and other state certified housing plans such that any adverse impacts of the proposal on the regional affordable housing supply have either been mitigated or full mitigation is not feasible. Adverse impacts on the regional affordable housing supply shall mean proposals that eliminate or displace existing affordable housing, or eliminate opportunities for affordable housing.

## 2.6. **Compact Urban Form and Infill Development Encouraged**

When reviewing proposals that result in urban development, LAFCO will consider whether the proposed development is timely, compact in form and contiguous to existing urbanized areas. LAFCO will favor, to the extent practicable, development **of unconstrained** vacant or under-utilized parcels already within a city or other urbanized area prior to annexation of new territory.

## 2.7. **Public Accessibility and Accountability**

All LAFCo meetings are open to the public and must meet the requirements of the Cortese-Knox-Hertzberg Act and the Brown Act.

LAFCO recognizes the public's ability to participate in the local governance.

**2.8. Ability to Provide Adequate Services**

LAFCO will consider an agency's ability to deliver adequate, reliable and sustainable services, and will not approve a proposal that may significantly reduce service levels in an agency's current jurisdiction, service zone or service within another affected agency. An agency must demonstrate its ability to meet level of service needs within a reasonable amount of time.

**2.9. Efficient Services**

Community needs are normally met most efficiently and effectively by proposals that:

- a. Utilize Existing Public Agencies rather than create new ones.
- b. Consolidate the Activities and Services of public agencies in order to obtain economies from the provision of consolidated services.
- c. Restructure Agency Boundaries and service areas to provide more logical, effective, and efficient local government services.

**2.10. Community Impacts**

LAFCO will consider the impacts of a proposal and any alternative proposals on adjacent areas, on mutual social and economic interests, and on the local government structure including affected independent special districts. The **Commission will deny a proposal if adverse impacts are not mitigated to an acceptable level unless mitigation is determined to be infeasible and LAFCO affirms the Lead Agency's adopted Statement of Overriding Considerations.**

**2.11. Conformance With General and Specific Plans**

- a) Consistency with General and Specific Plans (General and (or) Specific plans shall mean through this document applicable area plans, specific plans, policies, adopted urban-rural interface areas, Agricultural preservation strategies, all relevant city and county guidelines and policies, utility master plans and habitat conservation plans, and any other plans adopted by the applicable jurisdiction). LAFCO will approve changes of organization or reorganization only if the proposal is consistent with the General

Plan and relevant Specific Plans of the applicable planning jurisdiction.

- b) Planning Jurisdiction. The applicable planning jurisdiction is as follows:
  - i) For areas within a city's sphere of influence, the city is the applicable planning jurisdiction.
  - ii) For areas outside a city's sphere of influence, Sutter County is the applicable planning jurisdiction.
- c) Notification of Consistency. Prior to consideration of the proposal by LAFCO, the applicable planning jurisdiction shall advise LAFCO in writing whether the proposal meets all applicable consistency requirements of state law, including internal consistency. If the applicable planning jurisdiction is also applying to LAFCO by Resolution of Application, such finding may be included in the Resolution. LAFCO shall retain discretion to independently verify and determine consistency and may require additional information if necessary.
- d) Consistency Found Adequate. For purposes of this standard, the proposal shall be deemed consistent if the proposed use is consistent with the applicable City or County General Plan designation and text, the applicable general plan is legally adequate, factors in Gov. Code 56668 are adequately considered, and the anticipated types of services to be provided are appropriate to the land use designated for the area.
- e) Rezoning or Planning. All territory proposed for annexation to a city must be specifically planned and/or rezoned by the planning agency. Rezoning or zoning of the territory must be consistent with its general plan and sufficiently specific to determine the likely intended use of the property. No subsequent change to the zoning by a city is permitted by state law for a period of two years under most circumstances.

## 2.12. Boundaries

- a) Definite Boundaries Required. LAFCO will not accept as complete any application for a proposal unless it includes boundaries that are definite, certain, and fully described.
- b) Boundary Criteria. LAFCO will normally favor applications with boundaries that do the following:
  - i) Create logical boundaries within the affected agency's Sphere of Influence, and where possible, eliminate previously existing islands or other illogical boundaries.

- ii) Follow parcel lines, natural or man-made features and include logical service areas, where appropriate.
- c) Boundary Adjustments. LAFCO will normally amend applications with boundaries which:
  - i) Split neighborhoods or divide an existing identifiable community, commercial district, or other area having a social or economic identity.
  - ii) Result in islands, corridors, or peninsulas of incorporated or unincorporated territory or otherwise cause or further the distortion of existing boundaries, **unless infeasible**.
  - iii) Are drawn for the primary purpose of encompassing revenue-producing territories.
  - iv) Create areas where it is difficult to provide services.
- d) Boundary Disapprovals. If LAFCO cannot suitably adjust the boundaries of a proposal to meet the criteria established in item 2.12 (b) above, it will normally deny the proposal.

### 2.13. Revenue Impacts

- a) Revenue Sharing Agreements. Paragraphs b, c, and d of this section will be considered to be complied with if:
  - i) The affected agencies have agreed to a specific revenue split for the proposal and have filed a copy of that agreement with the Executive Officer with a statement that the agreement adequately provides for a balance of revenue and costs, or
  - ii) A master tax exchange agreement or agreed-upon formula is in effect between the affected agencies and the agencies confirm in writing that such agreement is applicable to this proposal and that it provides for a balanced exchange of service costs and revenues.
  - iii. Where i. and ii. do not apply then b, c and d below will be considered by LAFCO.
- b) A balanced exchange of service costs and revenues is applicable to all proposals. LAFCO will approve a proposal for a change of organization or reorganization only if the Commission finds that the proposal will result in a similar exchange of both revenues and service responsibilities among all affected agencies. A proposal is

deemed to have met this standard if the amount of revenue that will be transferred from an agency or agencies currently providing service in the subject territory to the proposed service-providing agency is substantially equal to the expense the current service provider bears in providing the services to be transferred.

- c) In the event the expense to the new service provider is substantially greater than or less than that amount of revenue transferred from the current service provider, the current service provider and new service-providing agency must agree to revenue transfer provisions to compensate for the imbalance. Such provisions may include, but are not limited to, tax sharing, lump-sum payments, and payments over a fixed period of time.
- d) When failure to achieve a balanced exchange of service costs and revenues is not possible because of the limitations of state law, the Commission shall impose all feasible conditions available to reduce any revenue imbalance, or it may deny the proposal. The Commission recognizes that strict compliance with this standard may be infeasible for certain proposals and that the need for service may sometimes outweigh the requirement to attain a complete balance. Where the failure to achieve a balance is primarily due to the disagreement of the affected agencies, the Commission shall normally deny the application.

## 2.14 Agricultural and Open Space Land Conservation

Among LAFCO's core purposes is preservation of open space and prime agricultural lands. The Commission will exercise its powers to conserve prime agricultural ("ag") land as defined in Government Code Section 56064, and open space land as defined in Government Code Section 65560 pursuant to the following standards. In order to more effectively carry out this mandate, the Commission may develop local standards to define and identify prime agricultural and open space lands.

2.14 a) Conditions for Approval of Prime Ag/Open Space Land Conversion. LAFCO will approve proposals for changes of organization or reorganization which are likely to result in the conversion of prime ag/open space land use to other uses only when the Commission finds that the proposal will lead to planned, orderly, and efficient development

For proposals that are not associated with implementation of an approved Specific Plan or Community Plan, a proposal leads to planned, orderly, and efficient development only if all of the following criteria are met:

- i) The land subject to the change of organization or reorganization is contiguous to either lands developed with an



urban use or lands which have received all discretionary approvals for urban development.

ii) The proposed development of the subject lands is consistent with the Sphere of Influence Plan, including the Service Review of the affected agency or agencies.

iii) The land subject to the change of organization is likely to be developed. In the case of very large developments, annexation should be phased wherever feasible or provisions made to insure that the undeveloped portion of the project remains in productive agriculture until developed.

iv) Insufficient vacant non-prime or open space land exists within the existing agency boundaries or applicable Sphere of Influence that is planned and developable for the same general type of use.

v) The proposal will have no significant adverse effects upon the physical and economic integrity of ag/open space lands outside the boundaries of the proposed reorganization territory.

vi. As applicable, LAFCO will encourage development that is consistent with Habitat Conservation Plans adopted by the applicable planning and wildlife agencies to promote a regional conservation strategy to accommodate growth in a manner that protects agricultural lands, open space, and habitat values.

2.14(b) Approved Sphere of Influence Plan Required. The Commission will not make the affirmative findings that the proposed development of the subject lands is consistent with the Spheres of Influence in the absence of an approved Spheres of Influence Plan, containing all of the elements required by Section 3.2 below.

2.14(c) Findings with Respect to Alternative Sites.

For proposals that are not associated with implementation of an approved Specific Plan or Community Plan, The Commission will make a finding that insufficient vacant nonprime agricultural or open space land exists within the city (county) of its Sphere when it determines:

i. The Agency has accurately identified (a) all vacant economically developable land within its boundaries and (b) all vacant developable non-prime and non-open space land within its Sphere.

ii. Has prepared an objective absorption analysis that demonstrates that insufficient developable non-prime land

exists within the existing boundaries or sphere to meet the City's (County's) needs for the type of development proposed.

iii. In making this determination, the commission may take into consideration city (county) planning goals, policies and objectives and zoning regulations that (a) Encourage preservation of prime Ag/Open space land identified in the City and Sphere until needed for orderly growth and (b) Encourage and facilitate in-fill development as an alternative to development of prime Ag/open space lands.

2.14(d) Determining Impact on Adjacent Ag/Open Space Lands. As practicable, LAFCo will encourage agricultural uses to remain within the interior of an adopted Sphere of Influence until development occurs while not prohibiting the efficient extension of public services within these areas. LAFCo's focus in determining impact upon adjacent Ag/Open Space lands will be lands outside LAFCo's adopted Sphere of Influence and adjacent to a proposal for a change of organization.

In making a determination for lands outside a Sphere of Influence boundary that are adjacent to a change of organization proposal, LAFCO will consider the following factors:

- i) The prime ag/open space significance of adjacent areas outside the Sphere of Influence relative to other ag/open space lands in the region.
- ii) The use of the subject and adjacent area outside LAFCo's adopted Sphere of Influence.
- iii) Whether natural or human-created barriers serve to buffer adjacent or nearby prime ag/open space land, which is outside the Sphere of Influence from the effects of the proposal.
- iv) Applicable provisions of the General Plan open space and land use elements, applicable growth-management policies, or other statutory provisions designed to protect agriculture or open space.
- v) Whether the proposal is associated with an approved Specific Plan, Community Plan, or Habitat Conservation Plan that was subject to environmental review which analyzed impacts to agricultural and open space lands and if LAFCo's comments were adequately addressed.
- vi) Notwithstanding the above factors LAFCo will work with the principal jurisdiction to ensure sound planning is in place for the extension of public services within an existing Sphere of Influence boundary so as to promote good and efficient planning.

2.14(e) Comments On Prime Ag/Open Space Projects. Whenever feasible LAFCO will review and comment upon, Notices of Preparation for Environmental Impact Reports or other environmental documents for projects, which involve the development of, open space or agricultural land. LAFCO shall address any concerns regarding consistency with LAFCO policy at the earliest opportunity in order to encourage communication between governmental agencies and facilitate planned, orderly, and efficient development.

2.14(f) Land Subject to Farmland Conservation Restrictions.

i. Sphere of Influence Changes

Williamson Act Contract Lands. The Commission will not normally approve a change to the Sphere of Influence of a local government agency of land that is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (the Williamson Act) if that local government agency provides or would provide facilities and services related to sewers, nonagricultural water, or streets and roads to the land unless these facilities or services benefit land uses that are allowed under the contract and the landowner consents to the change to the Sphere of Influence. LAFCO will make specific findings considering the criteria and applicability of Government Code Section 56426.5 prior to approval of a change to the Sphere of Influence.

ii. Annexations.

Williamson Act Contract Lands. LAFCO will not normally approve or conditionally approve a change of organization or reorganization that would result in an annexation to a city or a special district of land that is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (the Williamson Act), if that city or special district provides or would provide facilities or services related to sewers, nonagricultural water, or streets and roads to the territory, unless these facilities or services benefit land uses that are allowed under the contract. LAFCO shall consider the criteria and applicability of annexing land pursuant to Government Code Section 56856.6.

2.14( h) Agricultural Buffer Policy for territory adjacent and outside the exterior boundary of an agency's Sphere of Influence. LAFCO will normally disapprove an annexation of territory to a City or District or the formation of a district that will facilitate urban development where the territory to be

annexed or formed is adjacent to agricultural lands lying outside the jurisdictions applicable adopted Sphere of Influence unless adequate protections are included in the proposal to protect agricultural activities on nearby agricultural lands using the criteria in Section 2.14 (d) above. Adequate protection shall normally be provided for an open space buffer of adequate width along the exterior boundary of a Sphere of Influence so as to protect adjacent agricultural lands and activities. The Commission will consider other methods after making a finding, based on thorough environmental analysis and substantial evidence in the record, or that a buffer of reduced width and (or) an alternative are equally effective in protecting adjacent agricultural land and activities. Any protections shall be in the form of long-term legally enforceable restrictions such as a restrictive covenant or open space easement enforceable by the public as well as the annexing or forming agency. In the case of Yuba City, Edge Buffer Design Guidelines, Agricultural Preservation Strategies adopted along the Urban Rural Edge Strategy as adopted in December 2011 shall be also be considered by LAFCO.

**2.15. Need for Services**

A need for the services that will be made available must be established. LAFCO will normally determine that a need for service exists if any of the following situations is present at the time an application comes forward:

- a) Public Health and Safety Threat. If the lack of the service creates a demonstrated threat to the public health and safety.
- b) Community Needs. If a proposal includes the extension or provision of community services that are not considered growth inducing, such as fire protection, recreation, or road maintenance, and the residents of the area have indicated a desire for the service. A positive indication from the residents may be established by a city or district being requested by residents to initiate annexation on their behalf.
- c) Specific Plan or Community Plan. If a proposal is consistent with implementation of an approved Specific Plan or Community Plan of the applicable land use jurisdiction.
- d) If a proposal will result in the extension of services that may reasonably be expected to result in urbanization of the subject territory, the area growth patterns should indicate that the subject area is likely to be developed for urban use in the foreseeable future, if permitted and feasible, and local planning regulations provide:
  - i) It is designated for urban uses in the appropriate land use authority's General Plan;

- ii) If the proposal includes annexation to a city, the subject territory has been pre-zoned for urban uses; and
- iii) Development at the site is consistent with the policies of the General Plan, and the Cortese-Knox-Hertzberg Act.

## 2.16. Exceptions

LAFCO may make exceptions to any of the standards in this Chapter if it determines that such exceptions can be justified under one or more of the following grounds:

- a) Unique. The project has a unique physical constraint, which is so unusual and inconsistent with other similar locations that granting an exception would not be a grant of a special privilege.
- b) Policy Conflicts. Where there is a conflict between standards, the Commission may choose to give priority to one over the other or compromise between them in order to promote orderly development.
- c) Quality/Cost. Result in significantly improved quality or substantially lower cost of service available.
- d) No Alternative. Are required because no feasible or logical alternative exists.

## 2.17 Tribal Lands

If a proposal involves a change of organization or an amendment or establishment of a Sphere of Influence, which could ultimately lead to the provision of services to tribal lands, the proper tribal authority shall be informed of LAFCO's intention to seek a partial waiver of sovereign immunity prior to its approval of a change of organization.

Prior to issuance of a certificate of filing for an application involving a change of organization to provide public services on tribal lands, LAFCO will normally require a partial waiver of sovereign immunity whereby the proper tribal authority and LAFCO agree in writing to mitigate the effects of the proposed change of organization on adjacent areas and on the local government structure of the county or city in accordance with the LAFCO Act, in exchange for the authority to provide the service.

LAFCO will incorporate the agreed upon provisions into its terms and conditions of approval.

## 2.18 Updated Municipal Service Review Required

At the time LAFCO receives an application for a change of organization, information contained in the applicable Municipal Service Review (MSR) shall be reviewed and updated, as necessary. Revised determinations within an applicable MSR **that is relevant to the proposal** will be required when significant changes in the MSR baseline result in inconsistencies with existing MSR determinations.

## 2.19 Disadvantaged Unincorporated Communities

The Commission will identify Disadvantaged Unincorporated Communities, as defined below, for the purpose of:

1. Municipal Service Reviews. Water, Wastewater, and Fire Protection Municipal Service Reviews will discuss and identify opportunities for the provision of those services to Disadvantaged Unincorporated Communities located within or contiguous to the Sphere of Influence of an agency.
2. City Annexations. Disadvantaged Unincorporated Communities that are located contiguous to areas proposed for annexation to a city shall normally be included in the annexation or reorganization proposal or be separately proposed for annexation, unless the Commission has determined that the disadvantaged community would not be benefited by annexation, or if at least 50% the registered voters have indicated opposition to annexation.
3. Definition of Disadvantaged Unincorporated Community. A Disadvantaged Unincorporated Community is defined as a developed area that has been identified as such by LAFCO, the County or applicable city, or one that meets all the following standards:
  - a) Substantially developed with primarily residential uses
  - b) Contains at least 25 parcels in close proximity to each other that do not exceed 1.5 acres in size
  - c) Does not have reliable public water, sewer or structural fire protection service available
  - d) Contains at least 12 registered voters
  - e) Has a median household income level of less than 80% of the statewide median household income

Request for Determination. In addition to those Disadvantaged Unincorporated Communities identified by LAFCO or other agencies, residents or property owners may request that LAFCO determine whether a specific area meets the criteria listed in Item 3, to be treated as a Disadvantaged Unincorporated Community. Such request must be submitted by at least twelve registered voters of the area. The review shall be conducted by LAFCO staff and shall, if appropriate, be submitted for consideration and approval by the Commission.



### 3. SPHERES OF INFLUENCE

#### 3.1. General Policies

- a. LAFCO must adopt a sphere of influence for each city and each district in its jurisdiction, and must review and, if necessary, update each sphere of influence at least every five years. All LAFCO actions must be consistent with a sphere plan. A Sphere of Influence is defined in Section **56076** of the Government Code as “a plan for the probable physical boundary and service area of a local agency or municipality as determined by the commission.”

The establishment of Sphere of Influence Plans is perhaps the most important planning function given to LAFCOs by the state legislature. Spheres of Influence are described by the Cortese Knox Hertzberg Act as an important tool for “planning and shaping the logical and orderly development and coordination of local governmental agencies so as to advantageously provide for the present and future needs of the county and its communities.” Spheres serve a similar function in LAFCO determinations as general plans do for cities and counties. Consistency with the adopted sphere plan is mandatory, and changes to the plan require careful review.

While LAFCO encourages the participation and cooperation of the subject agency, the sphere of influence plan is a LAFCO responsibility, and the Commission is the sole authority as to the sufficiency of the documentation and the plan’s consistency with law and LAFCO policy. Staff of LAFCO will work closely with agencies in developing sphere of influence plans. In determining the sphere of influence of each agency, LAFCO must consider and prepare a written statement of its determinations with respect to the following five factors as stated in Government Code Section 56425 (e):

1. The present and planned land use in the area, including agricultural and open-space lands.
2. The present and probable need for public facilities and services in the area.
3. The present capacity of public facilities and adequacy of public services provided by the agency.
4. Any social or economic communities of interest in the area that the Commission determines is relevant to the agency.

5. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers municipal and industrial water, or structural fire protection, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
- b) In order to prepare and update spheres of influence, LAFCO is required to conduct a review of the municipal services provided in the county, region, sub-region, or other appropriate designated area. The policies, standards and procedures of Sutter LAFCO applying to Municipal Service Reviews are set forth in Section 3.3 below.
    - i) Consistency Requirement. Every sphere of influence plan must be consistent with LAFCO's Policies and Procedures, the state legislature's policy direction to LAFCO, the sphere plans of all other agencies in the area, the Commission's statement of written determinations with respect to its review of municipal services in the applicable area, and with the long range planning goals for the area.
    - ii) Sphere Boundaries. In establishing the boundaries of a sphere of influence plan for an agency, LAFCO will consider the factors listed in Section 56425 (e) of the Government Code as noted above.
  - c) With respect to Factor 3.1(b) above, LAFCO will not include lands that are unlikely to require the services provided by the agency, for example, lands not designated for development by the applicable General Plan, territory where development is constrained by topographical factors, or areas where the projected and historical growth rates do not indicate a need for service within the timeframe of the sphere plan.
  - d) With respect to Factor 3.1(c) above, LAFCO will not include areas in an agency's sphere of influence, which cannot feasibly be served by the agency within a time frame consistent with both the sphere plan and applicable general plan.
  - e) Time Factor. Sphere of Influence amendments will ordinarily take longer to process than applications for a change of organization or reorganization and will generally require more detailed information.
  - f) Updated Plans Encouraged. Agencies are encouraged to keep the supporting documentation for their Sphere of Influence plans up to date so that individual applications for changes of organization or reorganization are not burdened with time delays.

- g) Areas of Concern. LAFCO may, at its discretion, designate a geographic area beyond the Sphere of Influence as an area of Concern to any local agency.
- i) An Area of Concern is a geographic area beyond the Sphere of Influence in which land use decisions or other governmental actions of one local agency (the "Acting Agency") impact directly or indirectly upon another local agency ("the Concerned Agency"). For example, approval of a housing project developed to urban densities on septic tanks outside the city limits of a city and its sphere of influence may result in the city being forced subsequently to extend sewer services to the area to deal with septic failures and improve city roads that provide access to the development. The city in such situation would be the Concerned Agency with appropriate reason to request special consideration from the Acting Agency in considering projects adjacent to the City.
  - ii) LAFCO will notify any Concerned Agency when LAFCO receives notice of a proposal of another agency in the Area of Concern to the Concerned Agency, and will give great weight to its comments.
  - iii) If requested, LAFCO will seek to obtain a Joint Powers Agreement or other commitment between the agencies so that the Acting Agency provides advance notice to the Concerned Agency of any actions, or projects being considered within the area of concern, and commits to considering any comments made by the Concerned Agency.
- h) Zero and Minus Spheres. The Commission may adopt a "zero" sphere of influence (encompassing no territory) for an agency when the Commission has determined that the public service functions of the agency are either non-existent, no longer needed, or should be reallocated to some other agency of government. Adoption of a "zero" sphere indicates the agency should ultimately be dissolved. The Commission may initiate dissolution of an agency when it deems such action appropriate. The Commission may adopt a "minus" sphere (excluding territory currently within that agency's boundaries) when it has determined that territory within the agency's boundaries is not in need of the agency's services, or when the agency has no feasible plans to provide efficient and adequate service to the territory in question.

### **3.2. Contents of the Sphere of Influence Plan**

- a) General Requirements. The Sphere of Influence Plans for all governmental agencies within LAFCO's jurisdiction shall contain the following:

i) A sphere map and plan for annexation of the depicted territory defining the probable boundary of the agency's service area defining the agency's logical boundary for lands likely to be annexed prior to the next sphere review or update. The sphere map and annexation plan may include specific conditions for particular areas that must be satisfied before annexations may occur.

ii) Documentation to support the Commission's determinations regarding the factors stated in §56425(e). Generally this information will be provided in the applicable Municipal Service Review(s), supplemented and updated as necessary to assure the information and analysis satisfy LAFCO policy requirements and are complete, current, and accurate.

b) Specific Requirements for City Sphere Plans

i) City/County Agreement. When required by Government Code §56425(b), a city and the county shall meet and confer regarding the boundaries of the city's sphere prior to the Commission's final determination. If a city and the county have reached agreement regarding the boundaries, development standards, and zoning requirements within a proposed city sphere, the Commission shall give great weight to the agreement in the Commission's final determination of the city's sphere.

ii) Parcel Inventory Analysis. The Commission must be able to make a positive determination that the city's sphere is consistent with its historical and expected growth rates, and that the territory within the sphere is likely to be annexed within the timeframe specified within the applicable jurisdiction's General Plan. The Commission's determination will be based on information provided by the city, including a review of the jurisdiction's most recently adopted and HCD certified housing element and specific information required by LAFCO at the time of the change of organization or Sphere update. If the city is unable to supply such information, or such information is not available LAFCO will make a sphere determination after considering the city's historical growth rates for each land use designation, pertinent city land use and zoning regulations, and the physical characteristics of the property intended to be included in the sphere.

iii) Spheres for New Cities. The Commission will adopt a Sphere of Influence Plan for a newly incorporated city within a year of the date of incorporation.

c) Specific Requirements for District Sphere Plans

i) A district's sphere plan must document that the territory within the district's sphere is likely to require the district's services and that the district has or will have the capacity to serve the area at the appropriate level.

ii) Multi-service Districts. LAFCO shall adopt a sphere of influence plan for each distinct function or class of service provided by a district. These sphere plans may or may not be coterminous. Each sphere shall establish the nature, location, and extent of the functions or classes of services provided by the district.

iii) Spheres for New Districts. LAFCO will adopt a Sphere of Influence Plan for a newly formed district within one year of the completion of formation proceedings, as practicable.

### **3.3 Municipal Service Reviews**

In order to establish an appropriate sphere for an agency, LAFCO must have adequate information on present and future service needs in the area and the capabilities of the agency to meet those needs. To this purpose, the Cortese-Knox-Hertzberg Act requires LAFCO to conduct service reviews prior to establishing or updating spheres of influence. A service review is a comprehensive review of provision of specified services within a designated geographic area. Its purpose is to evaluate the provision of services on a regional basis and to recommend actions, when necessary, to promote the efficient provision of those services. The service reviews are intended to help LAFCO, the public and other agencies better understand the public service structure and evaluate options for the provision of efficient and effective public services. LAFCO uses the information and analysis provided by the Municipal Service Review (MSR) to ascertain whether an agency can provide adequate and efficient services to the areas in the agency's sphere within the applicable time frame.

LAFCO will prepare or update the appropriate Municipal Service Reviews prior to or in conjunction with the adoption or update of an agency's sphere of influence plan. In general, LAFCO will conduct such reviews on a service-by-service basis for designated geographic areas. The Commission will periodically develop and implement a multi-year coordinated schedule for preparing MSRs and updating spheres of influence, in accordance with the legislature's direction to review each agency's sphere of influence every five years and update as necessary and provided for in LAFCO's budget.

a) General Standards. LAFCO shall prepare Municipal Service Reviews in conformance with the provisions of Government Code §56430. A Municipal Service Review must provide information specific to each

agency to support the Commission's written determinations with respect to the following:

Growth and population projections for the affected area.

The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence

Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies.

Financial ability of agencies to provide service.

Status of, and opportunities for, shared facilities.

Accountability for community service needs, including governmental structure and operational efficiencies.

Any other matter related to effective or efficient service delivery.

b) Municipal Service Reviews Must Support Spheres of Influence. In addition to the requirements discussed above, Municipal Service Reviews shall contain information on which the Commission can base its determination of the appropriate sphere of influence for an agency, including:

- i) Identification of existing land uses and a reasonable projection of land uses, which would occur if services were provided consistent with each agency's sphere of influence plan. This analysis should include maps and explanatory text detailing the following:
- ii) Present designated and actual land uses in the area, improved and unimproved properties, and agricultural and open space lands, as defined by Government Code Sections 56064 and 56059.
- iii) Proposed future land uses in the area.
- iv) Discussion of present and probable future needs for public facilities and services in the sphere area. The discussion should include consideration of the need for all types of major facilities, not just those provided by the agency.
- v) A determination of the present and future capacity of facilities and adequacy of services the agency provides or has plans to provide. The review must include specific information and analysis of how the agency will meet anticipated growth in demand within its current boundaries and within the area included in its sphere. This information will guide the Commission's designation of appropriate sphere horizons or timelines in the Sphere of Influence Plan if determined applicable by the Commission. The required information should include the following:



- 1) Maps and explanatory text that indicate the location and capacity of existing and proposed facilities, including a plan for timing and location of new or expanded facilities.
  - 2) An estimate of projected revenue and expense over the territory within the sphere or sphere horizons (if applicable) specifically identifying the cost of planned new facilities or services and projected source(s) of revenue to fund those new facilities or services.
  - 3) Actual and projected costs of services to consumers in current dollars. A statement of actual and projected allocations of the cost of services between existing and new residents shall be included.
  - 4) Identification of any relevant social or economic communities of interest in the area. For example, an area, which is completely within one subdivision governed by a single homeowner's association, should be noted, in order to avoid unnecessary division of the territory between service agencies.
- c) Uses of the Municipal Service Review. Upon approval of the Municipal Service Review, it will be utilized by LAFCO both in establishing the agency's sphere of influence and in the consideration of all proposals affecting that agency.
  - d) Changes of Organization- revisions required. At the time LAFCO receives an application for a Change of Organization, information contained in the applicable Municipal Service Review (MSR) shall be reviewed and updated as required by Policy 2.18 above.

### **3.4. Amendments and Updates of Spheres of Influence**

- a) Adoption and Revision. LAFCO will adopt, amend, or update a Sphere of Influence Plan after a public hearing and pursuant to the procedures set forth in Government Code Section 56427. Sphere actions are subject to the provisions of the California Environmental Quality Act. Sphere of Influence Plans shall be reviewed and updated, if necessary, every five years, or as deemed necessary by the Commission. Whenever possible, city sphere updates shall be scheduled to coincide with a city comprehensive General Plan update.
- b) Updates and Amendments Defined. Updates generally involve comprehensive review of the entire Sphere of Influence Plan, including the map and the information provided in the Municipal Service Review for the agency.

Amendments generally involve limited changes to a Sphere of Influence Map or Plan that are proposed by an agency or individual to accommodate a specific proposal. An amendment may or may not involve changes to the Municipal Service Review information.

- c) Amendments Required. An amendment to the Sphere of Influence Plan will be required in the following circumstances:
  - To modify a sphere by adding or removing territory.
  - To move territory from one development horizon to another.
  - When a district seeks to provide a new or different function or class of service.
  - When a significant change in an agency's plans for service makes the current sphere plan impractical.
- d) Updates Required. LAFCO will review the adopted sphere plan of each agency at least every five years or as necessary and will update it in accordance with the budget and as the Commission deems necessary. In order to conduct a sphere review, LAFCO will request the agency to provide updated information for its Sphere of Influence Plan and Municipal Service Review. Such information is necessary to inform the Commission's determination of appropriate area within the sphere of influence. In the absence of adequate information, the Commission will complete the sphere update by identifying the territories that currently receive the agency's services and excluding unserved territories from the sphere.
- e) General Requirements. LAFCO will generally treat an update or a proposed amendment to an agency's sphere of influence similarly to an application for approval of a sphere of influence. Each of the following sets of policies apply to sphere of influence amendments and updates:
  - i) General policies as specified in Section 2 above.
  - ii) Specific policies and standards for spheres of influence and for updates and amendments thereto as specified in Section 3.

LAFCO will not approve a sphere plan that would result in a sphere that is inconsistent with other LAFCO policies or standards unless the Commission makes a specific finding.

- f) Precedence of Amendments over Annexations. Sphere of influence amendments must precede consideration of proposals for changes of organization or reorganization.

- g) Demonstrated Need Required. An applicant for amendment to a sphere of influence must demonstrate a projected need or (in the case of reduction of the sphere) lack of need for service.
- h) Open Space and Prime Agricultural Land. Amendment proposals involving sphere expansion to include open space or prime agricultural land may not be approved by LAFCO if there is sufficient alternative land available to feasibly be annexed within the existing sphere of influence.

### **3.5 Districts and services, which are not growth inducing**

The Commission may prepare abbreviated Municipal Service Reviews and Sphere of Influence Updates for agencies not providing growth-inducing services and districts providing non-growth inducing services, and where appropriate determine Sphere of Influence affirmations to be exempt from the provisions of the California Environmental Quality Act.

Non-growth-inducing services are defined as all public services except water conveyance, treatment, extraction and use of ground and (or) surface water for domestic services or to facilitate urban development; and domestic wastewater collection, treatment and disposal to facilitate urban development; and fire protection and road construction and maintenance services. Districts providing non-growth inducing services normally would serve finite geographical areas, surrounded by public lands, provide limited specified services to residents or landowners, have coterminous district/sphere of influence boundaries and are not generally or routinely considered for expansion through annexations or sphere amendments for the purpose of providing services for existing or future urban development.

Sphere of Influence Plan reviews and affirmations for districts providing non-growth inducing services would normally not generate environmental impacts that would make them subject to heightened level of review California Environmental Quality Act (CEQA), namely a Negative Declaration or Environmental Impact Report. Pursuant to CEQA Guideline Section 15320 the following may be applied, as appropriate. This section provides for an exemption (class 20) where changes in organization or reorganization of local governmental agencies (i.e. in the case of a Sphere of Influence affirmation for districts providing non-growth inducing services) where the changes do not change the geographical area in which previously existing powers are exercised. This exemption may also be applicable where the changes will not result in any substantive changes to the functions, operations or purposes of the districts; are not predicated on, or will result in, any land use changes that may be subject to CEQA review; and will not cause any reasonable foreseeable environmental consequences in that the Sphere of Influence affirmation will not directly create or cause any significant land use changes or other actions that could be detrimental to the environment.

#### 4. ANNEXATIONS, DETACHMENTS, AND ACTION

##### 4.1. General Standards for Annexation

These standards govern LAFCO determination regarding annexations to or from all agencies.

- a) Consistency With LAFCO Policies. The annexation and (or) detachment (reorganization) must be consistent with the General Policies set forth in Section 2 of these Policies and Procedures.
- b) Consistency with Spheres and Services Reviews (MSR).
  - i) The annexation must be consistent with the Sphere of Influence, The land subject to annexation is land expected to be annexed before the next sphere update.
  - ii) The annexation must also be consistent with the applicable Service Review. An annexation shall be approved only if the Service Review and any update completed as part of the annexation process demonstrate that adequate services will be provided within the time frame needed by the inhabitants of the annexed area.
  - iii) Proposed annexations of territory that shall lie within the mapped area of the Sphere of Influence and shall be consistent with the specific Sphere and MSR determinations adopted by LAFCo. If not, the agency or proponent must first request LAFCO consider a sphere amendment to bring the territory consistent with the adopted Sphere and MSR determinations. Only if the amendment is approved can LAFCO proceed with the annexation proposal.
- c) Plan for Services Required. Every proposal must include a Plan for Services that addresses the items identified in Government Code Section 56653. This Plan for Services must be consistent with the adopted Service Review and Sphere of Influence of the agency.
- d) Contiguity. If required by statute, or if necessary to ensure efficient service provision, territory proposed to be annexed must normally be contiguous to the annexing city or district. Territory is not contiguous if its only connection is a strip of land more than 300 feet long and less than 200 feet wide, exclusive of public roads. (Government Code Section §56031)
- e) Piecemeal Annexation Discouraged LAFCO requires annexations to be consistent with the Sphere of Influence and any annexation plan, if adopted. Where feasible, LAFCO will modify, piece-meal

- annexation proposals to include additional territory in order to promote orderly annexation and logical boundaries.
- f) Annexations to Eliminate Islands. Proposals to annex islands and to otherwise correct illogical distortion of boundaries will normally be approved unless they would violate another provision of these standards.
  - g) Annexations that Create Islands. An annexation will not normally be approved if it will result in the creation of islands of incorporated or unincorporated territory or otherwise cause or further the distortion of existing boundaries, as determined by the Commission. The Commission may nevertheless approve the annexation where it finds that annexation as proposed is necessary for orderly growth and that reasonable effort has been made to include the island in the annexation but that inclusion is not feasible at this time.
  - h) Service Requirements. An annexation shall not be approved merely to facilitate the delivery of one or a few services to the detriment of either existing or future delivery of a larger number of services or services more basic to public health and welfare.
  - i) Adverse Impact of Annexation on other Agencies or Service Recipients. LAFCO will deny annexation proposals that would result in significant adverse effects upon other service recipients or other agencies unless the approval is conditioned to avoid such impacts.
  - j) Need for Services. An annexation will normally not be approved unless an agency can demonstrate there is a demand and need for services in the short-term and that the annexation will not be premature meeting the criteria in Section 2.15.
  - k) Action Options. LAFCO shall take one of the following three actions on an application for annexation:
    - i) Approve the proposal if it has found the change to result in the most efficient delivery of services for the affected population and to comply with other applicable standards.
    - ii) Modify or conditionally approve the proposal to ensure efficient service delivery and meet other policy objectives. These may include, but are not limited to:
      - (1) Waiver of detachment from an existing service provider or, in the alternative, appropriate mitigation.
      - (2) Entering into a Joint Powers Agreement with another service provider.

- (3) Requiring the inclusion of additional territory or exclusion of territory in order to achieve more logical boundaries.
- (4) Such other conditions as authorized by Government Code Section 56886.

iii) Deny the annexation. In the event of such a denial, LAFCO may, where appropriate, provide direction as to changes in the proposal that could cause the commission to consider approving a revised application.

**4.2. Determination of the Best Service Provider**

LAFCO will normally approve an annexation and (or) detachment only if the Commission determines that the annexing agency possesses the capability to provide better services for the affected population.

- a) Best Combination of Service and Cost. For purposes of this standard, the best service provider is the agency that provides the best combination of service cost and service level. In the case of providers with similar service costs, the provider with higher service levels shall normally be preferred. In the case of providers of similar service levels, the provider at the lowest cost shall normally be preferred. In comparing the providers of adequate but low-cost services, with high-quality, high-cost services, the Commission shall make the decision based on the facts of the specific situation, compliance with other LAFCO policies and the preferences of the affected population.
- b) In the case of a city annexation and detachment from a special district, LAFCO may consider the broader service issues in making the determination whether to approve the detachment and shift of services from the special district to the city. Even though looked at in isolation, the service provided by the special district may be the superior if evaluated under subsection a) above, LAFCO may consider the overall efficiency advantages of a single multi-purpose agency and determine that these advantages justify the detachment from the special district and shift of service to the city.
- c) “Affected Population” Defined. For purposes of this standard, “affected population,” means any of the following:
  - i) The population, which inhabits or will inhabit the area to be annexed.

- ii) The population already being served by the annexing agency.
  - iii) The population of existing or potential alternative service providers.
- d) Factors to Be Considered. In evaluating the capability of an annexing agency or of alternative agencies to provide the required service, LAFCO shall utilize information from the applicable municipal service reviews. In addition, LAFCO shall take into account all of the following factors:
- i) Physical accessibility of the territory to the agency's service provision resources -- for example, is the agency the provider of sewer service whose plant can most easily gravity-feed from the subject territory?
  - ii) The agency's possession of or ability to acquire resources necessary to provide the needed service -- for example, an agency may be judged unable to acquire water rights necessary to provide the water services needed by a territory proposed for annexation.
  - iii) The agency's historic service provision effectiveness and efficiency -- for example, an agency may be judged an inefficient service provider if it has a previously documented history of service interruptions, accidents, safety hazards, excessive complaints, non-compliance with CEQA, illegal activities or excess costs/charges.
  - iv) The appropriateness of the agency's organizational structure to meet service needs. For example, LAFCO may question whether a dependent district of a city is an appropriate provider of services outside the city boundaries, where the population will have no ability to vote for the board of directors of that district.
  - v) The legislative policy established in Cortese-Knox-Hertzberg to favor consolidation of services in a single multi-service provider over allowing the proliferation of single-purpose service agencies.
  - vi) The effect on alternative service providers and those who use their services.
  - vii) Or other information supplied by the agencies and (or) developed by LAFCO.
  - viii) The factors listed in Government Code Section 56668.
- e) LAFCO Responsibility for Determination. LAFCO shall determine the best overall service provider or combination of providers, not the affected agencies.



### 4.3. City Annexations

- a) Annexations of Streets. Annexations shall reflect logical allocation of streets and rights-of-way. Specifically:
- i) LAFCO may require inclusion of additional territory within an annexation in order to assure that the city reasonably assumes the burden of providing adequate roads to the property to be annexed. Where adjacent lands that are in the City will generate **significant** additional traffic, LAFCO will **normally** require the city to annex the streets that serve those lands.
  - ii) LAFCO may also require annexation of county roads where the annexation will leave isolated sections (difficult to maintain sections) of County roads.
  - iii) LAFCO will favorably consider annexations with boundary lines located so that all streets and rights-of-ways will be placed within the same jurisdiction as the properties which either abut thereon or use the streets and rights-of-way for access. Except in extraordinary circumstances, cities shall annex an entire roadway portion when 50% or more of the frontage will be within the city after completion of the annexation.
- b) Urban Boundaries. LAFCO will normally adjust annexation boundaries to include adjacent urbanized areas in order to minimize piece-meal annexations and to ensure the provision of urban services to the urbanized area. As used herein, “urbanized areas” are areas that are developed for industrial, commercial or residential use with a density of at least one residential unit per acre and which receive either public water or public sewer.
- c) Pre-zoning Required. The Cortese-Knox-Hertzberg Act requires the City to prezone territory to be annexed, and prohibits subsequent changes to the general plan and or pre-zoning designations for a period of two years after completion of the annexation, unless the city council makes a finding at a public hearing consistent with the provisions of GC 56375 (e). The City’s pre-zoning must take into account the likely intended development of the specific property.

In instances where LAFCO amends a proposal to include additional territory, the Commission’s approval of the annexation will be conditional upon completion of pre-zoning of the new territory.

- d) LAFCO will not normally approve an annexation to a city unless the city demonstrates to LAFCO there is a need for the city to annex additional land to accommodate reasonable growth consistent with the adopted Service Review and Sphere of Influence. Constraints identified in the most recently certified and adopted housing element as well as the City's General Plan shall be considered in LAFCo's review.

**4.4. Detachment with an Annexation to a City**

- a) General Requirements. LAFCO shall normally disfavor the detachment of territory from a service provider unless the following can be demonstrated:
  - i) The detachment is necessary to ensure delivery of services essential to the public health and safety; or
  - ii) The successor provider will be the best services provider to the area as determined pursuant to Section 4.2 above and the detachment will not significantly reduce the efficiency of service delivery to the remaining inhabitants of the current service provider's territory; or
  - iii) The agency is not providing service and is not likely to provide service in the foreseeable future.
- b) Service Plan Considerations. The service plans of special districts, which lie within a city's Sphere of Influence should provide for orderly detachment of territory from the district or merger of the district as district territory is annexed to the city. However, LAFCO may determine during the updating of the spheres of the two agencies, that the district should continue to provide service within certain areas even after annexation to the city.
- c) Bonded Indebtedness. Detachment from a city or special district shall not relieve the landowners within the detaching territory from existing obligations for bonded indebtedness or other indebtedness incurred previously by the city or district to provide service to the detaching property unless the following apply:
  - i) The relief from indebtedness is part of a revenue exchange agreement applying to the detachment.
  - ii) The agency is legally authorized to and agrees to assume the cost and spread it over the remaining property within the agency.

#### 4.5. Extension of Services by Contract

This section applies only to contracts to extend services beyond a local agency's jurisdictional boundaries as provided in Government Code Section 56133 of the Government Code.

##### a) General Standards.

###### i) Applicable Policies:

When considering requests to extend services by contract beyond an agency's jurisdiction boundaries, LAFCO will apply the same general substantive policies as for annexation requests.

ii) The application must be made in anticipation of annexation. As used in this section, the term "in anticipation of annexation" means that the area shall be annexed within as stated in iii below.

###### iii) Subsequent Annexation Application Required

For all contract service extensions, the requesting agency must either:

- 1) File a concurrent application with LAFCO for annexation of the property and pay all fees, or
- 2) Carry out at least one of the following:
  - (a) The agency provides a written binding commitment to LAFCO to annex the property within a specific period of time, not more than 5 years; or
  - (b) The Agency and property owner record a notice against title to the property specifying that in the event that the agency does not proceed with annexation, the property owner must make application to LAFCO for annexation of the territory within two years of LAFCO's approval of the request or.
  - (c) If (a) or (b) are not feasible, record a notice in title to the property signed by the property owner and binding all future owners consenting to annexation of the property and provide proof to LAFCO of such recording prior to connecting the property to service.

- b) Review of Contracts. The LAFCO Executive Officer will conduct periodic reviews of agencies and contracts established since January 1, 2001, for compliance with the requirements of this section.
- c) Unapproved Contracts Null & Void. If an agency enters into a contract without LAFCO approval, the contract shall be null and void. If the Executive Officer receives notice of a violation of these provisions, he or she shall place the item on the Commission's agenda for consideration of appropriate action.
- d) Urgency Approvals In a case that **involves** an imminent peril to public health and safety, applicants may submit an abbreviated application, along with the applicable deposit as specified in the LAFCO fee schedule, to be considered for temporary urgency approval by the Executive Officer. The Executive Officer shall present the matter to the Commission at the next available meeting for final consideration.
- e) Delegation of Executive Officer to Review and Approve Out of Area Service Agreements (OASA). The Commission hereby directs the Executive Officer to be empowered and authorized by these Policies to perform the administrative task of reviewing and approving Out-Of-Agency Service Agreements submitted to LAFCO by applicants consistent with these policies and Government Code §56133, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and the Commission documents the delegation of said authority to the Executive Officer by and through this resolution. This delegation does not apply to OASA's for new development projects, which will require Commission approval.
- e) Exemptions from LAFCO approval for certain contracts.
  - i) Pursuant to Government Code Section 56133 (e) no LAFCO approval is required for contracts or agreements solely involving two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider.
    - 1) For the purposes of this exemption, "the level of service contemplated by a public service provider" shall mean that the existing public service provider is presently authorized to provide the service and has the capability to provide the service to the area at the level proposed to be provided by the other public agency subject to the contract.

ii) Also Pursuant to Government Code Section 56133 (e) no LAFCO approval is required for “ contracts or the transfer of nonpotable or nontreated water”. However, this exemption does not apply where the transfer of nonpotable or nontreated water will support or induce development or growth to urban levels as defined in Section 2.2 above. For purposes of this exemption nonpotable or nontreated water shall not include wastewater.

## 5. INCORPORATIONS, FORMATIONS, PROVISION OF NEW SERVICES BY DISTRICTS, CONSOLIDATIONS, DISSOLUTIONS, & DISINCORPORATIONS

### 5.1. Incorporation Of Cities

- a) Consistency with LAFCO Policies. A proposal for incorporation of a new city must be consistent with the General Policies set forth in Section 2 of these Policies, Standards and Procedures, as well as the following specific policies for incorporations in Section 5.1.
- b) Need for Incorporation. LAFCO will normally only favor a proposal for incorporation if the Commission finds that there is a significant unmet need for urban services or need for improved urban services within the territory for which incorporation is proposed. In determining whether such a need for urban services exists, the Commission will base its determination on:
  - i) Current levels of service in the area to be incorporated.
  - ii) Whether the area proposed for incorporation is already substantially urbanized or applicable general plans, specific plans, or area plans and/or realistic population and growth projections demonstrate the need for urbanization of the affected area within the next five years.
  - iii) The Sphere of Influence Plans for the jurisdictions currently providing services to the area.
  - iv) The preferences of the community proposing to incorporate.
- c) Better Combination of Services. LAFCO shall approve a proposal for incorporation only if it finds that a new city on the whole will provide the best combination of urban services to the affected population.
- d) Public Benefit Considered. LAFCO will consider whether the proposed incorporation will benefit the affected population as a whole, or only a select group. Absent other considerations, LAFCO will not approve an incorporation proposal that amounts to a grant of governmental powers to a special interest group.
- e) Balancing Adverse Impacts. In making its decision on the incorporation, LAFCO shall weigh the benefits of the incorporation against its adverse impacts on:
  - i) Particular communities or groups in the incorporating area or affected unincorporated area.
  - ii) Other service providers within the area of the proposed incorporation, including the County.

- iii) Prime agricultural and open space lands and the prevention of urban sprawl.
- f) Plan for Services Required. A proposal for incorporation must include a Plan for Services that addresses the items identified in Government Code Section 56653.
- g) Prime Agricultural and Open Space Land that is not designated for urbanization within the next five years of the date of the receipt of the application shall not be included within the boundaries of a proposed city unless the Commission determines that inclusion is necessary for logical boundaries and orderly growth and the proposal is structured to ensure the long-term preservation of the open space or agricultural lands.
- h) Comprehensive Fiscal Analysis Required. Government Code Section 56800 requires the Executive Officer to prepare or cause to be prepared a comprehensive fiscal analysis (CFA) of the projected fiscal condition of the new city. Normally, LAFCO will contract with an independent consultant for this analysis, and the charge for this study will be included with the other project-related charges paid by the applicant. The CFA shall project income and expense for a period of seven years after incorporation. The Commission will approve the CFA after a public hearing.
- i) Substantial Revenue Neutrality and Fiscal Solvency Required. LAFCO will only approve a proposal for incorporation if the proposed city will be able to fund municipal services, and remain financially solvent, after making adjustments to attain substantial revenue neutrality. As used herein, the term “substantial revenue neutrality” shall mean an exchange of revenue and service delivery costs between the new city and the various affected agencies, as more specifically required by Government Code Section 56815. The determination of whether the proposed incorporation meets this standard will be the objective of the Comprehensive Fiscal Analysis described above. In determining revenue neutrality, LAFCO will consider the overall impact on all agency funds and will not necessarily require revenue neutrality in each separate fund.
- j) The Commission shall encourage the County and incorporation proponents to reach an agreement with respect to revenue neutrality and shall actively facilitate such negotiations. However, if the parties are unable to reach an agreement within a reasonable period of time, the Commission shall make such determination.
- k) Financial Review Request. In accordance with the provisions outlined in Government Code Section 56801, any interested person or agency may request a review of the CFA by the Office of the State Controller within 30 days of the Commission’s approval of the document. The requesting party will be responsible for the State Controller’s charges to conduct the review, and is required to deposit the estimated cost before the review will be initiated. If the



requesting party fails to deposit the estimated cost and execute a payment agreement for the balance within 7 days of being notified of the amount, the request will be deemed withdrawn.

- l) Competing Applications Relative to the Proposed Incorporation. Where LAFCO receives more than one application affecting an area proposed for incorporation, and such competing application(s) is received within 60 days of the initial application for incorporation, the Commission shall consider such competing application(s) prior to approval of the incorporation proposal. (Government Code Section 56657)
- m) Cost of Processing the Application. The incorporation proponents shall normally be responsible for the costs of preparation of all necessary reports and staff time associated with the proposal as with any other application to LAFCO.

## 5.2. District Formation

- a) Consistency with LAFCO Policies. The formation of a special district must be consistent with the General Policies set forth in Section 2 of these Policies and Procedures, as well as specific policies for formations in Section 5.2.
- b) Need for a New District Required. LAFCO will only approve special district formations in areas that demonstrate a need for the proposed services and where no existing agency can adequately or efficiently provide such services, in an accountable manner as required by Government Code Section 56886.5.
- c) Plan for Services Required. Every proposal for formation of a new special district must include a Plan for Services that addresses the items identified in Government Code Section 56653.
- d) LAFCO Will Establish Service Pattern. LAFCO's approval of a district formation will designate the nature, location, and extent of any functions or classes of services for the new district. This designation will be based upon the Plan for Services.
- e) Consistency Required. LAFCO will only approve district formation applications that accommodate development that is consistent with the General, Master and Specific Plans of the applicable land use authority.
- f) Conflicts Not Allowed. LAFCO will not approve a district formation proposal if the Plan for Services conflicts with the sphere of influence and/or municipal service review of another agency unless better service provision will occur as determined under Section 4.2 above. In such event, the sphere of the other agency shall be amended to remove the area from the agency sphere to avoid overlapping spheres.
- g) Public Benefit Considered. LAFCO will consider whether the proposed district formation will benefit the affected public as a

whole, or only a select group. Absent other considerations, LAFCO will not approve a formation proposal that amounts, to a grant of governmental powers to a special interest group. LAFCO will also consider the impacts on other service providers, including the County.

- h) Fiscal Solvency. LAFCO will prepare a fiscal analysis for the proposed district which projects services to be provided, costs to service recipients, and revenue and expenses for a period of at least 5 years. LAFCO will not approve an application for district formation unless the fiscal analysis demonstrates the district can provide the needed services and remain fiscally solvent. If the financing element of the Plan for Services requires voter or landowner approval (for instance, a special tax or benefit assessment), LAFCO's approval of the proposal will require voter approval of the funding mechanism as a condition for completion of the formation.

### **5.3. Provision of New Services by Districts**

- a) Policies Applicable to New Service Proposals. LAFCO will evaluate a proposal for a district to provide new services using the policies and standards applicable to the formation of a new district.
- b) Plan for Services Required. A proposal must include a Plan for Services that addresses the items identified in Government Code Section 56653. The Plan for service must include a fiscal feasibility analysis for the new service containing the elements set forth in 5.2 (h).
- c) New Services not subsidized. LAFCO will not approve a proposal for the provision of a new service where it is reasonably likely that existing ratepayers and/or taxpayers will have to subsidize the new service.

### **5.4. Consolidations and Merger of Districts into Cities**

- a) Policies Applicable to Consolidations and Mergers. As stated in General Policies 2.9, LAFCO generally supports consolidation of agencies to obtain economies from the provision of consolidated services. For the purposes of LAFCO's policies and standards, a consolidation of cities or districts will be treated as incorporation or a district formation. The merger of a district into a city will be treated as if it were an annexation of the district's territory combined with a detachment or dissolution.
- b) General Requirements. Based upon the submitted Plan for Services and any other data provided, LAFCO will determine whether the cities' or districts' organizations and operations can

feasibly be combined. LAFCO will give particular attention to the following:

- i) Service plans and safeguards to ensure uniform and consistent service quality throughout the newly consolidated or merged jurisdiction.
  - ii) Staffing levels, personnel costs, and employment contracts.
  - iii) Potential for cost efficiencies and economies of scale.
  - iv) Potential for improved governance and accountability.
  - v) Plans for restructuring agency debt.
  - vi) Provisions for combining capital reserves and improvement plans.
  - vii) Provisions for establishing zones of benefit, if necessary.
- c) Special Consolidation Procedures. (Government Code Section 56853). If two or more local agencies file an application to consolidate that meets the standards established in Government Code Section 56853, the Commission will either approve the proposal or require conditions that will ensure the proposal is consistent with LAFCO policy. The Commission will notify the agencies of change in the material proposed conditions in the application, in accordance with the provisions established in Government Code Section 56853.
- d) Procedure for Formation of Subsidiary Districts  
Proposals for the merger of a district into a city or establishment of the district as a subsidiary district of the city shall follow the special procedure set forth in Government Code Sections 56861-56863.

**5.5 LAFCO Initiated Changes of Organization (Government Code Section 56375 (a))**

- a) General. LAFCO may initiate proceedings for consolidation of districts, district formation and the dissolution, merger, or establishment of subsidiary districts; or reorganizations that include any of these changes of organization in accordance with all relevant provisions of the Cortese-Knox-Hertzberg Act. Such changes of organization shall hereinafter be referred to as LAFCO-initiated proposals for the purposes of this section.
- b) Initiation of a proposal must be consistent with the recommendation of a study prepared pursuant to Government Code Sections 56378 (studies of governmental agencies) or 56425 (Spheres of Influence) or 56430 (Municipal Service Reviews), which evaluates the factors listed in Section 5.4 above, and 5.4(d) below. The Commission will publicly consider a request

from any interested person or agency to conduct such a study, or may initiate such as study on its own.

- c) Procedure for Initiation of Proposals by the Commission.
  - i) The Commission may initiate a proposal for any combination of change of organization or reorganization consistent with the recommendation of a study conducted pursuant to this section.
  - ii) The Commission shall adopt a resolution of initiating the proposal at a public meeting. The resolution shall contain all the information normally included in a Resolution of Application. The Executive Officer shall provide each affected agency with notice of the meeting at least 21 days in advance.
  - iii) The Commission may decide to refer the matter to a reorganization committee constituted pursuant to Section Government Code Section 56826.
  - iv) A proposal initiated by the Commission will be processed in accordance with all normal and specific procedural requirements of the Cortese-Knox-Hertzberg Act and these Policies.
  
- d) Policy Considerations. The Commission's general and applicable specific policies and standards will be used to evaluate LAFCO-initiated proposals. Additionally, the Commission must make specific determinations pursuant to Government Code Section 56881 if it approves a LAFCO initiated proposal:
  - i) Public service costs of the proposal are likely to be less than or substantially similar to the costs of alternative means of providing the service.
  - ii) The change of organization or reorganization promotes public access and accountability for community service needs and financial resources.

## 5.6 Disincorporations and Districts Dissolutions

- a) Grounds for Disincorporation and District Dissolutions.
  - i) LAFCO will approve a proposal for disincorporation/dissolution only if it determines that the services offered or authorized are no longer necessary; or
  - ii) The services can better be provided by another agency or provider and that agency agrees to provide the services; or
  - iii) The agency is insolvent and unable to provide the services.

- iv) The agency meets the conditions for non-use of corporate powers set forth in Government Code Section 56871.
- b) Bonded Indebtedness. Where possible, LAFCO shall condition any dissolution to provide for the repayment of any bonded indebtedness or other obligations of the dissolved agency.
- c) Disposition of Remaining Funds. A disincorporated city must turn its treasury over to the County Treasurer within thirty (30) days of disincorporation. A dissolved district shall turn over its funds to its successor as determined under Government Code Section 57451.

## 5.7 Reorganizations

- a) Evaluation Process. LAFCO will independently evaluate each component organizational change, which makes up a reorganization proposal following the standards contained in these Policies, Standards and Procedures applicable to that component of the reorganization. LAFCO will then balance the overall benefits against the costs and adverse impacts, in deciding on the reorganization as a whole.
- b) Mitigation Requirements. The service quality, efficiency, and effectiveness available prior to reorganization shall constitute a benchmark for determining significant adverse effects upon an interested party. LAFCO will approve a proposal for reorganization, which results in significant adverse effects only if effective mitigating measures are included in the proposal.

## 6. GENERAL PROCEDURES

### 6.1. Applicant Responsible for Cost of Service

Applicants are expected to pay all costs associated with processing a proposal through LAFCO, including, without limitation, staff time at approved charge-out rates, consultant charges, county and state charges, and other expenses. LAFCO has adopted a deposit schedule depending on the nature of the proposal, requiring the payment of an initial deposit and subsequent deposits as necessary. LAFCO will periodically apply monies from the deposit to reimburse for costs incurred. The Executive Officer may require an additional deposit when the initial deposit runs low or where necessary to cover an anticipated additional expense. If the deposit is not timely made, processing of the proposal will be suspended until it is submitted. LAFCO will periodically provide the applicant with an expenditure report detailing the application of the deposit monies.

### 6.2. Notice and Public Participation

- a) Public Participation Encouraged. LAFCO encourages participation in its decision-making process. The Cortese-Knox-Hertzberg Act provides for a wide dissemination of notice. LAFCO shall not necessarily be limited to the minimums required by law and policy. The Commission will provide opportunity to the public to be heard at LAFCO meetings in accordance with the procedures set forth in the By-Laws.
- b) Unnecessary Public Hearings Eliminated. Where LAFCO is authorized by Cortese-Knox-Hertzberg to consider a proposal without public hearing, the proposal will be considered by the Commission without a public hearing, unless the Executive Officer or the Commission determines that the matter is of sufficient public interest or controversy to warrant a public hearing.

### 6.3. Application by Resolution Preferred

- a) While Cortese-Knox-Hertzberg permits initiation of applications to LAFCO either by resolution of an affected agency or by direct landowner/voter petition, LAFCO prefers that the resolution procedure be utilized wherever feasible. Use of the resolution of application procedure is preferable because: 1) it involves the affected public agency early in the process to assure that the agency's concerns are considered, and 2) better integrates CEQA processing by the affected public agency as lead agency. Each applicant shall be advised of this policy at the earliest possible time.

- b) Prior to accepting a petition initiated application, LAFCo will require the proponents to demonstrate that they have attempted to initiate proceedings by a resolution of application but that the agency has refused to adopt such a resolution

#### 6.4. Application Requirements

- a) LAFCO encourages a pre-application discussion between the proponent and LAFCO staff, which can save the prospective applicant substantial time once the process has begun. LAFCO staff will review procedures, information requirements, processing fees and provide application forms.
- b) Applications to the Commission must contain all the information and materials required by Government Code Sections 56652 and 56653 as well as the applicable fees or deposit toward fees as specified by the LAFCO Fee Schedule. Except when the Commission is the Lead Agency pursuant to the California Environmental Quality Act (as defined in Public Resources Code Section 21067), an application must also contain complete documentation of the Lead Agency's environmental determination. No application for a change of organization or reorganization will be deemed complete and scheduled for hearing unless the requirements of Section 99 regarding tax apportionment agreements of the Revenue and Taxation Code have been satisfied.
- c) The application shall also include an agreement to pay costs and indemnification. The agreement to pay costs and indemnification must be signed by the applicant for the application to be deemed complete.
- d) Where the application is by resolution of application from an agency, the application and related agreements must be signed by an authorized officer of the agency.

#### 6.5. Reconsideration of LAFCO Decisions

- a) Request and Fees. The request for reconsideration shall be made consistent with the provisions of Government Code Section 56895, and shall be accompanied by the appropriate reconsideration fee deposit as established in the LAFCO deposit schedule. The person or agency shall file the written request within 30 days of the adoption of the initial or superseding resolution by the Commission making determinations.
- b) Grounds for Reconsideration. LAFCO will normally only change its previous determination where one or more of the following circumstances are shown to exist:



- i) Compelling new evidence exists about the proposal, that was previously unavailable, that might alter the Commission decision.
- ii) Factors significant to the Commission decision were overlooked, or have changed, such as a change in an applicable federal, state, or local law that might alter the Commission's decision.
- iii) A significant, prejudicial error in procedure is found.
  
- iv) The Executive Officer shall **initially** review the reconsideration request **with respect to compliance** with i, ii, or iii above, **and shall advise the party seeking reconsideration about the need to satisfy one or more of the grounds for change in the decision.**

**6.6. Conducting Authority Proceedings (Government Code Section 57000)**

For proposals for which the Commission acts as Conducting Authority, the following applies:

- a) Waiver of Conducting Authority Proceedings. The Commission may waive final Conducting Authority proceedings and authorize the Executive Officer to file a Certificate of Completion upon approval of a change of organization or reorganization and satisfaction of all terms and conditions pursuant to Government Code Sections 56663 and 57200.
- b) Setting the Matter for Hearing. The Commission shall include in the terms and conditions of its approval for a proposal a stipulation of a period, not less than 21 nor more than 60 days, to be allowed for the collection and filing of written protests. Within 35 days of final LAFCO action, the Executive Officer shall set the matter for hearing according to the schedule stipulated by the Commission and cause a notice thereof to be published in compliance with Government Code Section 56150 et seq.
- c) Delegation of Authority to Conduct Protest Hearing. The Commission shall delegate to the Executive Officer the authority to conduct a protest hearing unless it specifies otherwise. Such delegation may include making the finding regarding the value of written protests and appropriate order as authorized by Government Code Section 57075 et. seq. Such delegation shall be stated in the terms and conditions for approval of the subject proposal.

**7. ADOPTION AND AMENDMENT**

**7.1. Amendments**

Amendments to Sutter LAFCO's Policies and Procedures shall be made in compliance with the LAFCO Commission's Bylaws or when significant changes in state legislation occurs or when a city or county adopts a new general plan.

**Letter 4**                    **John Benoit, Executive Officer (Sutter County Local Agency**  
**Response**                    **Formation Commission)**  
 June 17, 2019

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- 4-1      The comment states that previous Sutter LAFCo comments, dated February 2, 2016, on the NOP were not included in the Draft EIR. As shown in Chapter 2, Revisions to the Draft EIR, this letter has been included in Appendix B.
- 4-2      The comment states that there needs to be clarification on whether Sutter LAFCo is the Lead or Responsible Agency for the Sphere of Influence Amendment. As stated in the Draft EIR on page 2-40, the City acknowledges that Sutter LAFCo is a Responsible Agency for the Sphere of Influence Amendment. As stated in CEQA Guidelines Section 15050(a), “Where a project is to be carried out or approved by more than one public agency, one public agency shall be responsible for preparing an EIR or Negative Declaration for the project. This agency shall be called the Lead Agency.” The City of Yuba City has assumed the role of Lead Agency. As defined in the CEQA Statute Section 21069, “Responsible agency’ means a public agency, other than the lead agency, which has responsibility for carrying out or approving a project.”
- 4-3      The comment requests that the Draft EIR analyze the impacts on prime agricultural lands, as defined by Government Code Section 56064. An analysis of the loss of agricultural land is provided in pages 3.2-1 to 3.2-23 of the Draft EIR in Section 3.2, Agriculture and Forestry Resources. As described in Impact 3.2-1, the project would result in the loss of 581 acres of Important Farmland. The EIR concludes that the loss of this important agricultural land is significant for both the project itself and on a larger cumulative basis. The BSMP EIR determined that the loss of important agricultural land would be a significant and unavoidable adverse environmental impact.

Mitigation to compensate for the loss of import agricultural land under the BSMP is not economically feasible. According to the financing plan for the BSMP project, given the amount of infrastructure required by development proposed under the BSMP, and the fact that all of this infrastructure must be funded by the development internally without sharing it with other existing or future areas of the City, there are concerns about financial feasibility of the BSMP project. The total fee burden of development purposed under the BSMP is estimated to significantly exceed 20 percent of the current residential sale prices, which is higher than what is considered typical for a financially-feasible project. In addition, the fees associated with the BSMP are significantly higher than those in other similar areas in the region. As a result, the additional costs associated with mitigation for important agricultural land, such as agricultural easements, land bank, etc. would likely result in development under the BSMP becoming financially infeasible.

In addition, development of the BSMP area under the County’s current zoning designation would result in more consumption of land per capita. Portions of the BSMP

- are currently zoned Estate Residential, which allows for a density of between 0.3 and 2 dwelling units per acre (du/ac), and Low Density Residential, which allows for a density of between 2 and 8 du/ac. Proposed residential designations under the BSMP include Low Density Residential, which allows for a density of between 2 and 8 du/ac, Low-Medium Density Residential, which allows for a density of between 6 and 14 du/ac, and Medium/High Density Residential, which allows for a density of between 13 and 36 du/ac. As a result, the higher densities associated with the BSMP would result in less agricultural land consumption per capita as compared to the residential densities that would occur under the County's current zoning ordinance.
- 4-4 The comment states that Sutter LAFCo adopted updated Policies and Procedures on May 9, 2019, with respect to the contents of Spheres of Influence and changes of organization. The comment references a comment from the Draft EIR which indicated that, at the time of the Draft EIR's publication, Sutter LAFCo did not have policies relating to agricultural resources. The City has reviewed the updated Policies, Standards and Procedures (Letter 4, Appendix B). In regards to Section 2.14 of Sutter LAFCo's updated Policies, Standards and Procedures, the City acknowledges Sutter LAFCo's need to make findings regarding the conversion of agricultural land and will work with Sutter LAFCo to provide the information needed at the time of application. As shown in Chapter 2, Revisions to the Draft EIR, the statement regarding Sutter LAFCo's policies regarding agricultural land has been amended. As consistent with the requirements of CEQA, analysis of agricultural land is included in the Draft EIR, as described in response to comment 4-3.
- 4-5 The comment states that prior to a Sphere of Influence update application, the City and County must meet to discuss the application, development standards, and zoning requirements within the proposed City Sphere of Influence. The City and County have been meeting as part of this ongoing process and will continue to meet throughout the process to come to agreement, the results of which will be shared with Sutter LAFCo.
- 4-6 The comment expresses concern about cumulative service impacts related to subsequent development. An analysis of the project's impacts to public services under a cumulative scenario, is provided in Section 3.13, Public Services and Recreation. In addition, the comment is correct to assume that subsequent development will undergo environmental review on a project-by-project basis. This environmental review may later be used by Sutter LAFCo at its discretion in considering individual future annexations.
- 4-7 The comment states that the EIR needs to address the creation of an unincorporated island. See response to comment 3-4.
- 4-8 The comment requests that any additional information on the project be provided to the commenting agency. While the comment does not directly address an environmental issue the comment is acknowledged and will be forwarded to the City. As the City proceeds

through the Sphere of Influence Amendment and annexation process, additional information will be provided to Sutter LAFCo.

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**DEPARTMENT OF TRANSPORTATION**

DISTRICT 3  
703 B STREET  
MARYSVILLE, CA 95901  
PHONE (530) 741-4286  
FAX (530) 741-5346  
TTY 711  
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June 27, 2019

GTS# 03-SUT-2017-00019  
03-SUT-99 PM 27.639  
SCH# 2017012009

Darin Gale  
Development Services Director  
Yuba City  
1201 Civic Center Boulevard  
Yuba City, CA 95993

**Bogue Stewart Master Plan Environmental Impact Report (EIR)**

Dear Darin Gale:

Thank you for including the California Department of Transportation (Caltrans) in the EIR review process for the project referenced above. The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. The Local Development-Intergovernmental Review (LD-IGR) Program reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network. Caltrans provides the following comments for the EIR.

5-1

The Bogue Stewart Master Plan is located in Yuba City south of Bogue Road (Rd), and consists of 741 acres that contains low and medium residential uses along with community commercial, neighborhood commercial, office, business, park, and public uses. At buildout, the master plan will accommodate 2,565 dwelling units and 1,288,723 square feet of non-residential uses. The following comments are based on the EIR received.

***Traffic Operations***

The below comments are made by Caltrans Highway Operations to provide additional information and/or clarification on the proposed project:

5-2

- The proposed development could have significant traffic impacts at the existing location. Therefore, Caltrans is requesting to receive a copy of the synchro file(s) for review.



Mr. Darin Gale, Sutter County  
June 27, 2019  
Page 2

- The written report and tables submitted have many inconsistencies, please fix the inconsistencies. The following is only one example of said inconsistencies.
  - Example: Table 3.14-27 indicates an available southbound (SB) left storage length of 450 feet (ft) at SR 99/Bogue Rd; however, the text above Table 3.14-27 mentions a 500 ft storage length.
- More detail is need on the proposed expansion of Bogue Rd between SR 99 and south Walton.
  - How will Bogue Rd west of SR 99 be widened? Will it be widened in the north or south direction?
  - If in the south direction, per Google street view, there is a gas station in the southwest quadrant, how does it fit into the site plan?
- According to the volumes provided, an additional northbound and SB right turn lane on SR 99 is recommended at Bogue Rd.
- The intersection at SR 99/Stewart Rd meets the existing AM Peak Hour Warrant. It is our recommendation to install the signal during Phase 1 of the project.
- Page 3.14-28 mentions right-turn only driveways on Bogue Rd. It is recommended to align Romana Ave with the proposed driveway on Bogue Rd.
- Caltrans does not recommend a transit shelter along SR 99.

5-3

5-4

5-5

5-6

5-7

5-8

***Deferred Mitigation for Cumulative Impacts***

Sutter County, the Lead Agency and applicant are responsible for all project mitigation and monitoring to determine future needed improvements to the State Highway System.

The project's contribution to cumulative impacts to the State Highway System may be addressed by paying the project's proportional share for the cost of the improvements identified. As no transportation mitigation fee program with a nexus to this project is in place within Sutter County, the Lead Agency and Applicant may execute a Cooperative Agreement or a Transportation Mitigation Agreement with Caltrans. When mitigation is needed at Stewart Rd the Intersection Control Evaluation (ICE) process should be considered to mitigate the additional traffic from the proposed project. Here is a URL for the ICE process: <http://www.dot.ca.gov/trafficops/ice.html>. Through these mechanisms, it would be possible to defer the mitigation project for a future date in which the total cost of the improvements has been accumulated, or to defer payment until it must be encumbered to implement the mitigation measures.

5-9

Mr. Darin Gale, Sutter County  
June 27, 2019  
Page 3

***Encroachment Permit***

Any project along or within the State's Right-of-Way (ROW), including above and below, requires an encroachment permit that is issued by Caltrans. To apply, a completed encroachment permit application, environmental documentation, and five sets of plans clearly indicating State ROW must be submitted to:

Hikmat Bsaibess  
California Department of Transportation  
District 3, Office of Permits  
703 B Street  
Marysville, CA 95901

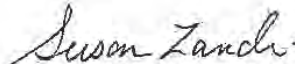
5-10

Please provide our office with copies of any further actions regarding this project. We would appreciate the opportunity to review and comment on any changes related to this development.

If you have any questions regarding these comments or require additional information, please contact Dianira Soto, Intergovernmental Review Coordinator for Sutter County, by phone (530) 740-4905 or via email at dianira.soto@dot.ca.gov.

5-11

Sincerely,

  
Susan Zanchi, Branch Chief  
Office of Transportation Planning  
Regional Planning Branch—North

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**Letter 5**                    **Susan Zanchi, Branch Chief Office of Transportation Planning**  
**Response**                **Branch - North (Caltrans)**  
 June 27, 2019

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- 5-1     The comment includes an opening statement and does not address the adequacy of the environmental analysis presented in the Draft EIR. No response is necessary.
- 5-2     The comment requests a copy of the synchro files. The City will provide a copy of the synchro files to Caltrans.
- 5-3     The comment states that there are several inconsistencies within the Draft EIR and provides an example, using information shown in Mitigation Measure 3.14-4(a). The comment references the difference between a 500-foot queue storage length discussed under the paragraph on page 3.14-87 of the Draft EIR which states “Significance After Mitigation: Table 3.14-27 displays the predicted effectiveness of this mitigation measure under existing plus BSMP conditions. As shown, the maximum queue in the southbound left-turn lane would be 300 feet, which is less than the 500 feet per lane that would be provided with this mitigation.”

Table 3.14-27 contains a 450-foot queue storage amount that differs from the 500 feet referenced in the above text. As described on page 3.14-86, Impact 3.14-4 states that the project would result in significant queuing-related impacts at State Route 99 and Bogue Road and provides an available storage length of 450 feet. Mitigation Measure 3.14-4(a) would include adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane (increasing the existing 450-foot storage length to 500 feet). As described in the Draft EIR, Table 3.14-27 “displays the effectiveness of this mitigation measure” by showing the existing storage on the left portion of the table and the maximum queue length under existing plus BSMP conditions with mitigation measures on the right side of the table. There is no inconsistency in this instance.

While the comment states that there are “many inconsistencies”, the comment does not provide sufficient evidence of other errors and inconsistencies. No further response is possible.

- 5-4     This comment requests additional information regarding the proposed expansion of Bogue Road. As stated in the Draft EIR (page 3.14-28), the BSMP identifies Bogue Road right-of-way and improvements. There are no plans to move the gas station at the intersection of State Route 99 and Bogue Road. Page 3.14-28 states that “the widening of Bogue Road would require movements at the two driveways into gas station/convenience center on Bogue Road to continue to be restricted to right-turns only.” During project review, the City will work with the developer to determine how the roadway expansion will be accomplished.

- 5-5 The comment states that an additional northbound and southbound right turn lane is recommended on State Route 99 at Bogue Road. The State Route 99/Bogue Road intersection currently consists of a 250-foot southbound right-turn lane and a 300-foot northbound right-turn lane.

The recommended lane configurations from Draft EIR Mitigation Measure 3.14-3(a)(i) would result in a cumulative plus BSMP LOS D at this intersection, which is considered an acceptable LOS. The recommended lane configurations do not include dual northbound and southbound right-turn lanes for two reasons. First, they are not necessary to achieve the LOS goal. Second, these lanes would carry less than 300 vehicles per hour under cumulative plus project buildout conditions (per Figure 3.14-14). According to Page 400-26 of the Highway Design Manual (Caltrans, 2018), 300 vehicles per hour is a threshold at which dual left-turn lanes should be considered. While an equivalent vehicular threshold is not provided for right-turns, it stands to reason that this standard would be at least 300 vehicles per hour since right-turns may be made on red (whereas lefts cannot). Additionally, pages 789-791 of the Highway Design Manual display the maximum queue lengths for these turn lanes. As shown, the southbound right-turn lane would have a maximum queue of 200 feet, which is less than the 250 feet that is provided. The northbound left-turn lane would have a maximum queue of 325 feet, which exceeds the available storage by 25 feet.

Therefore, it would seem reasonable that the City, Caltrans, and applicant, when coordinating on the specific improvements to be constructed at this intersection should consider lengthening the northbound and southbound right-turn lanes such that they provide both adequate storage and deceleration. Consideration may also be given to adding a right-turn overlap phase. Dual northbound and southbound right-turns do not appear warranted to accommodate the projected volume of traffic and LOS goal for this intersection. The developer and City will coordinate with Caltrans on final project design to ensure that Caltrans concerns are addressed regarding the State Route.

- 5-6 The comment recommends that a signal be installed at the intersection of State Route 99 and Stewart Road during Phase 1. As discussed under Impact 3.14-3, Phase I and II would not cause any Caltrans intersections to worsen from acceptable to unacceptable, or exacerbate to a significant degree currently unacceptable operations. Therefore, the installation of a signal at the intersection of State Route 99 and Stewart Road during Phase 1 is not required. The City agrees that the intersection needs to be improved and will be working with the applicant and Caltrans to determine exact timing of intersection improvements during the final phase. This will be a requirement placed on the tentative subdivision maps.
- 5-7 The comment recommends that Ramona Avenue be aligned with the proposed driveway on Bogue Road. The City will require the developer to meet City and Caltrans requirements; however, until there is a proposed development project for the area

specified, this specific detail cannot be determined. This comment is noted and will be considered during future project review.

- 5-8 The comment states that Caltrans does not recommend a transit shelter along State Route 99. Comment noted. As described in Impact 3.14-6, transit stops have been identified on key roadways throughout the BSMP area and do not include any stops on State Route 99. The City will not require a bus shelter be located on State Route 99. No further response is necessary.
- 5-9 The comment states that a clear mechanism needs to be in place to provide for mitigation for transportation-related impacts. As stated under Mitigation Measure 3.14-9(a), the project is required to contribute fair share costs for making transportation-related improvements under cumulative conditions. The City will establish a BSMP impact fee prior to approval of any development projects which would pay for needed road improvements. The City acknowledges the receipt of the Intersection Control Evaluation process and will continue to comply, and require future developers to comply, with Caltrans requirements.
- 5-10 The comment states that any project along or within Caltrans right-of-way requires an encroachment permit and accompanying documentation. The City is aware of this requirement and process and will continue to comply, and require future developers to comply, with Caltrans requirements.
- 5-11 The comment is a closing statement and provides contact information for the agency. This comment does not address the adequacy of the environmental analysis presented in the Draft EIR. No further response is necessary.

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# CHAPTER 4

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## Mitigation Monitoring and Reporting Program

### 4.1 Introduction

Public Resources Code section 21081.6 and section 15097 of the California Environmental Quality Act (CEQA) Guidelines require public agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a mitigated negative declaration or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Bogue Stewart Master Plan (BSMP). The intent of the MMRP is to track and successfully implement the mitigation measures identified within the Draft Environmental Impact Report (Draft EIR) for the proposed project.

### 4.2 Mitigation Measures

The mitigation measures are taken from the BSMP Draft EIR and are assigned the same number as in the Draft EIR. The MMRP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

### 4.3 MMRP Components

The components of the attached tables, which contain applicable mitigation measures, are addressed briefly, below.

**Impact:** This column summarizes the impact stated in the Draft EIR.

**Mitigation Measure:** All mitigation measures identified in the Bogue Stewart Master Plan Draft EIR will be presented, as revised in the Final EIR, and numbered accordingly.

**Action(s):** For every mitigation measure, one or more actions are described. The actions delineate the means by which the mitigation measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure.

**Implementing Party:** This item identifies the entity that will undertake the required action.

**Timing:** Implementation of the action must occur prior to or during some part of project approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

**Monitoring Party:** The City of Yuba City is primarily responsible for ensuring that mitigation measures are successfully implemented. Within the City, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project. Other agencies, such as the Feather River Air Quality Management District, may also be responsible for monitoring the implementation of mitigation measures. As a result, more than one monitoring party may be identified.

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.3 Air Quality</b>												
<b>3.3-1(a) Fugitive Dust Control Plan (BSMP/NR/KER)</b>												
During the construction of the BSMP, individual project applicants shall submit to FRAQMD a Fugitive Dust Control Plan with the following mitigation measures to be implemented:												
a) All grading operations on a project shall be suspended when sustained winds exceed 20 miles per hour (mph) or when winds carry dust beyond the property line despite implementation of all feasible dust control measures;												
b) Construction sites shall be watered as directed by the FRAQMD and as necessary to prevent fugitive dust violations.												
c) An operational water truck shall be on-site at all times. Water shall be applied to control dust as needed to prevent visible emissions violations and off-site dust impacts.												
d) On-site dirt piles or other stockpiled particulate matter shall be covered, wind breaks installed, and water and/or soil stabilizers employed to reduce wind-blow dust emissions. The use of approved nontoxic soil stabilizers shall be incorporated according to manufacturers' specifications to all inactive construction areas.												
e) All transfer processes involving a free fall of soil or other particulate matter shall be operated in such a manner as to minimize the free fall distance and fugitive dust emissions.												
f) Approved chemical soil stabilizers shall be applied according to the manufacturers' specifications to all inactive construction areas (previously graded areas that remain inactive for 96 hours), including unpaved roads and employee/equipment parking areas.												
g) To prevent track-out, wheel washers shall be installed where project vehicles and/or equipment exit onto paved streets from unpaved roads. Vehicles and/or equipment shall be washed before each trip. Alternatively, a gravel bed may be installed as appropriate at vehicle/equipment site exit points to effectively remove soil buildup on tires and tracks and prevent/diminish track-out.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X				As needed during construction.			
h) Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom permitted) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.												
i) Temporary traffic control shall be provided as needed during all phases of construction to improve traffic flow, as deemed appropriate by the appropriate department of public works and/or California Department of Transportation (Caltrans), and to reduce vehicle dust emissions. An effective measure is to enforce vehicle traffic speeds at or below 15 mph.												
j) Traffic speeds on all unpaved surfaces shall be reduced to 15 mph or less, and unnecessary vehicle traffic shall be reduced by restricting access. Appropriate training to truck and equipment drivers, on-site enforcement, and signage shall be provided.												
k) Ground cover shall be reestablished on the construction site as soon as possible and before final occupancy through seeding and watering.												
l) Open burning shall be prohibited at the project site. No open burning of vegetative waste (natural plant growth wastes) or other legal or illegal burn materials (e.g., trash, demolition debris) may be conducted at the project site. Vegetative wastes shall be chipped or delivered to waste-to-energy facilities (permitted biomass facilities), mulched, composted, or used for firewood. It is unlawful to haul waste materials off-site for disposal by open burning.												

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.3-1(b) Control Exhaust Emissions (BSMP/NR/KER)</b> Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0, Visible Emissions Limitations (40 percent opacity or Ringelmann 2.0). Operators of vehicles and equipment found to exceed opacity limits shall take action to repair the equipment within 72 hours or remove the equipment from service. Failure to comply may result in a notice of violation from FRAQMD.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X		As needed during construction.					
<b>3.3-1(c) Limit Equipment Idling (BSMP/NR/KER)</b> Construction contracts within the BSMP shall limit idling time to 5 minutes in accordance with ARB airborne air toxic control measure 13 (CCR Chapter 10 Section 2485) unless more time is required per engine manufacturers' specifications or for safety reasons.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X		As needed during construction.					
<b>3.3-1(d) Equipment Registration (BSMP/NR/KER)</b> Portable engines and portable engine-driven equipment units used on the project site, with the exception of on-road and off-road motor vehicles, may require ARB Portable Equipment Registration with the state or a local district permit. The owner/operator of the equipment shall be responsible for arranging appropriate consultations with ARB or the FRAQMD to determine registration and permitting requirements before the equipment is operated at the site.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD.				X		As needed during construction.					
<b>3.3-1(e) Equipment Emissions Plan (BSMP/NR/KER)</b> During the construction of the BSMP, individual project applicants shall assemble a comprehensive inventory list (i.e., make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower and greater) that will be used an aggregate of 40 or more hours for a construction project. Applicants shall provide a plan for approval by FRAQMD demonstrating that the heavy-duty (equal to or greater than 50 horsepower) off-road equipment to be used for construction, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent ARB fleet average at the time of construction.  These equipment emission reductions can be demonstrated using the most recent version of the Construction Mitigation Calculator developed by the SMAQMD. Acceptable options for reducing emissions may include use of late-model engines, low emission diesel products, alternative fuels, engine retrofit technology (Carl Moyer Guidelines), after-treatment products, voluntary off-site mitigation projects, the provision of funds for air district off-site mitigation projects, and/or other options as they become available. In addition, implementation of these measures would also result in a 5 percent reduction in ROG emissions from heavy-duty diesel equipment. FRAQMD shall be contacted to discuss alternative measures.	Contractor to implement measures.  City of Yuba City to confirm compliance with FRAQMD				X		As needed during construction.					
<b>3.3-2 Implement Operational Mitigation Measures (BSMP/NR/KER)</b> The project applicant(s) for tentative subdivision maps and development projects proposed under the BSMP shall implement the mitigation measures, as applicable to the proposed subdivision map or development project. At the time entitlements are sought, the City will evaluate measures below, determine which measures are applicable, and include those measures as conditions of approval or some other enforceable mechanism. All feasible measures listed below shall be incorporated into subdivision maps and development projects within the BSMP.	Individual project applicants.  City of Yuba City to confirm compliance with FRAQMD				X		As needed during construction.					

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance			Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.3-2 (cont.)</b>												
a) Subdivision maps and development projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park shall be developed in coordination with local transit providers to ensure proper placement and design of transit stops and accommodate public transit for both employees and patrons.												
b) Subdivision maps and improvement plans shall be designed to provide convenient and safe bicycle, pedestrian, and transit access between neighborhoods and areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park, as well as parks, trails, and other destinations.												
c) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall distribute proposed parking and not concentrate parking exclusively between the front building façade and the primary abutting street where feasible.												
d) Cul-de-sacs are allowed only where they would not create a barrier for pedestrian and bicycle access or circulation between homes and destinations.												
e) Employment generating projects that anticipate more than 50 full-time equivalent employees shall participate in the Yuba-Sutter Transportation Management Association.												
f) Subdivision maps and improvement plans shall be designed to accommodate safe and frequent pedestrian crosswalks, with more frequent crossings in areas expected to have higher pedestrian traffic, such as schools, parks, trail connections, higher-density residential areas, and areas with retail, services, office uses, and other non-residential uses.	Individual project applicants.  City of Yuba City to confirm compliance with FRAQMD				X				As needed during construction.			
g) Subdivision maps and improvement plans shall be designed to discourage concentration of traffic at a few intersections. Multiple points of access shall be provided whenever feasible. Roads shall be arranged in an interconnected block pattern. The maximum average block length in subdivisions is 600 feet unless unusual existing physical conditions warrant an exception to this standard, but shorter block lengths should be used around areas designated Community Commercial and Neighborhood Commercial.												
h) Subdivision maps and improvement plans shall be designed to connect with adjacent roadways and stubbed roads and shall provide frequent stubbed roadways in coordination with future planned development areas.												
i) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to minimize the amount of on-site land required to meet parking, internal circulation, and delivery/loading needs.												
j) Subdivision maps and development projects within Community Commercial and Neighborhood Commercial areas shall be designed to break up any proposed surface parking with landscaping and provide pedestrian routes from parking areas to building entrances.												
k) The City will reduce the amount of off-street parking required or eliminate off-street parking requirements for projects that propose housing units restricted to lower-, very low-, or extremely low-income households.												

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance			Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.3-2 (cont.)</b>												
l) Residential subdivision maps shall orient the majority of buildings so that the longer axis of the building, also known as the ridge line, is oriented east-to-west, in order to maximize the potential for passive solar heating in the winter and to minimize heat gain from the afternoon summer sun.												
m) Subdivision maps and development projects proposing off-street surface parking lots shall incorporate shade trees or shade structures to provide a minimum of 50 percent shading (at maturity, where trees are used).												
n) Subdivision maps and development projects shall use climate-appropriate landscaping in parks and open space, landscaping within new rights of way, yards, and other appropriate spaces.	Individual project applicants											
o) Provide secure, covered bicycle parking for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may consist of a separate secure, covered bicycle parking area at each employment location or larger shared bicycle parking area/s located and designed to serve multiple locations.	City of Yuba City to confirm compliance with FRAQMD				X			As needed during construction.				
p) Shower and locker facilities shall be provided for employees of projects located in areas designated Community Commercial, Neighborhood Commercial, Office Park, and Business Park. This may be achieved by incorporating a shower and locker facility into the design of each proposed use, or facilities located and designed to serve multiple locations.												
q) Residential development that proposes fireplaces shall use the lowest emitting commercially available fireplace.												
r) Provide electric vehicle charging facilities and priority parking at non-residential uses for electric and carpool/vanpool vehicles.												
<b>3.3-3 Consistency with the Triennial Air Quality Attainment Program (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(a) through Mitigation Measure 3.3-1(e) and Mitigation Measure 3.3-2	Individual project applicants				X			As needed during construction.				
<b>3.3-5 Equipment Emissions Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(e)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(a) Fugitive Dust Control Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(a)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(b) Control Exhaust Emissions (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(b)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(c) Limit Equipment Idling (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(c)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(d) Equipment Registration (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(d)	Individual project applicants				X			As needed during construction.				
<b>3.3-7(e) Equipment Emissions Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(e)	Individual project applicants				X			As needed during construction.				
<b>3.3-8 FRAQMD Best Available Mitigation Measures (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-2.	Individual project applicants				X			As needed during construction.				
<b>3.3-10 Equipment Emissions Plan (BSMP/NR/KER)</b> Implement Mitigation Measure 3.3-1(e).	Individual project applicants				X			As needed during construction.				

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4 Biological Resources</b>												
<b>3.4-1 Protection of Jurisdictional Waters and Wetlands (BSMP/NR/KER)</b>												
a) Prior to grading activities, the City shall require the project applicant [for an individual project pursuant to the BSMP] to prepare a formal aquatic resources delineation in accordance with the USACE Minimum Standards for Acceptance of Aquatic Resources Delineation Reports for all areas of the individual development project site to determine if any wetlands or other waters of the U.S. potentially subject to Sections 401 and 404 of the CWA exist on that site. If no potential wetlands or other waters of the U.S. are identified, a report shall be submitted to the City for its records and no additional measures are required. If the formal aquatic resources delineation identifies potentially jurisdictional features on an individual project site, then measure 3.4-1(b) shall be implemented (below). If potential canals, streams, or lakes are identified that may be impacted by project activities, mitigation 3.4-1(c) shall also be implemented.	Individual project applicants.  City of Yuba City and USACE to confirm compliance.			X					As needed during construction.			
b) If the formal aquatic resources delineation identifies potentially jurisdictional features on an individual development project site, then the report shall be submitted to the USACE for verification and issuance of a jurisdictional determination. If any wetlands or waters are determined to be under the jurisdiction of the USACE or the RWQCB and may be impacted by project development, then the individual project applicant shall obtain Section 404/401 permits based on the jurisdictional determination with the appropriate regulatory agency for the potentially impacted features. During the permitting process, mitigation measures shall be developed as necessary to reduce impacts on wetlands through avoidance, minimization and/or compensatory mitigation. Permanent losses to potentially jurisdictional wetlands and other waters of the U.S. shall be compensated at a minimum 1:1 ratio (or otherwise agreed upon ratio with the USACE and RWQCB) to achieve a no net loss of wetlands.	Individual project applicants.  City of Yuba City and USACE or RWQCB to confirm compliance.			X					As needed prior to construction.			
c) If the individual development project would result in impacts to the bed and banks of Gilsizer Slough, or other jurisdictional water courses with a defined bed and bank as identified in an aquatic resources delineation or jurisdictional determination, the City shall notify, or require the project applicant to notify, the CDFW. The CDFW will determine whether a Section 1600 Lake and Streambed Alteration Agreement (LSAA) is required. If required, the individual project applicant shall apply for and adhere to the conditions of the LSAA. This action shall be completed prior to issuance of a grading permit or initiation of other project activities that may impact the canal or other jurisdictional water courses.	Biologist to conduct monitoring.  Contractor to implement measures  City of Yuba City and CDFW to confirm compliance.			X					As needed prior to construction.			
<b>3.4-2 Protection of Valley Elderberry Longhorn Beetle (BSMP/NR/KER)</b>												
a) The individual project applicant shall engage a qualified biologist to conduct a survey of the construction footprint and 165-foot buffer around the proposed construction footprint to determine whether any elderberry shrubs with stems at least one inch dgl are present. If no such elderberry shrubs are present within 165 feet of construction activities, a report shall be submitted to the City for its records and no additional measures are required.	Contractor to implement measures.  Biologist to conduct monitoring.  City of Yuba City to confirm compliance.				X		X		Consultation to occur prior to construction if needed.  Prior to work within 165 feet of elderberry shrubs.			



**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4-2 (cont.)</b>												
b) If elderberry shrubs with stems at least one inch dgl are present within 165 feet of construction activities, the following avoidance measures shall be implemented, at minimum, in accordance with the VELB Impact Assessment.												
1. Fencing shall be installed as close to the construction limits as feasible for shrubs occurring within 165 feet.	Individual project applicants.											
2. In areas where work would occur within near proximity to elderberry shrub, exclusion fencing shall be established a minimum of a 20-foot radius around the shrubs.	Biologist to conduct monitoring.				X				Weekly during work within 165 feet of elderberry shrubs.			
3. An individual project applicant shall engage a qualified biologist to provide worker awareness training for all contractors, work crews, and any onsite personnel, on the status of the VELB, its host plant and habitat, the need to avoid damaging the shrubs, and the possible penalties for non-compliance.	City of Yuba City to confirm compliance.											
4. Mechanical weed removal within the drip-line of the shrub shall be limited to the season when adults are not active (August - February) and shall avoid damaging the elderberry.												
c) If elderberry shrubs cannot be avoided or if indirect effects will result in the death of stems or entire shrubs, the elderberry shrubs with stems greater than one inch dgl shall be transplanted.	Individual project applicants.											
1. The individual project applicant shall engage a qualified biologist to monitor the transplanting activities.	Biologist to conduct monitoring.				X				As needed during construction.			
2. Elderberry shrubs shall be transplanted when the shrubs are dormant (November through February 14) and after they have lost their leaves.	City of Yuba City to confirm compliance.											
d) For shrubs that cannot be avoided, the individual project applicant shall purchase compensatory mitigation for impacts to elderberry shrubs. The appropriate type and amount of compensatory mitigation shall be determined through coordination with the USFWS. Appropriate compensatory mitigation may include purchasing credits at a USFWS-approved conservation bank at a minimum 1:1 ratio, providing onsite mitigation, and/or establishing and/or protecting habitat for the valley elderberry longhorn beetle.	Individual project applicants.								Consultation to occur prior to construction if needed.			
	Biologist to conduct monitoring.			X	X				Avoidance to occur throughout construction.			
	City of Yuba City and USFWS to confirm compliance.											
<b>3.4-3 Protection of Migratory Birds and Raptors (BSMP/NR/KER)</b>												
a) Building demolition and vegetation clearing operations, including initial grading and tree removal, shall occur outside of the nesting season (September 1 through January 31) to the extent feasible. If vegetation removal or building demolition begins during the nesting season (February 1 to August 31), the individual project applicant shall engage a qualified biologist to conduct a pre-construction survey for active nests within a 500-foot buffer around the individual project footprint. The pre-construction survey shall be conducted within 14 days prior to commencement of ground disturbing activities. If the pre-construction survey shows that there is no evidence of active nests, then a report shall be submitted to the City for its records and no additional measures are required. If construction does not commence within 14 days of a pre-construction survey, or halts for more than 14 days, an additional pre-construction survey is required for each period of delay.	Individual project applicants.											
	Biologist to conduct survey.				X				Within 14 days prior to commencement of ground disturbing activities, and after a lapse in construction of 14 days or more.			
	City of Yuba City to confirm compliance.											

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4-3 (cont.)</b>												
b) If any active nests are located within the construction footprint – including, but not limited to individual project site, staging areas, spoils sites, construction access – an appropriate buffer zone shall be established around the nests, as determined by the qualified biologist based on applicable regulatory requirements in force at the time of construction activity. The biologist shall mark the buffer zone with construction tape or pin flags and maintain the buffer zone until the end of breeding season or until the young have successfully fledged or the nest is determined to no longer be active. Buffer zones are typically 50-100 feet for migratory bird nests and 250-500 feet for raptor nests (excluding Swainson’s hawk). If active nests are found within the vicinity of the construction areas, the qualified biologist shall monitor nests weekly during construction to evaluate potential nesting disturbance by construction activities. If establishing the typical buffer zone is impractical, the qualified biologist shall adjust the buffer depending on the species and daily monitoring would be required to ensure that the nest is not disturbed and no forced fledging occurs. This daily monitoring shall occur until the qualified biologist determines that the nest is no longer occupied.	Individual project applicants.  Biologist to determine buffer distance.  Contractor to avoid buffer zone.  City of Yuba City to confirm compliance.				X				As needed during construction.			
<b>Additional Measures for Burrowing Owl</b>												
c) Prior to any individual project construction, the project applicant shall engage a qualified biologist to conduct a habitat assessment to determine if potential nesting habitat is present with an individual project area. If potential nesting habitat is present, nesting and wintering season surveys for burrowing owl shall be conducted to determine if potential habitat within 500 feet of ground disturbance is used by this species. As described in Table 3.4.2, suitable burrowing owl habitat includes the annual grassland and agricultural land. The timing and methodology for the surveys shall be conducted in accordance with the current CDFW Staff Report on Burrowing Owl Mitigation (Appendix D-3). A minimum of three survey visits should be conducted at least three weeks apart during the peak breeding season between April 15 and July 15. One of these surveys could be conducted at the same time as the nesting bird survey (Mitigation Measure 3.4-3a) should work be anticipated to commence within 14 days and between April 15 and July 15. A winter survey shall be conducted between December 1 and January 31, during the period when wintering owls are most likely to be present.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City and CDFW to confirm compliance.				X				First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.			
d) If an active burrowing owl nest site/active burrow is discovered in the vicinity of an individual project construction footprint – including, but not limited to individual project site, staging areas, spoils sites, construction access – the project applicant shall notify the City and CDFW. A qualified biologist shall monitor the owls and establish a fenced exclusion zone around each occupied burrow. No construction activities shall be allowed within the exclusion buffer zone until such time that the burrows are determined by a qualified biologist to be unoccupied. The buffer zones shall be a minimum of 150 feet from an occupied burrow during the non-breeding season (September 1 through January 31) and a minimum of 250 feet from an occupied burrow during the breeding season (February 1 through August 31).	Individual project applicants.  Biologist to establish exclusion zone and conduct monitoring.  Contractor to avoid exclusion zone.  City of Yuba City to confirm compliance.				X				Buffers to be established as needed during construction.  Monitoring to occur daily during work within buffer zones.			

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4-3 (cont.)</b>												
e) If avoidance is not feasible, the CDFW shall be consulted to develop and the implement avoidance or passive relocation methods. All activities that will result in a disturbance to burrows shall be approved by the CDFW prior to implementation.	Individual project applicants.  City of Yuba City to coordinate consultation with the CDFW.				X							Prior to disturbance to burrowing owls (as applicable).
<b>Additional Measures for Swainson's Hawk</b>												
f) If construction activities are anticipated to commence during the Swainson's hawk nesting season (March 1 to September 15), the individual project applicant shall engage a qualified biologist to conduct a minimum of two pre-construction surveys during the recommended survey periods in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Appendix D-4). All potential nest trees within 0.25 mile of the proposed project footprint shall be visually examined for potential Swainson's hawk nests, as accessible. If no active Swainson's hawk nests are identified on or within 0.25 mile of the proposed project, a report documenting the survey methodology and findings should be submitted to the City for its files and no additional mitigation measures are required.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City to confirm compliance.				X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
g) If active Swainson's hawk nests are found within 0.25 mile of construction activities, a survey report shall be submitted to the CDFW and the CNDDDB, and an avoidance and minimization plan shall be provided to and approved by the CDFW prior to the start of construction of the given development proposal. The avoidance plan shall identify measures to avoid or minimize impacts to the active Swainson's hawk nest. These measures may include, but are not limited to:	Individual project applicants.											
1. Conducting a Worker Awareness Training Program prior to the start of construction;	Biologist to conduct training.				X							Training to be conducted prior to the start of construction (as applicable).
2. Establishing a buffer zone and work schedule to avoid impacting the nest during critical periods. If practicably feasible, no work will occur within 200 yards of the nest while it is in active use. If work will occur within 200 yards of the nest, then construction shall be monitored by a qualified biologist to ensure that no work occurs within 50 yards of the nest during incubation or within ten days after hatching;	City of Yuba City and CDFW to confirm compliance.											
3. Having a qualified biological monitor conduct regular monitoring of the nest during construction activities; and												
4. Allowing the qualified biologist to halt construction activities until CDFW determines that the construction activities are disturbing the nest.												
<b>3.4-4 Protection of Bat Species (BSMP/NR/KER)</b>												
a) The individual project applicant shall engage a qualified biologist to conduct a pre-construction survey for special-status bat species within 14 days prior to the start of tree or building removal within the BSMP project site. If no special-status bats are observed roosting, a report shall be submitted to the City for its records and no additional measures are required. If construction does not commence or if any trees or buildings anticipated for removal are not removed within 14 days of the pre-construction survey or halts for more than 14 days, a new survey and reporting shall be conducted.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City to confirm compliance.				X							First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.4-4 (cont.)</b>												
b) If bats including pallid bats are found, the qualified biologist shall consult with the CDFW to determine and implement avoidance measures. Avoidance measures may include, but are not limited to, establishing a buffer around the roost tree or building until it is no longer occupied or installing exclusion material around the tree/opening of the building after dusk, once the qualified biologist has determined that the bat has left the roost to forage. The tree or building shall not be removed until a biologist has determined that the tree or building is no longer occupied by the bats.	City of Yuba City to coordinate consultation with the CDFW.				X							Prior to disturbance to bats, including pallid bats (as applicable).
<b>3.4-5 Protection of Heritage and Street Trees (BSMP/NR/KER)</b>												
a) The individual project applicant shall engage a certified arborist to conduct a tree survey and prepare an arborist report. The arborist report shall include the species, diameter at breast height, location, condition of each street tree and native oak tree, and identify whether the native oak tree should be considered for preservation. The arborist report shall also recommend whether oak trees and heritage oak trees should be preserved. The arborist report shall include compensatory mitigation for impacts to native and heritage oak trees at a minimum 1:1 ratio based on diameter at breast height (DBH) for each tree.	Arborist to conduct survey.  City of Yuba City to confirm compliance.			X								Prior to ground disturbance.
b) The individual project applicant shall submit an application to the Director of the City of Yuba City for any street tree proposed for removal. If authorized by the Director, the street tree may be removed at the expense of the applicant.	Individual project applicants.  City of Yuba City to confirm compliance.			X	X							Prior to ground disturbance or tree removal (as applicable).
c) During any construction activities, construction shall be avoided within the critical root zones of preserved/protected trees, unless the area has been previously paved. Encroachments shall be held to no more than 20 percent of the critical root zone area. Avoidance areas shall be fenced prior to any activities onsite or offsite.	Contractor to avoid critical root zones.  City of Yuba City to confirm compliance.					X						As needed during construction.
d) During project construction, the individual project applicant shall retain an arborist to supervise all grade cuts in the critical root zone of protected trees, and properly treat all roots subject to damage as soon as possible after excavation. Cut-faces exposed for more than two to three days shall be covered with a dense burlap fabric and watered to maintain soil moisture at least on a daily basis until the area is permanently covered.	Contractor/Arborist to monitor critical root zones.  City of Yuba City to confirm compliance.					X						As needed during construction.
e) Avoid placement of fill exceeding one foot in depth within the critical root zone of all preserved/protected trees. If unavoidable, either design drainage away from the critical root zone of the tree or consider tree removal. Placement of fill material less than one foot in depth and encroachment of less than 20 percent into the critical root zone area shall not require such additional mitigation measures.	Contractor/Arborist to monitor critical root zones.  City of Yuba City to confirm compliance.					X						As needed during construction.
f) Any proposed structures shall not encroach more than 20 percent into the critical root zone area of a preserved/protected tree. If unavoidable, tree removal shall be considered.	Contractor to avoid critical root zones.  City of Yuba City to confirm compliance.					X						As needed during construction.

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.4-5 (cont.)</b>												
g) Onsite and offsite utilities shall be designed to avoid the critical root zone of preserved/protected trees. In some circumstances, hand digging of utilities through the critical root zone areas would be an option. Boring beneath the critical root zone area would also be an option.	Contractor to avoid critical root zones.  City of Yuba City to confirm compliance.				X				As needed during construction.			
h) Branches and limbs that have been torn, broken, or spilt during construction shall be removed. In addition, any dead, diseased, or rubbing limbs shall be removed.	Contractor/Individual project applicants.				X				As needed during construction.			
<b>3.4-6 Rare Plant Protection (BSMP only; not NR or KER)</b>												
a) The individual project applicant shall retain a qualified biologist to conduct focused botanical protocol-level surveys in the nonnative annual grassland for dwarf downingia (blooms March through May) and Ferris' mile-vetch (blooms April through May) and in the non-native grassland and oak woodland for Baker's navarretia (blooms April through July) and Hartweg's golden sunburst (blooms March through April). Surveys shall be conducted during blooming periods for all special-status species. (It is noted that the blooming periods for these plant species overlap in the month of April.) If no special-status plants are observed within the survey area, then a report shall be submitted to the City and no additional mitigation is required so long as construction commences within two years of the survey.	Individual project applicants.  Biologist to conduct survey.  City of Yuba City to confirm compliance.			X					Prior to ground disturbance (as applicable).			
b) If Baker's navarretia, dwarf downingia, or Ferris' milk-vetch are observed within the project site, the plants should be avoided with a minimum 10-foot avoidance buffer with exclusion fencing, to the extent feasible. If these special-status plants cannot be avoided, a mitigation plan shall be prepared by a qualified botanist. At minimum, the mitigation plan shall include locations where the plants will be transplanted, success criteria, and monitoring activities for the transplanted populations. The mitigation plan shall be finalized prior to transplanted and commencement of construction activities.	Biologist to conduct survey.  City of Yuba City to confirm compliance.				X				First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.			
c) If the federal and state endangered Hartweg's golden sunburst is observed, the plants shall be avoided to the extent feasible.  1. If the plants cannot be avoided, the individual project applicant shall obtain a CESA Section 2081(b) Incidental Take Permit. Measures to minimize the take and to mitigate the impacts caused by the take shall be set forth in one or more conditions of the permit. Potential conservation measures include, but are not limited to, purchasing credits from a mitigation bank, establishing a preserve, and/or preparing a mitigation plan.  2. If the plants cannot be avoided and if the project requires USFWS Section 7 consultation (i.e., would impact a jurisdictional wetland or water of the U.S. requiring a Section 404 CWA permit), consultation with the USFWS through the Section 7 process shall occur to determine any additional avoidance, conservation, and mitigation measures that may be needed for the species, if any. The individual project applicant is not required to consult for impacts to federally listed plants without a federal nexus.	Biologist to conduct survey.  City of Yuba City to coordinate consultation with the USFWS.				X				First survey to be conducted no less than 14 days prior to initiation of ground disturbance. Second to survey to be conducted within 24 hours prior to ground disturbance.			

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.4-7 Protection of Swainson's Hawk Foraging Habitat (BSMP only; not NR or KER)</b> a) Prior to disturbance of a minimum of five acres of non-native annual grassland, the individual project applicant shall engage a qualified biologist to conduct a CNDDDB search for active Swainson's hawk nests occurring within 10 miles of the individual project footprint and documented within five years of commencement of ground disturbance. The CNDDDB search shall be conducted within one year prior to commencement of construction activities. If no nests are documented within 10 miles within the last five years, then a report shall be submitted to the City documenting the results. No additional mitigation is required. b) If an active nest is documented within 10 miles of the individual project footprint and within five years prior to the anticipated start of ground disturbance, the individual project applicant shall mitigate at ratios that correspond to the distance of the nest or shall establish a conservation easement, in accordance with the Staff Report (Appendix D-5). These ratios are identified below: 1. Projects within one mile of an active nest tree shall provide: i. One acre of Habitat Management (HM) land (at least 10 percent of the HM Land requirements shall be met by fee title acquisition or a conservation easement allowing for the active management of the habitat, with the remaining 90 percent of the HM lands protected by a conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk) for each acre of development authorized (1:1 ratio); or ii. One-half acre of HM land (all of the HM land requirements shall be met by fee title acquisition or a conservation easement (acceptable to the CDFW) which allows for the active management of the habitat for prey production on-the HM lands) for each acre of development authorized (0.5:1 ratio). 2. Projects within five miles of an active nest tree but greater than one mile from the nest tree shall provide 0.75 acres of HM land for each acre of urban development authorized (0.75:1 ratio). All HM lands protected under this requirement may be protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk. 3. Projects within 10 miles of an active nest tree but greater than 5 miles from an active nest tree shall provide 0.5 acres of HM land for each acre of urban development authorized (0.5:1 ratio). All HM lands- protected under this requirement may be protected through fee title acquisition or a conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk. c) Management Authorization holders/project sponsors shall provide for the long-term management of the HM lands by funding a management endowment (the interest on which shall be used for managing the HM lands) at the rate of 400 dollars per HM land acre (adjusted annually for inflation and varying interest rates).	Biologist to conduct survey.  City of Yuba City to confirm compliance.			X	X						At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.	
	Biologist to conduct survey.  City of Yuba City to confirm compliance.			X	X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
	Biologist to conduct survey.  City of Yuba City to coordinate consultation with the CDFW.			X	X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
	Biologist to conduct survey.  City of Yuba City to coordinate consultation with the CDFW.			X	X							At least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.
	Individual project applicants.  City of Yuba City to confirm compliance.			X	X	X		As needed				

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.4-7 (cont.)</b> d) Implement Mitigation Measures 3.4-3(f) and 3.4-3(g).	Biologist to conduct survey and training. City of Yuba City to confirm compliance.				X		Survey to occur at least twice during the recommended survey periods for Swainson's hawk prior to construction initiation.					
							Training to be conducted prior to the start of construction (as applicable).					
<b>3.4-8 Protection of Special Status Species</b> Implement Mitigation Measures 3.4-5a through 3.4-5h.	Contractor/Arborist to monitor and avoid critical root zones.  City of Yuba City to confirm compliance.				X		As needed during construction.					
<b>3.4-9 Protection of Special Status Species</b> Implement Mitigation Measures 3.4-5a through 3.4-5h.	Contractor/Arborist to monitor and avoid critical root zones.  City of Yuba City to confirm compliance.				X		As needed during construction.					
<b>3.5 Cultural Resources</b>												
<b>3.5-1 Protection of Historic Architectural Resources (BSMP project site outside NR/KER)</b> a) Concurrent with submittal of project-level development plans, the project applicant shall submit a built-environment resource investigation, for review and approval by the City, that includes, at a minimum: <ul style="list-style-type: none"> <li>- An updated records search at the Northeast Information Center;</li> <li>- An intensive built-environment resources survey, documenting buildings and structures 45 years or older within and adjacent to the project footprint for listing in the National, California, or local registers;</li> <li>- A report that documents the results of the investigation; and</li> <li>- Recommendations for mitigation to resolve adverse impacts to significant historic architectural resources.</li> </ul> The survey shall be carried out by a qualified historian or architectural historian meeting the Secretary of the Interior's Standards for Architectural History.	Individual project applicants.  City of Yuba City to confirm compliance.			X	X		Once prior to construction.					Monitoring as needed during construction.
b) Demolition or substantial alteration of all previously recorded historic resources, including significant historic resources encountered during the survey and evaluation efforts, shall be avoided, if feasible.	Contractor/Individual project applicants.											
c) Any alterations to historic buildings or structures, including relocation, shall conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.	City of Yuba City to confirm compliance.				X		As needed during construction.					



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Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.5-1 (cont.)</b> d) If avoidance of identified historic resources is deemed infeasible, the project applicant shall prepare a treatment plan, subject to City review and approval, to include, but not limited to, adaptive reuse, photo-documentation and public interpretation of the resource. The treatment plan shall include retention of a qualified architectural historian to document the affected historic resource in accordance with the National Park Service's Historic American Buildings Survey (HABS) and/or Historic American Engineering Record (HAER) standards. Such standards typically include large format photography using (4x5) negatives, written data, and copies of original plans if available. The HABS/HAER documentation packages shall be archived at local libraries and historical repositories, as well as the Northeast Information Center of the California Historical Resources Information System. Public interpretation of historic resources at their original site shall occur in the form of a plaque, kiosk, or other method of describing the building's historic or architectural importance to the general public.	Contractor/Individual project applicants.  Architectural historian to conduct survey.  City of Yuba City to confirm compliance.				X				Monitoring as needed during construction.  Once prior to construction.  As needed during construction.			
<b>3.5-2(a) Protection of Archaeological Resources (NR/KER)</b> <b>Archaeological Monitoring Plan.</b> Prior to issuance of grading permits or ground-disturbing construction activity in the Newkom Ranch and Kells East Ranch properties, the project applicant shall prepare and submit an Archaeological Monitoring Plan to the City of Yuba City for review and approval. Monitoring shall be required for all surface alteration and subsurface excavation work, including trenching, boring, grading, use of staging areas and access roads, and driving vehicles and equipment. A Secretary of the Interior-qualified professional archaeologist (project archaeologist) shall prepare the plan. The plan shall address (but not be limited to) the following issues:	Contractor/Individual project applicants.  Project archaeologist to prepare plan and conduct and training.  City of Yuba City to confirm compliance.			X	X				Once prior to construction.  Monitoring and training as needed during construction.  Compliance review as needed during construction.			
<ul style="list-style-type: none"> <li>• Training program for all construction and field workers involved in site disturbance;</li> <li>• Person(s) responsible for conducting monitoring activities, including both archaeological and Native American monitors;</li> <li>• How the monitoring shall be conducted and the required format and content of monitoring reports, including the need to conduct trenching, shovel-test units or auger samples to identify archaeological deposits in advance of construction, assessment, designation and mapping of the sensitive cultural resource areas on final project maps, assessment and survey of any previously unsurveyed areas;</li> <li>• Person(s) responsible for overseeing and directing the monitors;</li> <li>• Schedule for submittal of monitoring reports and person(s) responsible for review and approval of monitoring reports;</li> <li>• Procedures and construction methods to avoid sensitive cultural resource areas (i.e., planning construction to avoid the resource, incorporating the resource within open space, capping and covering the resource, or deeding the site into a permanent conservation easement);</li> <li>• Clear delineation and fencing of sensitive cultural resource areas;</li> <li>• Physical monitoring boundaries;</li> <li>• Protocol for notifications in case of encountering of cultural resources, as well as methods of dealing with the encountered resources (e.g., collection, identification, curation);</li> <li>• Methods to ensure security of cultural resources;</li> <li>• Protocol for notifying local authorities (i.e. Sheriff, Police) should site looting and other illegal activities occur during construction.</li> </ul>												

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<p><b>3.5-2(a) (cont.)</b></p> <p><b>Archaeological and Native American Monitoring.</b> If an intact archaeological resource is encountered, all soil disturbing activities in the vicinity of the resource shall cease until it is evaluated. The project archaeologist shall immediately notify the City of Yuba City of an encountered archaeological resource. The project archaeologist and Native American monitor shall, after making a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological resource, present the findings of this assessment to the City.</p> <p>During the course of the monitoring, the project archaeologist and Native American monitor may adjust the frequency—from continuous to intermittent—of the monitoring based on the conditions and professional judgment regarding the potential to impact resources.</p> <p>If the City, in consultation with the project archaeologist and Native American monitor, determines that a significant archaeological resource is present and that the resource could be adversely impacted by the project, the City shall:</p> <ul style="list-style-type: none"> <li>Determine whether preservation in place is feasible. Consistent with CEQA Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.</li> <li>If avoidance is not feasible, prepare and implement a detailed Archaeological Research Design and Treatment Plan. Treatment of archaeological resources will follow the applicable requirements of Public Resources Code Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.</li> <li>If potential human remains are encountered, all work will halt in the vicinity of the find and the City will contact the county coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner shall contact the Native American Heritage Commission. As provided in Public Resources Code Section 5097.98, the Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</li> </ul>												
<p><b>3.5-2(b) Protection of Historic Archaeological Resources (Full BSMP project site except NR/KER)</b></p> <p>When BSMP-level development plans outside the Newkom Ranch and Kells East Ranch properties are submitted to the City of Yuba City for approval, the project applicant shall be required to complete a cultural resources investigation for review and approval by the City that includes, at a minimum:</p> <ul style="list-style-type: none"> <li>An updated records search at the Northeast Information Center;</li> <li>Updated Native American consultation in coordination with the Native American Heritage Commission.</li> <li>An intensive archaeological survey of the development area;</li> </ul>	<p>Contractor/Individual project applicants.</p> <p>Project archaeologist and Native American monitor to conduct and survey monitoring.</p> <p>City of Yuba City to confirm compliance.</p>			X	X							<p>Monitoring as needed during construction.</p> <p>Compliance review as needed during construction.</p>

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date		
<b>3.5-2(b)</b> (cont.) <ul style="list-style-type: none"> <li>A geoarchaeological assessment for the potential for buried archaeological resources;</li> <li>A report that documents the results of the investigation; and</li> <li>Recommendations for mitigation to resolve adverse impacts to significant archaeological resources or human remains.</li> </ul> The survey shall be carried out by a qualified archaeologist meeting the Secretary of the Interior's Standards for Archaeology, and can be documented in the same document as required in Mitigation Measure 3.5-1(a).	Contractor/Individual project applicants.											Survey to occur once prior to construction.	
	Project archaeologist and Native American monitor to conduct survey and monitoring.			X	X							Monitoring as needed during construction.	
	City of Yuba City to confirm compliance.											Compliance review as needed during construction.	
<b>3.5-3 Protection of Historic Architectural Resources (BSMP project site outside NR/KER)</b> Implement Mitigation Measure 3.5-1.	Individual project applicants.											Once prior to construction.	
	City of Yuba City to confirm compliance.			X	X							Monitoring as needed during construction.	
<b>3.5-4(a) Protection of Archaeological Resources (NR/KER)</b> Implement Mitigation Measure 3.5-2(a).	Contractor/Individual project applicants.											Survey to occur once prior to construction.	
	Project archaeologist to prepare plan and Native American monitor to conduct survey and monitoring.			X	X							Monitoring as needed during construction.	
	City of Yuba City to confirm compliance.											Compliance review as needed during construction.	
<b>3.5-4(b) Protection of Historic Archaeological Resources (Full BSMP project site except the Newkom Ranch and Kells East Ranch properties)</b> Implement Mitigation Measure 3.5-2(b).	Contractor/Individual project applicants.											Survey to occur once prior to construction.	
	Project archaeologist to prepare plan and Native American monitor to conduct survey, and monitoring.			X	X							Monitoring as needed during construction.	
	City of Yuba City to confirm compliance.											Compliance review as needed during construction.	
<b>3.7 Green House Gas Emissions and Energy</b>													
<b>3.7-1(a) Residential Building Insulation (BSMP/NR/KER)</b> Prior to building construction, individual project applicants shall submit to the City building plans demonstrating how all proposed residential buildings include greatly enhanced building insulation materials such as spray foam wall insulated walls R-15 or greater, roof/attic R-38 or higher. The individual project applicants shall also demonstrate how all proposed residential buildings include modestly enhanced window insulation such as 0.4 U-Factor or 0.32 SHGC.	Contractor/Individual project applicants.												Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.			X									

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MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.7-1(b) Commercial Building Insulation (BSMP/NR/KER)</b> Prior to building construction, individual project applicants shall submit to the City building plans demonstrating how all proposed commercial buildings include enhanced building insulation materials (e.g., rigid wall installation, roof/attic R-38).	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.7-3 Compliance with Yuba City REP (BSMP/NR/KER)</b> Implement Mitigation Measure 3.7-1(a) and Mitigation Measure 3.7-1(b).	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.8 Hazards and Hazardous Materials</b>												
<b>3.8-2 Conduct Phase I Environmental Site Assessments (BSMP/NR/KER)</b> a) Prior to final project design of any individual project pursuant to the BSMP that includes any earth-disturbing activities, the applicant shall submit to the City a Phase I Environmental Site Assessment (Phase I ESA). The Phase I ESA shall be prepared in general accordance with ASTM Standard E1527-13, Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process (or most current edition that is in force at the time of final project design), which is the current industry standard. The Phase I ESA shall include a records review of appropriate federal, State, and local databases within ASTM-listed search distances regarding hazardous materials use, storage, or disposal at the given site, a review of historical topographic maps and aerial photographs, a site reconnaissance, interviews with persons knowledgeable about the sites historical uses, and review of other relevant existing information that could identify the potential existence of Recognized Environmental Conditions, including hazardous materials, or contaminated soil or groundwater. If no Recognized Environmental Conditions are identified, then no further action would be required.	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
b) If Recognized Environmental Conditions are identified and the Phase I ESA recommends further action, the applicant shall conduct the appropriate follow-up actions, which may include further records review, sampling of potentially hazardous materials, and possibly site cleanup. In the event that site cleanup is required, the project shall not proceed until the site has been cleaned up to the satisfaction of the appropriate regulatory agency (e.g., DTSC, RWQCB, or SC EHD) such that the regulatory agency issues a No Further Action letter or equivalent.	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.8-5 Conduct Phase I Environmental Site Assessment (BSMP)</b> Implement Mitigation Measure 3.8-2.	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											
<b>3.8-7 Traffic Control Plan (BSMP/NR/KER)</b> Prior to construction, the applicant for an individual project, or its construction contractor(s), shall prepare and implement a traffic control plan to minimize traffic impacts on all roadways at and near the work site affected by construction activities. The traffic control plan shall reduce potential traffic safety hazards and ensure adequate access for emergency responders. The applicant and construction contractor(s) shall coordinate preparation and implementation of this traffic control plan with the City of Yuba City Fire Department and Police Department, the CHP, and/or CAL FIRE, as appropriate. To the extent applicable, this traffic control plan shall	Contractor/Individual project applicants.			X								Compliance review as needed prior to construction.
	City of Yuba City to confirm compliance.											

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date		
<b>3.8-7 (cont.)</b>													
conform to the 2014 California Manual on Uniform Traffic Control Devices (MUTCD), Part 6 (Temporary Traffic Control). The traffic control plan shall provide, but not be limited to, the following elements:													
<ul style="list-style-type: none"> <li>• Circulation and detour plans to minimize impacts on local road circulation during road and lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the construction zone;</li> <li>• Identifying truck routes designated by Sutter County, where applicable. Haul routes that minimize truck traffic on local roadways shall be utilized to the extent possible;</li> <li>• Sufficient staging areas for trucks accessing construction zones to minimize the disruption of access to adjacent existing public rights-of-way;</li> <li>• Controlling and monitoring construction vehicle movement through the enforcement of standard construction specifications by onsite inspectors;</li> <li>• Scheduling truck trips outside the peak morning and evening commute hours to the extent possible;</li> <li>• Limiting the duration of road and lane closures to the extent possible;</li> <li>• Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized;</li> <li>• Implementing roadside safety protocols. Advance "Road Work Ahead" warning and speed control signs (including those informing drivers of State legislated double fines for speed infractions in a construction zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone;</li> <li>• Coordinating construction administrators of police and fire stations (including all fire protection agencies). Operators shall be notified in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures, where applicable; and</li> <li>• Repairing and restoring affected roadway rights-of way to their original condition after construction is completed.</li> </ul>	Contractor/Individual project applicants.												
	City of Yuba City to confirm compliance.			X									Compliance review as needed prior to construction.
<b>3.8-11 Traffic Control Plan (BSMP/NR/KER)</b>	Contractor/Individual project applicants.												
Implement Mitigation Measure 3.8-7.	City of Yuba City to confirm compliance.			X									Compliance review as needed prior to construction.
<b>3.11 Noise and Vibration</b>													
<b>3.11-1 Construction Noise Measures (BSMP/NR/KER)</b>													
Individual project applicants of new development (excluding renovation of existing buildings) shall require construction contractors to implement the following measures during all phases of project construction:													
a) Whenever stationary noise sources – such as generators and compressors – are used within line of sight to occupied residences (on or offsite), temporary barriers shall be constructed around the source to shield the ground floor of the noise-sensitive uses. These barriers shall be of ¾-inch Medium Density Overlay (MDO) plywood sheathing, or other material of equivalent utility and appearance to achieve a Sound Transmission Class of STC-30, or greater, based on certified sound transmission loss data taken according to ASTM Test Method E90 or as approved by the City of Yuba City Building Official.	Contractor/Individual project applicants.												
	City of Yuba City to confirm compliance.			X	X								Compliance review as needed prior to construction and during construction.

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
3.11-1 (cont.)												
b) Construction equipment staging areas shall be located as far as feasible from residential areas while still serving the needs of construction contractors.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
c) Equipment and trucks used for construction will use the industry standard noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds, wherever feasible).	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
d) Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically- or electrically-powered where feasible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dB. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dB. Quieter procedures, such as use of drills rather than impact tools, shall be used whenever feasible.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
<b>3.11-2 Transportation Source Mitigation (BSMP)</b> Prior to approval of a map, an acoustical study shall be submitted to the City demonstrating that the project would include noise attenuation to reduce noise levels at the existing residences adjacent to Stewart Road, between SR 99 and Phillips Road, to below the noise standard specified in the City's general plan Policy 9.1-1-3. If sound walls are proposed, they must be constructed of a material and at a height sufficient to reduce traffic noise to either 4 dB below existing conditions or below 60 dBA Ldn.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X					Compliance review as needed prior to construction.			
<b>3.11-3 Stationary Source Mitigation (BSMP/NR/KER)</b> The project sponsor shall ensure that the following measures are implemented for all development under the proposed BSMP:												
a) Prior to the issuance of building permits, individual project applicants shall submit engineering and acoustical specification for project mechanical HVAC equipment and the proposed locations of onsite loading docks to the Planning Director demonstrating that the HVAC equipment and loading dock design (types, location, enclosure, specification) will control noise from the equipment to not exceed 55 dBA during the daytime and 45 dBA during nighttime hours.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X					Compliance review as needed prior to construction.			
b) Noise-generating stationary equipment associated with proposed commercial and/or office uses, such as portable generators, compressors, and compactors, within line-of-sight of adjacent noise-sensitive uses shall be enclosed or acoustically shielded to reduce noise-related impacts.												
<b>3.11-6 Construction Noise Measures (BSMP/NR/KER)</b> Implement Mitigation Measure 3.11-1.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction.			
<b>3.11-9 Stationary Source Mitigation (BSMP/NR/KER)</b> Implement Mitigation Measure 3.11-3.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X					Compliance review as needed prior to construction.			

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
<b>3.14 Transportation and Circulation</b>												
<b>3.14-1(a) Yuba City Intersections (BSMP)</b>												
The project applicant(s) shall construct the following improvements. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.												
i. Install a traffic signal and widen the eastbound and southbound approaches to provide dedicated left-turn pockets at the Bogue Road/South Walton Avenue intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).	Contractor/Individual project applicants.			X	X							Compliance review as needed prior to construction and during construction (As needed).
ii. Install a traffic signal at the Railroad Avenue/Lincoln Road intersection (in conjunction with existing lane configurations).	City of Yuba City to confirm compliance.											
iii. Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).												
iv. Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).												
v. Install a traffic signal at the Gilsizer Ranch Way/Bogue Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions).												
<b>3.14-1(b) Yuba City Intersections (NR/KER)</b>												
The project applicant(s) shall construct the following improvements. Improvement shall be required at such time that the retail center in the southwest quadrant of the Bogue Road/Phillips Road intersection is constructed. It shall also be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. Improvement ii shall be required at such time that two-thirds of the total dwelling units within Newkom Ranch and Kells East Ranch are developed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.												
i. Install a traffic signal at the Bogue Road/Phillips Road intersection (in conjunction with lane configurations planned under existing plus BSMP conditions); and	Contractor/Individual project applicants.				X	X						Compliance review as needed prior to construction and during construction (As needed).
ii. Install a traffic signal at the Bogue Road/Railroad Avenue intersection and widen/restripe the northbound and southbound approaches to provide dedicated left-turn pockets (in conjunction with lane configurations planned under existing plus BSMP conditions).	City of Yuba City to confirm compliance.											
<b>3.14-3 Caltrans Intersections LOS (BSMP)</b>												
The project applicant(s) shall construct the improvements described below. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff and Caltrans regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.												
	Contractor/Individual project applicants.				X	X						Compliance review as needed prior to construction and during construction (As needed).
	City of Yuba City to confirm compliance.											



**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date		
<b>3.14-3 (cont.)</b>													
i. Widen the SR 99/Bogue Road intersection to provide a second southbound left-turn lane that provides 500 feet of storage in each lane. Widen Bogue Road to construct a second eastbound and westbound left-turn lane. Restripe westbound Bogue Road approaching SR 99 to consist of two left-turn lanes, one through lane, and one right-turn lane (with the right-turn consisting of an overlap arrow); and	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.				X	X			Compliance review as needed prior to construction and during construction (As needed).				
ii. Install a traffic signal at the SR 99/Stewart Road intersection.													
<b>3.14-4(a) Caltrans Intersections Queuing (BSMP)</b>													
Implement Mitigation Measure 3.14-3(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane. To address queuing impacts in the southbound left-turn lane prior to the overall intersection LOS reaching an unacceptable level, the second left-turn lane is necessary. The timing of the need for these improvements will depend on the amount of development on the west versus east side of SR 99, mix of land uses, and level of background traffic growth. The applicant shall coordinate with City staff and Caltrans regarding construction of these improvements as individual projects within the BSMP are proposed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction (As needed).				
<b>3.14-4(b) Caltrans Intersections Queuing (NR/KER)</b>													
The project applicant(s) shall construct the following improvements at the SR 99/Bogue Road intersection. These improvements shall be in place at such time that the 21-acre retail center located in the southwest quadrant of the Bogue Road/Phillips Road intersection and 20 additional acres of residential in Newkom Ranch or Kells East Ranch are constructed. The financial responsibility for each project applicant shall be determined by the City and shall be included in each applicant's project approval documentation.	Contractor/Individual project applicants.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction (As needed).				
i. Widen the SR 99/Bogue Road intersection to provide a second southbound left-turn lane that provides 500 feet of storage in each lane.													
<b>3.14-7(a) Cumulative Yuba City Intersections (BSMP)</b>													
i. Implement Mitigation Measure 3.14-1(a)(i): Install traffic signal and add turn lanes at the Bogue Road/South Walton Avenue intersection.													
ii. Implement Mitigation Measure 3.14-1(a)(iii): Install traffic signal at the Bogue Road/Phillips Road intersection.	Contractor/Individual project applicants.												
iii. Implement Mitigation Measure 3.14-1(a)(iv): Install a traffic signal and add turn lanes at the Bogue Road/Railroad Avenue intersection.				X	X								
iv. Implement Mitigation Measure 3.14-1(a)(v): Install traffic signal at the Gilsizer Ranch Way/Bogue Road intersection.	City of Yuba City to confirm compliance.												
v. Contribute fair share cost for restriping the eastbound approach at the Garden Highway/Bogue Road intersection from a through lane to a shared through/right lane, and modifying the signal phasing to east-west split-phase.													

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance			Verification of Compliance				Comments	
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature		Date
<b>3.14-7(b) Cumulative Yuba City Intersections (NR/KER)</b>												
i. Implement Mitigation Measure 3.14-1(b)(i): Install traffic signal at the Bogue Road/Phillips Road intersection.												
ii. Implement Mitigation Measure 3.14-1(b)(ii): Install a traffic signal and add turn lanes at the Bogue Road/Railroad Avenue intersection.	Contractor/Individual project applicants.											
iii. Contribute fair share cost for installing a traffic signal at the South Walton Avenue/Bogue Road intersection.				X	X							
iv. Contribute fair share cost for installing a traffic signal at the Phillips Road/Lincoln Road intersection.	City of Yuba City to confirm compliance.											
v. Contribute fair share cost for installing a traffic signal at the Gilsizer Ranch Way/Bogue Road intersection.												
<b>3.14-9(a) Cumulative Yuba City Intersections (BSMP)</b>												
i. Implement Mitigation Measure 3.14-3(a)(i): Add turn lanes at the SR 99/Bogue Road intersection.												
ii. Implement Mitigation Measure 3.14-3(a)(ii): Install traffic signal at the SR 99/Stewart Road intersection.	Contractor/Individual project applicants.											
iii. Contribute fair share cost for adding a second northbound left-turn lane and adding dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.				X	X							
iv. Contribute fair share cost for installing a traffic signal at the SR 99/Hunn Road intersection.	City of Yuba City to confirm compliance.											
v. Contribute fair share cost for installing a traffic signal at the SR 99/Smith Road intersection.												
<b>3.14-9(b) Cumulative Caltrans Intersections LOS (NR/KER)</b>												
i. Implement Mitigation Measure 3.14-4(b)(i): Add second southbound left-turn lane at the SR 99/Bogue Road intersection.												
ii. Contribute fair share cost for adding a second northbound left-turn lane and adding dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.	Contractor/Individual project applicants.											
iii. Contribute fair share cost for installing a traffic signal at the SR 99/Hunn Road intersection.				X	X							
iv. Contribute fair share cost for installing a traffic signal at the SR 99/Smith Road intersection.	City of Yuba City to confirm compliance with Caltrans.											
v. Contribute fair share cost for installing a traffic signal at the SR 99/Stewart Road intersection.												
<b>3.14-10(a) Cumulative Caltrans Intersections Queuing (BSMP)</b>												
i. Implement Mitigation Measure 3.14-3(a)(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane.	Contractor/Individual project applicants.											
ii. Implement Mitigation Measure 3.14-9(a)(iii), which consists of paying fair share cost of adding a second northbound left-turn lane and dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.	City of Yuba City to confirm compliance with Caltrans.			X	X							
<b>3.14-10(b) Cumulative Caltrans Intersections Queuing (NR/KER)</b>												
i. Implement Mitigation Measure 3.14-4(a)(i), which consists of adding a second southbound left-turn lane at the SR 99/Bogue Road intersection and providing 500 feet of storage in each turn lane.	Contractor/Individual project applicants.											
ii. Implement Mitigation Measure 3.14-9(b)(ii), which consists of paying fair share cost of adding a second northbound left-turn lane and dedicated eastbound and westbound right-turn lanes at the SR 99/Bogue Road intersection.	City of Yuba City to confirm compliance with Caltrans.			X	X							

**TABLE 4-1  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Responsible Party for Implementation	Verification of Implementation (Responsible Party)		Timing of Compliance				Verification of Compliance				Comments
		Initials	Date	Design	Construction	Operation	Frequency	Name and Affiliation	Method of Compliance Verification	Signature	Date	
iii. Implement Mitigation Measure 3.14-9(b)(v), which consists of paying fair share cost for installing a traffic signal at the SR 99/Stewart Road intersection.	Contractor/Individual project applicants.											
iv. Contribute fair share cost for adding a second northbound left-turn lane at the SR 99/Stewart Road intersection, or contributing fair share cost for widening Bogue Road to four lanes from Gilsizer Ranch Way to South Walton Avenue.	City of Yuba City to confirm compliance with Caltrans.			X	X				Compliance review as needed prior to construction and during construction (As needed).			
<b>3.15 Utilities and Service Systems</b>												
<b>Water Supply</b>												
<b>3.15-1 Wastewater Treatment Capacity (BSMP/NR/KER)</b>												
a) Individual project applicants shall pay the fair share of costs for each development's proportion of the water supply deficits estimated through 2040. The payments shall be directed to a City fund for the construction and operation of new groundwater well(s) as determined by the City. The City shall reflect the requirement for the fair share payment for each development in any future development agreement in the BSMP site, and payment shall be made to the City prior to final tentative map approval and building permit.	Contractor/Individual project applicants, and the City of Yuba City.								Compliance review as needed prior to construction and during construction (As needed).			
b) The City shall construct new groundwater well(s) to be operable and sufficient to serve the water supply demands of each development approved prior to year 2030. The groundwater well(s) shall be constructed to produce sufficient water to make up the shortfalls in any given single-dry year or the first year of a multi-dry year scenario as determined by the City.	City of Yuba City to confirm compliance.			X	X							
c) The City shall not approve a final tentative map or building permit for any development pursuant to the proposed BSMP or City beyond the supplies available from 2030 through 2040 without a reliable source of water supply to meet the shortfalls in the single-dry year or the first year of a multi-dry year scenario, as detailed above.												
<b>3.15-6 Wastewater Treatment Capacity (BSMP/NR/KER)</b> Implement Mitigation Measure 3.15-1(a) through (c).	Contractor/Individual project applicants, and the City of Yuba City.  City of Yuba City to confirm compliance.			X	X				Compliance review as needed prior to construction and during construction (As needed).			

# CHAPTER 5

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## List of Preparers and Persons Consulted

### 5.1 Report Authors

The City of Yuba City is the CEQA lead agency for preparation of this EIR.

Department of Development Services  
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### Environmental Science Associates (ESA)

The following ESA staff contributed to the preparation of the Final EIR.

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**Paul Stephenson, AICP:** M.S. Planning, B.S. Environmental Policy Analysis and Planning. 15 years of experience. Senior Review.

**Evan Wasserman:** M.S. City Planning, B.S. Environmental Construction Management. 5 years of experience.

**Kelly Bayne:** M.S. Forest Pathogens, B.S. Natural Resource Management. 14 years of experience.

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### Subconsultants

The following subconsultant contributed to the preparation of the Final EIR.

### Fehr & Peers

**John Gard, PE**

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# FINAL MASTER PLAN ERRATA

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The Bogue Stewart Master Plan (BSMP) and EIR noted that “The Final EIR becomes final upon certification by the City’s decision-making body, consequently, additional modifications to the Final BSMP and Final EIR may be provided up until the time of certification.” (Final EIR, Section 1.1.) This Errata incorporates minor revisions to the BSMP for the sake of document consistency. The City finds that the BSMP Errata merely clarify and amplify the analysis presented in the BSMP document and does not trigger the need to readdress the CEQA analysis, and therefore does not need to recirculate the BSMP EIR per CEQA Guidelines §15088.5(b). Deletions are shown with ~~striketrough~~ and additions are shown with an underline. Where existing text has been omitted and is not shown in ~~striketrough~~, this omitted text shall be considered retained in its current state (such omitted text may be shown as “...”).

## Global Edits

The BSMP, is referred to throughout the document as a “Master Plan.” However this reference is for the purpose of naming convenience only, and this errata clarifies that the BSMP is, and will be adopted as, a Specific Plan, and not as a Master Plan. In this regard, the following clarification is made to Section 1.1 of Chapter 1 of the BSMP as follows:

“The Bogue Stewart Master Plan (BSMP), a Specific Plan, guides the orderly and cohesive development of 741.5 acres along the southern edge of Yuba City in a manner consistent with the City’s General Plan and Zoning regulations.”

### 3.1.1 Land Use Plan

#### ***Table 3-1: Development Summary Table – By Land Use Designation and Project Area***

See edits to Table 3-1 provided on the next page.

#### ***Table 3-2: Development Summary Table – By Parcel***

See edits to Table 3-2 provided below.

**Table 3-1: Development Summary Table – By Land Use Designation and Project Area**

Land Use Designation	Total Plan Area						Newkom Project Area			Kells East Project Area			Final Phase			
	Land area (Acres)	Percent Land Allocation	Min/Max Density & Intensity	Assumed Density (du/ac) <sup>1</sup>	Total Proposed Units <sup>2</sup>	Assumed Intensity (FAR)	Total Sq.Ft	Total Units	Land Area (Acres)	Total Sq.Ft	Total Units	Land Area (Acres)	Total Sq.Ft	Total Units	Land Area (Acres)	Total Sq.Ft
<b>Residential Neighborhoods</b>																
Low density residential	368.9	50%	2 to 8 du/ac	4.25	1,328			427	95		147	28.9		754	245.7	
Low-Medium density residential	62.6	8%	6 to 14 du/ac	9	430				0			0		430	62.6	
Medium/High density residential	32.0	4%	13 to 36 du/ac	24	759			216	9.0		123	5.3		420	17.7	
<b>Commercial and Employment</b>																
Neighborhood Commercial	7.2	1%	0.5 max. FAR			0.35	82,328		0			0			7.2	82,328
Community Commercial	36.7	5%	0.5 max. FAR			0.25	390,951		21.5	229,779		15.2	161,172		0	
Office & Office Park	8.6	1%	1.0 max. FAR			<u>0.29</u>	108,464		8.6	108,464		0			0	
Business, Technology & Light Industrial	55.8	8%	0.75 max. FAR			0.25	574,992		0			0			55.8	574,992
<b>Public and Quasi-Public</b>																
Parks, Recreation & Open Space	84.2	11%							17.6			36.0			30.6	
Public Facilities <sup>3</sup>	27.5	4%	1.0 max. FAR			0.15	131,987		0			0			27.5	
Roads and Circulation	58	8%							18.6			9.8			29.6	
<b>TOTAL</b>	<b>741.5</b>	<b>100%</b>			<b>2,517</b>		<b>1,288,723</b>	<b>643</b>	<b>170.2</b>	<b>338,243</b>	<b>270</b>	<b>95.3</b>	<b>161,172</b>	<b>1,604</b>	<b>475.9</b>	<b>657,320</b>

Note:

1. Average Density and Assumed Intensity relates to the density/FAR assumed for development under each land use category, with the intent that the development does not go below allowed minimum density/FAR or exceed maximum density/FAR per land use.
2. 71 homes currently existing on the site will be included within the total BSMP development, but are not included under "Total Proposed Units" count. Therefore, at full build out the total residential unit count should be 2,588 units including proposed and existing homes.
3. A 20-acre site has been identified for K-8 school. In the event that the parcel is not acquired for the K-8 school, other potential appropriate land uses include single family and multifamily residential, but any changes would require a Master Plan Amendment subject to CEQA review.



**Table 3-2: Development Summary Table – By Parcel**

Total Plan Area										
Parcel	Land Use Designation	Zoning	Land area (Acres)	Minimum Density / FAR	Maximum Density / FAR	Assumed Density (du/ac)	Assumed Intensity (FAR)	Proposed Units	Proposed Sq. Ft	Notes
1	Public Facilities	PF	21.6		1.0 FAR		0.15 FAR		131,987	Future K-8 School within Yuba City USD. <sup>1</sup>
2	Park	P	2.9							Neighborhood Park
3	Low Density Residential	R-1	26.4	2 du/ac	8 du/ac	4.25 du/ac		113		
4	Business, Technology & Light Industrial	C-2	55.8		0.75 FAR		0.25 FAR		574,992	Three existing homes onsite.
5	Low-Medium Density Residential	R-2	6.4	6 du/ac	14 du/ac	9.22 du/ac		59		
6	Open Space	OS	7.0							Open Space
7	Open Space	OS	10.3							Open Space
8	Open Space	OS	10.6							Open Space
9	Open Space	OS	6.3							9a Open Space, 9b Open Space - One existing home onsite.
10	Community Commercial	C-2	15.2		0.5 FAR		0.25 FAR		161,172	
11	Neighborhood Commercial	C-1	1.4		<del>0.5 FAR</del>					Existing gas station onsite (0.6 FAR - 3,398 sq.ft)
12	Medium-High Density Residential	R-3	5.3	12 du/ac	36 du/ac	23 du/ac		122		
13	Low Density Residential	R-1	15.4	2 du/ac	8 du/ac	5.1 du/ac		79		
14	Open Space	PF	12.4							Open Space - Proposed detention pond.
15	Low Density Residential	R-1	13.6	2 du/ac	8 du/ac	5 du/ac		68		
16	Community Commercial	C-2	21.5		0.5 FAR		0.25 FAR		229,779	
17	Low Density Residential	R-1	17.8	2 du/ac	8 du/ac	4.38 du/ac		78		
18	Medium-High Density Residential	R-3	9.0	12 du/ac	36 du/ac	24 du/ac		216		
19	Park	P	2.8							Neighborhood Park
20	Park	P	5.7							Community Park
21	Park	P	5.5							Community Park
22	Open Space	OS	5.3		<del>1.0 FAR</del>					Open Space - Proposed detention pond.
23	Medium-High Density Residential	R-3	11.7	12 du/ac	36 du/ac	24.6 du/ac		288		
24	Office/Office-Park	C-O	8.6		1.0 FAR		0.29 FAR		108,464	
25	Low Density Residential	R-1	7.6	2 du/ac	8 du/ac	6 du/ac		43		
26a	Low-Medium Density Residential	R-2	4.6	2 du/ac	14 du/ac	6.3 du/ac		29		
26b	Park	P	0.5							Neighborhood Park
27	Low Density Residential	R-1	2.2	2 du/ac	8 du/ac					Eight existing homes onsite.
28	Low-Medium Density Residential	R-2	12.6	6 du/ac	14 du/ac	7.78 du/ac		98		Two existing homes onsite.
29a	Low Density Residential	R-1	19.4	2 du/ac	8 du/ac	5 du/ac		96		
29b	Park	P	0.5							Neighborhood Park

**Table 3-2: Development Summary Table – By Parcel**

Total Plan Area										
Parcel	Land Use Designation	Zoning	Land area (Acres)	Minimum Density / FAR	Maximum Density / FAR	Assumed Density (du/ac)	Assumed Intensity (FAR)	Proposed Units	Proposed Sq. Ft	Notes
30	Low Density Residential	R-1	15.1	2 du/ac	8 du/ac	3.31 du/ac		50		Seven existing homes onsite.
31	Low Density Residential	R-1	45.7	2 du/ac	8 du/ac	3.9 du/ac		180		
32	Low Density Residential	R-1	25.2	2 du/ac	8 du/ac	4.25 du/ac				24 existing homes onsite.
33	Neighborhood Commercial	C-1	5.8		0.5 FAR		0.33 FAR		82,328	
34	Medium-High Density Residential	R-3	6.0	12 du/ac	36 du/ac	22 du/ac		132		
35	Low-Medium Density Residential	R-2	6.9	6 du/ac	14 du/ac	8.3 du/ac		57		
36	Park	P	2.5							Neighborhood Park
37	Public Facilities	PF	3.8		1.0 FAR					Existing PG&E substation.
38	Public Facilities	PF	2.2		1.0 FAR					Proposed water tank.
39	Low Density Residential	R-1	4.8	2 du/ac	8 du/ac	4.17 du/ac		20		
40	Low-Medium Density Residential	R-2	26.0	6 du/ac	14 du/ac	6.31 du/ac		164		
41a	Low Density Residential	R-1	24.4	2 du/ac	8 du/ac	4.3 du/ac		105		One existing home onsite.
41b	Low Density Residential	R-1	1.4	2 du/ac	8 du/ac	4.29 du/ac				
41c	Park	P	0.8							Neighborhood Park
42	Low Density Residential	R-1	21.1	2 du/ac	8 du/ac	0.63 du/ac		13		14 existing homes onsite.
43	Low Density Residential	R-1	16.0	2 du/ac	8 du/ac	3.19 du/ac		51		Three existing homes onsite.
44	Low Density Residential	R-1	19.5	2 du/ac	8 du/ac	0.10 du/ac		2		Two planned homes, with five existing homes onsite.
45	Low Density Residential	R-1	19.7	2 du/ac	8 du/ac	3.5 du/ac		69		69 new homes, with two existing homes onsite.
46	Low Density Residential	R-1	26.9	2 du/ac	8 du/ac	4.05 du/ac		109		One existing home onsite
47	Low-Medium Density Residential	R-2	10.7	6 du/ac	14 du/ac	9 du/ac		96		
48	Park	P	2.1							Neighborhood Park
49	Low Density Residential	R-1	42.3	2 du/ac	8 du/ac	4.25 du/ac		180		
50	Open Space	P	9.1							Open Space
	Right-of-way		58.0							
<b>TOTAL</b>			<b>741.5</b>					<b>2,517</b>	<b>1,288,722</b>	

Note:

1. In the event that Parcel 1 is not acquired for the K-8 school, other potential appropriate land uses include single family and multifamily residential, but any changes would require a Master Plan Amendment subject to CEQA review.

**Table 3-3: Employment Generation**

Total Plan Area						
Land Use Designation	Square Feet (SF)	Percent Retail (%)	Percent Non-retail (%)	SF per Retail Employee	SF per Non-retail Employee	Employees
<b>Newkom Ranch Phase</b>						
Neighborhood Commercial	--	70	30	--	--	--
Community Commercial	229,779	75	25	500	400	488
Office & Office Park	108,464	5	95	400	300	357
Business, Technology & Light Industrial	--	0	100	--	--	--
<b>TOTAL</b>	<b>338,243</b>	--	--	--	--	<b>845</b>
<b>Kells East Ranch Phase</b>						
Neighborhood Commercial	--	70	30	--	--	--
Community Commercial	161,172	75	25	500	400	342
Office & Office Park	--	5	95	--	--	--
Business, Technology & Light Industrial	--	0	100	--	--	--
<b>TOTAL</b>	<b>161,172</b>	--	--	--	--	<b>342</b>
<b>Final Phase</b>						
Neighborhood Commercial	82,328	70	30	500	400	177
Community Commercial	--	75	25	--	--	--
Office & Office Park	--	5	95	--	--	--
Business, Technology & Light Industrial	574,992	0	100	0	750	767
<b>TOTAL</b>	<b>657,320</b>	--	--	--	--	<b>944</b>
<b>FULL BUILDOUT</b>						
Neighborhood Commercial	82,328	70	30	500	400	177
Community Commercial	390,951	75	25	500	400	831
Office & Office Park	108,464	5	95	400	300	357
Business, Technology & Light Industrial	574,992	0	100	0	750	767
<b>TOTAL</b>	<b>1,156,735</b>			<b>3,300</b>		<b>2,132</b>

**NOTE:**

a. *Employee calculations are consistent with those used for the Yuba City General Plan. Employee calculations do not include Public Facilities, a land use designation for which the Yuba City General Plan did not assign employment rates.*

*SOURCE: City of Yuba City. 2004. Yuba City General Plan. Adopted April 8, 2004, Resolution #04-049. Page 3-8. Table 3-5.*

## 3.1.2 Land Use Designations and Zoning Districts

### Edits/Revisions

#### ***Low Density Residential***

The Low Density Residential (LDR) land use designation allows for single-family homes within a density range of 2 to 8 units per gross acre. In the BSMP Area the highest average density of LDR uses is conservatively assumed to be approximately 6 ~~4.25~~ du/ac. In addition to detached single-family homes on conventional and small lots, this category also provides for second units, parks, recreation, day care, civic, institutional and similar uses determined appropriate in a residential environment. The LDR land use category is implemented by the **Single-family Residential Zoning District (R-1/SP-BSMP)**. Table A-1 in Appendix A provides development standards for the R-1/ SP-BSMP district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

#### ***Low – Medium Density Residential***

The Low – Medium Density Residential (LMDR) land use designation allows for a mix of housing types within a density range of 6 to 14 units per gross acre. In the BSMP Area the highest average density of LMDR uses is conservatively assumed to be approximately 9.22 du/ac. This category provides for a wide range of detached and attached single-family housing types including varied small lot, court-oriented, cluster, duet/halfplex, and townhome designs. Parks, recreation, day care, civic, institutional and similar uses determined appropriate in a residential environment are also permitted. The LMDR land use category is implemented by the **Low-Medium Density Residential Zoning District (R-2/SP-BSMP)**. Table A-2 in Appendix A provides development standards for the R-2/SP-BSMP district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

#### ***Medium – High Density Residential***

The Medium – High Density Residential (MHDR) land use designation allows for a density range of 12 to 36 units per gross acre. In the BSMP Area the highest average density of MHDR uses is conservatively assumed to be approximately 24.6 du/ac and will be consistent with the density requirements of the General Plan. This category accommodates primarily attached housing and higher density detached housing including townhome, row house, courtyard, apartment and condominium designs. Parks, recreation, day care, civic, institutional and similar uses determined appropriate in a residential environment are also permitted. The MHDR land use category is implemented by the **Multi-Family Residential Zoning District (R-3/SP-BSMP)**. Table A-3 in Appendix A provides development standards for the R-3 district in the BSMP Area. Permitted uses are specified in the Yuba City Zoning Code.

#### ***Neighborhood Commercial***

The Neighborhood Commercial (NC) land use designation allows for small shopping centers containing local retail stores, services, restaurants (excluding drive-thru), offices, gas stations and similar uses intended to cater to the daily convenience needs of the surrounding residential neighborhoods. The scale and design of buildings within the NC district is to be compatible with the neighboring residential uses. In the BSMP the highest average density of LDR uses is conservatively assumed for NC uses is 0.335 FAR. The NC land use category is implemented by the **Neighborhood Convenience Commercial Zoning District (C-1/SP-BSMP)**. Table A-4 in Appendix A provides development standards for the C-1 district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

### ***Office and Office Park***

The Office and Office Park (O/OP) land use designation allows for professional and medical offices in a low intensity, campus like setting. Small scale support and related services are also allowed. Mixed use development may be permitted subject to the transfer/allocation of residential units as approved by the City. In the BSMP the highest average density of LDR uses is conservatively assumed for O/OP uses is 0.29 ~~0.30~~ FAR. The O/OP land use category is implemented by the **Office Commercial Zoning District (C-O/SP-BSMP)**. Table A-4 in Appendix A provides development standards for the C-O district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

### ***Figure 3-2: Zoning Map***

See edits to Figure 3-2 provided below. Revisions include updates to zoning categories from Master Plan (MP) to Specific Plan (SP).



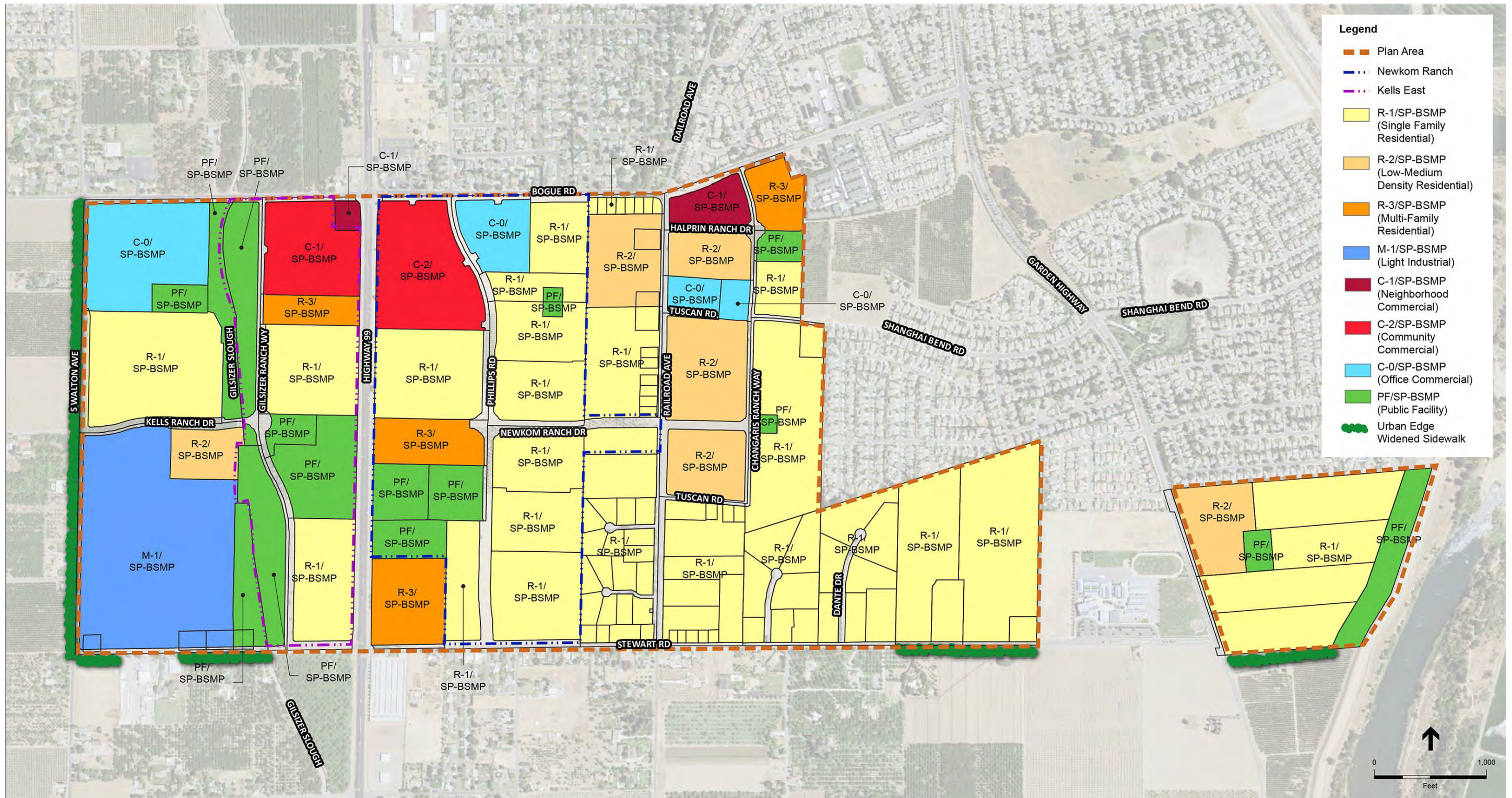


Figure 3-2: Zoning Map



## 5.2.1 Parks and Open Space

### Edits/Revisions

As per Table 5-2 and Table 5-3, the Plan Area achieves the BSMP ~~BMSP~~ 5 acre per 1,000 resident park requirement and provides the required acreage of neighborhood parks. The BSMP does not provide enough on-site community or city park acreage but these requirements will be satisfied via the City's park in-lieu fee pursuant to General Plan policy. In addition, as small lot subdivision maps are developed it is anticipated that various pocket parks, special recreation areas (such as plazas, courtyards) if provided, may be eligible for park and open space credit. These park acreages are eligible for fee credit compensation.

### ***Neighborhood and Pocket Parks***

The BSMP includes six neighborhood parks and a variety of pocket parks. The Neighborhood Park category was recognized in the Yuba City General Plan, but following a 2008 update to the Parks, Schools, and Community Facilities Element, this category was removed, but not prohibited. ~~However For the BSMP~~, existing neighborhood park sites will remain in the city park system, and can be included as overall parkland credit. Neighborhood parks must be two acres in size, and may increase in size to accommodate a dual use detention basin. These parks are designed to service residents living within a half mile from the given park, and also cultivate the identity of the community served. Therefore, in the context of the BSMP, neighborhood parks are located close to high density residential areas to capture maximum resident users. Sidewalks and multi-use trails are designed to provide a variety of pedestrian- and bicycle-friendly connections for the surrounding residential community. These parks may be either active or passive, with off-street parking minimized. Final facilities within the neighborhood parks are dependent on the identity and qualities of the surrounding neighborhood. Some of the facilities that could be included in the neighborhood park are children's play structure, basketball courts, multi-use areas with trails, soccer fields, tennis and pickle ball courts, and picnic areas. These parks can also provide stormwater detention facilities.

Pocket parks are open space areas that may be up to three acres in size and located within residential neighborhoods. Pocket parks are intended primarily for passive recreation, such as play areas for small children and seating and picnic areas. The number and location of pocket parks will be determined as part of the small lot subdivision map approval process.

## 5.4.2 Water, Wastewater, and Drainage

### Edits/Revisions

#### ***Drainage and Flood Protection***

#### ***Flood Management***

- As the Master Plan develops, developers shall provide an assessment of a project's potential impacts on the local and sub-regional storm drainage systems, so that the City can determine appropriate methods ~~mitigation~~ to ensure that system capacity and peak flow restrictions are not exceeded.



## 6.5.1 Financing Plan

### Edits/Revisions

The BSMP Public Facilities Financing Plan presents a strategy for the financing of backbone infrastructure and public facilities required to serve BSMP, and was adopted concurrent with the adoption of the BSMP. The Financing Plan describes how a variety of major capital improvements needed to serve the BSMP will be funded as it builds out including roadways, wastewater, water, storm drainage, landscaping and neighborhood parks. It also synthesizes the estimated cost and timing of major capital improvements needed to serve new development in the BSMP and documents the funding sources available for those improvements. The Financing Plan will be incorporated into the BSMP, and will be adopted separately.

## 6.6.5 Amendments to the Master Plan

### Edits/Revisions

#### ***B. Major Amendments***

Major modifications are amendments to exhibits or text that are intended to change the intent and/or development standards or other fundamental provisions of the BSMP. Major amendments require an amendment to the BSMP, and must go through Planning Commission review for recommendations provided to City Council prior to approval. Depending upon the nature of the amendment, a concurrent amendment to the General Plan, Municipal Code, development agreement, or other related City and BSMP documents may be required. Examples of major amendments include, but are not limited to:

- The introduction of a new land use designation not contemplated in the original BSMP;
- Changes to the circulation system or backbone infrastructure which would materially affect a planning concept detailed in the BSMP;
- Any change that would result in a significant and adverse environmental impact.

## 6.7.1 Effectuation of Entitlements

### Edits/Revisions

Prior to or concurrent with final approval of any subsequent development entitlements by the City, a development agreement may shall be approved and executed between the City and subject property owners consenting to the property's participation in the BSMP financing mechanisms, fee updates, land/easement dedications, maintenance and related obligations.

## 6.7.3 Sphere of Influence Amendment and Annexation

### Edits/Revisions

Amendment of the City's SOI and annexation of the BSMP Area will be processed and approved in accordance with Sutter LAFCO Policies and Procedures, along with the expansion of the Gilsizer County Drainage District to include the annexation of land into the District and detachment from County Service Area G. This will include coordination with Sutter LAFCO and Sutter County, updating of the City's Municipal Service Review, preparation of a Plan for Service for the BSMP Area, and other applicable

requirements. The EIR prepared for the BSMP assesses ~~assumes~~ the SOI amendment and subsequent annexation for the BSMP Area in full, and the annexation of land into the Gilsizer County Drainage District, and is intended to serve as the environmental document for such actions.

## Appendix A: Development Standards and Guidelines

### Edits/Revisions

#### **Administration (Green Callout Box)**

Major Modification – The proposed change is inconsistent with the Development Standards and Guidelines. Such modification requires a Master Plan Amendment, and approval by City Council.

## Section A-1: Residential Neighborhoods

### Edits/Revisions

#### **Low – Medium Density Residential**

**Table A-2: Low – Medium Density Residential Development Standards**

Zoning District	Low-Medium Density Residential Zoning District (R-2/SP-BSMP)	
Density	6.0 – 14.0 dwelling units/gross acre	
Minimum lot size	2,000 s.f. (multifamily allowed and lot size for multifamily will be reviewed during application process)	
Lot configuration	If 2,999 s.f. or below	If 3,000 and above
<i>Interior Lot</i>	2,000 s.f. min	3,000 s.f. min
<i>Corner Lot</i>	2,500 s.f. min	3,500 s.f. min
Lot width		
<i>Interior Lot</i>	40 ft. min	50 ft. min
<i>Corner Lot</i>	45 ft. min	55 ft. min
<i>*Lot width measured at the front property line except for lots on cul-de-sacs where lot width is measured at the front setback</i>		
Lot depth	60 ft. min	75 ft. min
Lot Coverage	N/A	N/A
Building Setbacks		
Front Yard		
<i>Main building</i>	12 ft. min	15 ft. min
<i>Porch/Courtyard</i> <i>(minimum 6 ft. deep by 8 ft. wide)</i>	10 ft. min <i>(A minimum of 60% of all dwelling units shall include)</i>	10 ft. min <i>(A minimum of 60% min. of all dwelling units shall include)</i>
<i>Attached garage</i>	20 ft. min	20 ft. min
<i>Detached garage</i>	20 ft. min	25 ft. min
Side Yard		
<i>Interior</i>	0 ft. (attached)/3 ft. (detached)	0 ft. (attached)/5 ft. (detached)
<i>Corner*</i>	10 ft. min	10 ft. min
<i>*20 ft. minimum if corner side loading garage</i>		
Rear Yard		
<i>Main building</i>	5 ft.	10 ft. min

<b>Zoning District</b>	Low-Medium Density Residential Zoning District (R-2/SP-BSMP)	
<i>Accessory building</i>	5 ft. for single-story	5 ft. for single-story
<i>Alley Loaded garage</i>	4 ft. min	4 ft. min
<i>Detached garage</i>	5 ft. min	5 ft. min
*Front yard is defined as the primary street frontage		
*Front and street side setbacks measured from back of walk		
*No interior side yard setbacks required for attached units.		
*All building setbacks measured from the finished outside building edge (not the studs).		
<b>Distance between building on same lot</b>		
<b>Single-story</b>	10 ft. min	10 ft. min
<b>Two-story</b>	10 ft. min	10 ft. min
*When two building of mixed height are adjacent to each other, the distance for the taller structure applies.		
<b>Building Height</b>		
<i>Main Building</i>	45 ft. max, not to exceed three stories	
<i>Accessory Building</i>	15 ft. max, not to exceed one-story	
*Height exceptions permitted per the Yuba City Zoning Code.		
<b>Parking</b>		
<b>Detached Units</b>	2 spaces per unit (spaces in garage may be tandem or side-by-side)	
<b>Attached Units</b>	Per the Yuba City Zoning Code	

### Medium – High Density Residential

**Table A-3: Medium – High Density Residential Development Standards**

<b>Zoning District</b>	Multi-Family Residential Zoning District (R-3/SP-BSMP)	
<b>Density</b>	12.0 – 36.0 dwelling units/gross acre	
<b>Lot size range</b>	N/A	
<b>Lot configuration</b>	Townhome	Multi-Family Complex
<b>Lot width</b>		
<i>Interior Lot</i>	N/A	N/A
<i>Corner Lot</i>	N/A	N/A
<b>Lot depth</b>	N/A	N/A
<b>Lot Coverage</b>	N/A	N/A
<b>Building Setbacks</b>		
<b>Front Yard</b>		
<i>Main building</i>	10 ft. min	15 ft. min
<i>Porches and Courtyards</i> (minimum 6 ft. deep by 8 ft. wide)	5 ft. min (A minimum of 60% of all dwelling units shall include)	5 ft. min
<i>Garage</i>	20 ft. (if fronting on a public road)	N/A
<b>Side Yard</b>		
<i>Interior</i>	0-3 ft. min	10 ft. min between buildings per story
<i>Corner</i>	10 ft. min	10 ft. min

<b>Rear Yard</b>		
<i>Main building</i>	10 ft. min	10 ft. min
<i>Accessory building</i>	4 ft. min	4 ft. min
<i>Alley Loaded Garage</i>	4 ft. min	4 ft. min
<i>*Front yard is defined as the primary street frontage.  *Front and street side setbacks measured from back of walk  *All multi-family units to be alley/rear loaded.  *No interior side yard setbacks for attached units.  *All building setbacks measured from the finished outside building edge (not the studs).</i>		
<b>Distance between building on same lot</b>		
	0 ft. min	10 ft. min per story
<b>Building Height</b>	48 ft. max, not to exceed four stories	
<i>*Height exceptions permitted per the Yuba City Zoning Code.</i>		
<b>Common Open Space for Multi-family Units</b>	250 s.f. per unit (does not include balcony, porch)	
<b>Parking</b>		
<b>Parking requirements</b>	Per the Yuba City Zoning Code	

### ***Residential Design Guidelines***

These design guidelines are in addition to the guidelines set forth in the Citywide Design Guidelines (The City of Yuba City Design Guidelines) addressing single-family and multi-family residential developments, if and when adopted by the City.

### ***The Site and Context Guidelines***

#### ***Edge Treatments***

Apply the buffer guidelines from the Yuba City Urban-Rural Edge report (Appendix B) as reasonably determined appropriate by the City. While this report did not anticipate expansion of the City’s boundary to incorporate the BSMP Area, the guidelines establish roadway buffer, access and trail, landscape planting and site furnishing treatments that should be applied to the buffers as shown in Figure 4-5 in Chapter 4, Mobility.

## **Appendix B: Yuba City Urban-Rural Edge report**

### **Edits/Revisions**

This document will be included as Appendix B to the Master Plan.

# Bogue-Stewart Master Plan Public Facilities Financing Plan

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## **FINAL REPORT**

Prepared by New Economics & Advisory

April 19, 2019

# Section 1: Introduction, Key Assumptions, and Summary of Findings

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## Introduction

This report presents a Financing Plan for Backbone Infrastructure and Public Facilities required to serve the Bogue Stewart Master Plan (BSMP or Project) which is proposed for annexation and development in Yuba City (City). The BSMP is generally bordered by Bogue Road to the north, Levee Road to the east, Stewart Road to the south, and South Walton Avenue to the west. The Project is outside the current City limits and is proposing to annex into the City.

The BSMP will add approximately 2,500 residential units of various densities, 9 acres of office park uses, 45 acres of commercial, 56 acres of Business, Technology, and Light Industrial development, and 170 acres of parks, recreation, open space, public facilities and roads and circulation. The BSMP has been broken into three phases: Phase 1 (Newkom Ranch), Phase 2 (Kells East), and Phase 3 (the “Remainder Area”).

**Figure 1** shows the location of and proposed land uses within the BSMP.

## Purpose

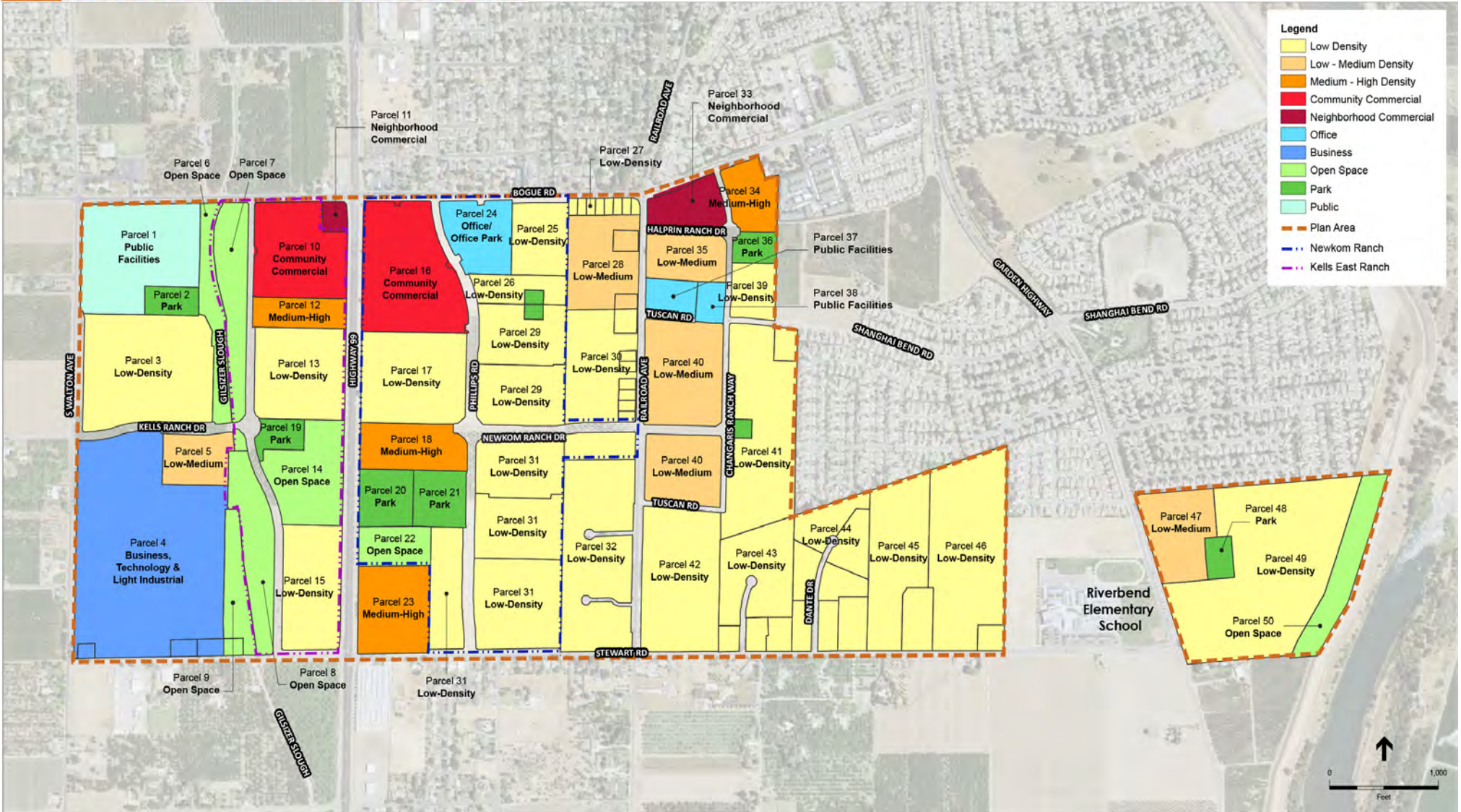
This Financing Plan describes how a variety of major capital improvements needed to serve the BSMP will be funded as the Project builds out. The Financing Plan synthesizes the estimated cost and timing of major capital improvements needed to serve new development in the BSMP and documents the funding sources available to fund these improvements. The Financing Plan is designed to provide the City with critical information regarding the cost of needed improvements, the ability to fund these items with existing and/or new sources of funding, and the availability and timing of revenues to fund each improvement.

A series of Technical Appendices follow the end of this report; these appendices contain supporting calculations for many of the findings presented herein.

- **Appendix A** (page 28) contains the map exhibits which illustrate the design of each major infrastructure type and display the location of key facilities.
- **Appendix B** (page 33) contains detailed engineer’s cost estimates for backbone infrastructure.
- **Appendix C** (page 74) contains a summary of backbone infrastructure by facility type and shows the estimated cost and funding responsibility of each.
- **Appendix D** (page 80) contains a series of tables which allocate the backbone infrastructure costs to each land use type within the Project based on a set of usage factors.



**1 BSMP Map**  
**Bogue-Stewart Master Plan Public Facilities Financing Plan**





## Key Assumptions and Considerations

Several key points and assumptions inherent in this Financing Plan are essential to its results. The major assumptions and points of emphasis, described in detail throughout this Report and Technical Appendices, are summarized below.

- **There are several property owners within the BSMP, although Phases 1 and 2 are controlled by two entities. The exact timing and sequencing of development is not clear at this stage; however, this Financing Plan assumes that Newkom Ranch will be constructed first, followed by Kells East.** The remainder area is comprised of many different owners and will likely follow Newkom Ranch. Other technical studies prepared for the Project indicate that it may not reach full buildout until 2040 or later.
- **The capital construction costs included in this Financing Plan are based upon cost estimates provided by MHM Engineering on October 29, 2018 and are expressed in 2018 dollars.** These cost estimates were only provided for Phase 1, Phase 2, and Buildout. Phase 3 costs were calculated by deducting Phase 1 and 2 costs from the Buildout total. This methodology has been discussed and conceptually agreed-upon by the Project engineer (MHM Consulting) and the City, but is subject to refinement. Should Phase 3 be constructed in advance of other phases, backbone costs will differ from those used in this Financing Plan.
- **Subdivision improvements are not included in this Financing Plan.** The Financing Plan focuses on major capital improvements only. These large-scale improvements are designed to serve multiple large lots within the proposed project. Subdivision-level improvements, such as neighborhood streets and associated utility improvements, will need to be undertaken separately and privately by builders and/or developers.

## Summary of Findings

- **Total Cost.** The total cost to provide backbone infrastructure and onsite public facilities necessary to serve the Project (including softs costs and contingency) is \$79.1 million. This cost includes physical improvements such as roadways, sewer, water, storm drainage, landscaping, and neighborhood parks. In addition, the Project will pay development impact fees, including the Countywide fee and the City's existing Development Impact Fee.
- **Cost by Phase.** Since different phases of development have varying levels of backbone infrastructure required and quantities of development, the cost burden by phase differs. Phase 1 (Newkom Ranch) has an estimated burden of \$26.2 million, Phase 2 (Kells East) has an estimated burden of \$17.2 million, and Phase 3 (the Remainder Area) has an estimated cost burden of \$35.4 million, pending actual development sequencing. The Financing Plan shows costs broken down by major phase of development, as defined above.

- **Oversizing/ Reimbursement.** Since much of the infrastructure needed to serve the entire Project must be constructed at the beginning of BSMP development, initial developers/builders may be conditioned to construct facilities that are required to serve their individual projects which may be larger than their “fair share.” In these instances, reimbursement agreements will be established with developers that fund and construct initial infrastructure, who will be repaid by the fee revenue generated from subsequent development.

The developer(s) of Phase 1 and Phase 2 are going to have to bear upfront costs which are higher than what they would otherwise be required to pay compared to a new BSMP fee. These developers will be owed reimbursements from fee revenue generated by development in the Remainder Area. However, as noted in the Bogue-Stewart Master Plan Urban Decay Study prepared by New Economics on August 17, 2018 full buildout of the Project may not occur until 2040 or later. This lengthy absorption timeline will require developers of Phase 1 and Phase 2 to carry the cost of oversized improvements for many years, unless the Remainder Area can absorb more quickly than currently anticipated

- **Fee Credits.** According to City Staff, a majority of the Backbone improvements for the BSMP is not contained within existing fee programs (with the Project being located outside the existing Sphere of Influence), and therefore no fee credits have been identified. It is possible that some oversizing credits could be attributed to the sewer and water lines. This will be determined through a reconciliation of improvements by the City at a later time and included in future subdivision map agreement(s).
- **Proposed New BSMP Fee:** This Financing Plan proposes that new backbone infrastructure to serve the Project will be funded through a new special funding district, which is proposed to be developed and administered as a public funding program, and initial fee rates by land use and total cost burdens have been calculated.
- **Community Facilities District.** A CFD (or multiple CFDs) may be formed to finance the construction of necessary backbone infrastructure. Based on the likely home prices in the Project and the existing and future taxes and assessments placed on the properties, the Project could support up to \$15.0 million in CFD bond proceeds at Buildout.

There is relatively little capacity for a new infrastructure CFD on the property, since the schools CFD absorbs a large portion of the total property taxes and assessments that can be placed upon a property until reaching a maximum of 1.8 percent of land value. The City’s CFD policies actually allow for taxes and assessments to reach up to 2.0 percent of land value, but 1.5 percent to 1.8 percent is a more typical range and we have used the high end of this range (1.8 percent) for the purposes of the analysis.

- Financial Feasibility Considerations.** Given the amount of infrastructure required by the Project, and the fact that the Project must fund all of this infrastructure internally without sharing it with other existing or future areas of the City, there are concerns about financial feasibility of the Project. **Figure 2** shows the total estimated cost burden of residential units in the Project, including existing development impact fees and required onsite infrastructure, as a percentage of the estimated home values.

As shown, the total fee burden of the Project is estimated to exceed 20 percent of the current residential sale prices, which is higher than what is considered typical for a financially-feasible project. This does not account for some infrastructure oversizing requirements that will occur in early phases of the Project, in which the cost burdens will be even higher.

In addition, the fees due at BSMP are significantly higher than those in other similar areas in the region. These results are significant “red flags” about the Project’s overall financial feasibility and ability to absorb the high cost of infrastructure compared to land values in the market. Because of this high cost burden, the Project may remain undeveloped up until the point at which home prices reach a more profitable threshold, other new development that would share in some of the infrastructure costs is identified, and/or infrastructure improvement obligations are reduced.

## 2

### *Summary of Per-Unit Cost-Burden*

*Bogue-Stewart Master Plan Public Facilities Financing Plan*

<b>Land use</b>	Low Density	Low-Medium Density	Medium-High Density
<i># of Units</i>	1,328	430	759
Building Permit/ Processing Fees	\$9,200	\$8,300	\$6,800
Existing Fee Programs	\$53,200	\$53,100	\$41,600
Onsite Infrastructure and Public Facilities	\$28,300	\$21,900	\$12,800
<b>Total Cost Burden</b>	<b>\$90,600</b>	<b>\$83,300</b>	<b>\$61,200</b>
Estimated Sale Price [1]	\$427,500	\$351,500	\$228,000
<b>Cost Burden as a % of Estimated Sale Price</b>	<b>21.19%</b>	<b>23.70%</b>	<b>26.85%</b>

[1] Home prices provided by the City based on sales in comparable communities in Yuba City.

## Section 2: BSMP Land Uses

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### BSMP Overview

The BSMP is a master planned community that includes mix of residential users of various densities, a significant amount of commercial development, and a prominent allocation of open space. **Figure 1** in the previous section contains an illustrative version of the land use plan. **Figure 3** shows a more detailed depiction of the planned developable and non-developable land uses (in acres for all uses as well as residential units and non-residential building square feet) within the BSMP.

The BSMP proposes up to 2,517 residential units which will include low density, low-medium density, and medium-high density. While the low-density product takes up the majority of the residential land use, low-density, low-medium density, and high-medium density products can be seen throughout all areas of the project.

In addition, approximately 1.2 million square feet of Commercial, Office, and Business, Technology, and Light Industrial will also be included in the plan. Parks and open space are also important aspects of the BSMP and comprise approximately 84 acres or 11% of total Project acreage.

### Phasing

The BSMP is expected to develop in phases. Development phases will be influenced by market demand and infrastructure requirements. For purposes of this analysis, the Financing Plan assumes that Phase 1 consists of the Newkom Ranch project, which will begin development before other phases. This Phase 1 is driven by the installation of certain major road improvements that will serve subsequent development; the accompanying sewer, water, and drainage constructed along with these road segments facilitate development of up to 643 residential units and 338,243 commercial building square feet.

Kells East (Phase 2) of the BSMP consists of 270 residential units and 161,172 commercial building square feet. Remainder Area (Phase 3) of the BSMP consists of 1,604 residential units and 657,318 commercial building square feet.

### 3 Land Use Summary

#### Bogue-Stewart Master Plan Public Facilities Financing Plan

Land Use	Phase 1		Phase 2		Phase 3		Buildout	
	Acres	Res. Units/ Comm. Sq. Ft.	Acres	Res. Units/ Comm. Sq. Ft.	Acres	Res. Units/ Comm. Sq. Ft.	Acres	Res. Units/ Comm. Sq. Ft.
<b>Residential Development</b>								
Low Density	95.0	427	29.0	147	245.0	754	369.0	1,328
Low/Medium Density	0.0	0	0.0	0	62.6	430	62.6	430
Medium/High Density	9.0	216	5.3	123	17.7	420	32.0	759
<b>Subtotal Residential</b>	<b>104.0</b>	<b>643</b>	<b>34.3</b>	<b>270</b>	<b>325.3</b>	<b>1,604</b>	<b>463.6</b>	<b>2,517</b>
<b>Commercial/Business Development</b>								
Neighborhood Commercial [2]	0.0	0	0.0	0	7.2	82,328	7.2	82,328
Community Commercial	21.5	229,779	15.2	161,172	0.0	0	36.7	390,951
Office & Office Park [2]	8.6	108,464	0.0	0	0.0	0	8.6	108,464
Business, Technology, and Light Industrial	0.0	0	0.0	0	55.8	574,990	55.8	574,990
<b>Subtotal Comm./Business Development</b>	<b>30.1</b>	<b>338,243</b>	<b>15.2</b>	<b>161,172</b>	<b>63.0</b>	<b>657,318</b>	<b>108.3</b>	<b>1,156,733</b>
<b>Public/Quasi-Public Areas</b>								
Park, Recreation & Open Space	17.6	NA	36.0	NA	30.6	NA	84.2	0
Public Facilities	0.0	NA	0.0	NA	27.5	NA	27.5	0
Roads and Circulation	18.6	NA	9.8	NA	29.6	NA	58.0	0
<b>Subtotal Public/Quasi-Public Areas</b>	<b>36.2</b>	<b>NA</b>	<b>45.8</b>	<b>NA</b>	<b>87.7</b>	<b>NA</b>	<b>169.7</b>	<b>0</b>
<b>TOTALS</b>								
Acres	170.3		95.3		476.0		741.6	
Residential Units		643		270		1,604		2,517
Commercial Sq. Ft.		338,243		161,172		657,318		1,156,733

Source: Land Use Table provided by ESA, November, 2018.  
 Prepared by New Economics & Advisory, April 2019.

# Section 3: Capital Improvements and Public Facilities

## Introduction

This section summarizes the backbone infrastructure and onsite public facilities that will be required to serve the Project.

**Figure 4** provides a summary of the cost of Backbone Infrastructure and Public Facilities costs for the BSMP at Buildout and at each major phase. As shown, Phase 1 costs amount to \$26.2 million, Phase 2 costs equal \$17.3 million, Phase 3 costs equal \$35.4 million and at buildout costs are expected to reach \$79.1 million. These improvements include Road, Sewer, Water, Drainage, Neighborhood Parks, and Open Space improvements, further described below.

### **4** Summary of Project Infrastructure and On-Site Public Facilities Costs 2018\$

Item	Total Cost/ To be Funded by BSMP			
	Phase 1	Phase 2	Phase 3	Buildout
<b>Backbone Infrastructure [1]</b>				
Roadways	\$12,128,926	\$7,132,602	\$11,157,427	\$30,588,332
Sewer	\$1,625,283	\$1,302,543	\$3,586,115	\$6,513,941
Water	\$2,326,071	\$2,078,611	\$3,214,933	\$7,619,614
Drainage	\$9,687,843	\$4,203,676	\$6,480,429	\$20,371,948
<b>Subtotal Infrastructure</b>	<b>\$25,768,123</b>	<b>\$14,717,431</b>	<b>\$24,438,904</b>	<b>\$65,093,835</b>
<b>Public Facilities</b>				
Neighborhood Parks	\$308,235	\$1,134,557	\$8,220,602	\$9,663,394
Open Space	\$0	\$1,344,139	\$2,449,763	\$3,793,901
Special District Formation/ Updates	\$137,845	\$53,315	\$308,840	\$500,000
<b>Subtotal Public Facilities</b>	<b>\$446,080</b>	<b>\$2,532,010</b>	<b>\$10,979,205</b>	<b>\$13,957,295</b>
<b>Total Infrastructure and Public Facilities</b>	<b>\$26,214,203</b>	<b>\$17,249,441</b>	<b>\$35,418,109</b>	<b>\$79,051,131</b>

[1] Includes contingency factors. All costs provided by MHM Incorporated, August, 2018.

Sources: MHM Incorporated, City of Yuba City, and New Economics.

Prepared by New Economics & Advisory, April 2019.

## Infrastructure Approach

The overall strategy for the funding of major capital improvements is that new improvements needed to serve BSMP will be funded by a new Project-specific funding

source, while improvements that have regional benefit and are already in the City's CIP will be funded by other existing sources.

Project developer(s) will construct all Project Roads, Sewer, Water, and Drainage; these facilities will be dedicated to the City, which will then absorb responsibility for future maintenance. This section contains a detailed discussion of Backbone Infrastructure improvements by category, estimated costs, and anticipated funding sources.

## Roadway Improvements

MHM Incorporated prepared estimated costs for the backbone Roadway improvements necessary to serve the Project. As described in the Key Assumptions Section of this report, internal (aka subdivision) streets will be funded and constructed by individual builders or land developers, and are not included in this Financing Plan.

**Figure A-1** in **Appendix A** shows the backbone Roadway network, and the location of major facilities within the Project. BSMP backbone Roadway improvements include construction or enhancement to segments of Phillips Road, Bogue Road, Stewart Road, and Newkom Ranch Drive, Gilsizer Ranch Way, Kells Ranch Drive, South Walton Avenue, Garden Highway, and Railway Avenue, as well as intersection and interchange improvements, and traffic signals. **Appendix B** contains the detailed engineer's cost estimates for these improvements.

**Figure C-1** in **Appendix C** lists the major backbone Roadway infrastructure improvements, the estimated cost for each, and the financing and funding allocation for each. As shown, the BSMP developer is expected to finance and construct all Project Roadway improvements, except for a small portion of Bogue Road. As shown, Phase 1 backbone Roadway costs amount to \$12.1 million, Phase 2 costs are estimated at \$7.1 million, Phase 3 costs are estimated at \$11.1 million, and at buildout Roadway costs are expected to reach \$30.6 million. These improvements include Roadway costs (including Median/Center Lane improvements and Stormwater Pollution Prevention Plan (SWPPP) Improvements), traffic signals, and other miscellaneous roadway items.

## Sewer Improvements

The City will accept completed sewer improvements (subject to the City's standard conditions) and provide sewer collection and treatment services for the Project. Sewer improvements consist of Project improvements, which include items located within the Project itself, and Off-Site improvements, which are partially located beyond the boundaries of the Project. **Figure A-2** in **Appendix A** shows the proposed sewer infrastructure system. Sewer improvements include gravity-fed transmission lines, force mains, lift stations, and pump stations. **Appendix B** contains detailed cost estimates for these improvements.

**Figure C-2** summarizes all Project Sewer infrastructure improvements, the estimated cost of each improvement, and the source that will finance and ultimately fund each item. As



shown, Backbone Sewer costs are estimated to amount to \$1.6 million in Phase 1, \$1.3 million in Phase 2, \$3.6 million in Phase 3, and \$6.5 million at Project Buildout. The BSMP developer(s) are expected to finance and construct all Project water improvements.

## Water Improvements

The BSMP is expected to connect to the City water system. Distribution systems and pipelines will be dedicated to and managed by the City. Water will come primarily from the Feather River, with some minimal use of water wells. Water wells for non-potable irrigation will be required for all parks and schools over 5 acres. **Figure A-3 in Appendix A** shows the proposed water infrastructure system. **Appendix B** contains detailed cost estimates for these improvements.

**Figure C-3** summarizes all Project Water infrastructure improvements, the estimated cost of each improvement, and the source that will finance and ultimately fund each item. As shown, Backbone Water costs are estimated to amount to \$2.3 million in Phase 1, \$2.1 million in Phase 2, \$3.2 million in Phase 3, and \$7.6 million at Project Buildout. The BSMP developer(s) are expected to finance and construct all Project water improvements.

## Drainage Improvements

Stormwater drainage improvements include drainage mains, manholes, pump stations, and detention basins which will be dedicated to and managed by the City and/ or the Gilsizer Drainage District. **Figure A-4** shows drainage improvements for the Project at buildout, while **Appendix B** contains detailed cost estimates for these improvements.

**Figure C-4** summarizes all Drainage infrastructure improvements, the estimated cost of each improvement, and the source that will fund each item. As shown, Backbone Drainage costs are estimated to amount to \$9.7 million in Phase 1, \$4.2 million in Phase 2, \$6.5 million in Phase 3, and \$20.4 million at Project Buildout. The BSMP developer(s) are expected to finance and construct all Drainage improvements.

## Public Facilities

In addition to backbone infrastructure improvements, The BSMP is expected to have a series of on-site Public Facilities, including parks, trails, and open space. Other City services, including police, fire, libraries and others already have adequate sites elsewhere in the City and do not require onsite facilities at the Project. Discussions with Yuba City Fire Department have indicated that existing and future Fire Stations will be adequate to Serve the Project, and that no on-site facilities are required. Yuba City Police District has indicated that a substation may be required to serve development of the Project and that this substation would most likely occur in a leased location somewhere in the southern portion of Yuba City.

Development within the Project will be required to pay the current or determined Citywide Development Impact Fee (DIF), which funds police, fire, civic centers, corporation yards, libraries, levees, and parks and recreation. The Project will be required to pay the full Citywide DIF, and also fund the construction of onsite neighborhood parks and schools, as described below.

### **Parks and Open Space Improvements**

The BSMP land use plan includes approximately 84 acres of parks and open space, of which 23 acres is active parks. A key feature of the plan is the enhanced open space system in the detention ponds along Gilsizer Slough, in the western portion of the BSMP area. Another neighborhood park will be located in the residential areas on the northeastern portion of the site east of Railroad Avenue. The BSMP area east of Garden Highway will include a centrally located neighborhood park and an open space area along the Feather River levee.

BSMP will participate in the existing Citywide DIF to fund Community Parks and similar regional parks improvements, and will also be responsible for neighborhood parks and open space by funding these facilities and dedicating them to the City. The actual construction responsibility will be defined in the map conditions and/or Development Agreement(s).

## **Schools**

The BSMP is located within the Yuba City Unified School District (YCUSD). The project site is currently served by existing schools which would be likely to provide continued service to BSMP residents. There are no new schools or improvements to existing schools proposed in the BSMP. However, the Public land use designation on the 20-acre school site on the southeast corner of South Walton Avenue and Bogue Road would allow for the development of a school, if required.

New Economics understands that the developers of BSMP have come to an agreement with the YCUSD that they will annex into the YCUSD CFD No. 1, which funds school improvements. The YCUSD CFD No. 1 rate structure includes a component that replaces schools fees, so properties will be subject to the CFD but will not be required to pay school impact fees.

## Section 4:

# Financing and Funding Mechanisms

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**Figure 4** in the previous section of this report summarizes total backbone infrastructure Project costs by Phase and through Project Buildout. In most cases, the Project developer will be responsible for financing and construction of BSMP improvements, while in other cases a public agency may be responsible for financing and construction of BSMP improvements. Financing refers only to the advanced funding needed to pay for the construction of an improvement; in all cases, there is an existing, proposed, and/ or planned fee program or other funding source to ultimately pay for these facilities.

The Project developer is expected to finance/construct all Backbone Improvements within these categories: Roads, Sewer, Water, Drainage, and Neighborhood Parks.

### Proposed New BSMP Fee

The BSMP Fee is a proposed new fee program which would fund Project Backbone Infrastructure.

**Figure 5** summarizes the estimated costs for roadway, sewer, water, drainage, neighborhood parks, and fee formation/updates that would be funded by the BSMP Fee at buildout. Costs were allocated to BSMP developable land uses based on usage, utilizing various allocation factors specific to each infrastructure type, using the following factors:

- Roadways—Afternoon Peak-Hour Automobile Trips from the Fehr & Peers Yuba City Development Impact Fee Study Update, October 2006 (**see Figure D-1**).
- Sewer—sewer gallons used per day from the Technical Report Sanitary Sewer, prepared by MHM Incorporated, December 8, 2016 (**see Figure D-2**).
- Water—water runoff coefficients from the Technical Report Domestic water, prepared by MHM Incorporated, December 8, 2016 (**see Figure D-3**).
- Drainage— BSMP Developable Acres from the land use plan prepared by ESA, November, 2018 (**see Figure D-4**).
- Neighborhood Parks—Person-per-household factors used in the Yuba City Update of the AB 1600 Fee Justification study, prepared by Goodwin Consulting Group, October 10, 2007 (**see Figure D-5**).
- Open Space—BSMP Developable Acres from the land use plan prepared by ESA (**see Figure D-6**).
- Fee Formation and Updates—BSMP Developable Acres from the land use plan prepared by ESA, November, 2018 (**see Figure D-7**).

5

**BSMP Fee Allocation and Fee Revenue Estimate  
 2018 \$**

Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>Cost per Res. Unit or Comm. Bldg. Sq. Ft.</b>							
Roadways (see Table D-1)		\$6,656	\$6,656	\$3,846	\$29.73	\$12.79	\$0.89
Sewer (see Table D-2)		\$2,324	\$1,937	\$1,937	\$1.11	\$0.74	\$0.90
Water (see Table D-3)		\$3,103	\$2,877	\$2,218	\$0.59	\$0.37	\$0.45
Drainage (see Table D-4)		\$9,898	\$5,186	\$1,502	\$3.30	\$2.82	\$3.46
Neighborhood Parks (see Table D-5)		\$4,198	\$4,198	\$3,009	\$0.00	\$0.00	\$0.00
Open Space (see Table D-6)		\$1,843	\$966	\$280	\$0.00	\$0.00	\$0.00
Special District Formation/ Updates (see Table D-7 (see Table D-1 in Appendix D))		\$243	\$127	\$37	\$0.08	\$0.07	\$0.08
		<b>\$28,265</b>	<b>\$21,947</b>	<b>\$12,828</b>	<b>\$34.81</b>	<b>\$16.80</b>	<b>\$5.79</b>
<b>Total Fee Revenue</b>							
Phase 1 Fee Revenue	\$24,660,386	\$12,069,269	\$0	\$2,770,847	\$7,998,450	\$1,821,820	\$0
Phase 2 Fee Revenue	\$11,343,125	\$4,154,994	\$0	\$1,577,843	\$5,610,287	\$0	\$0
Phase 3 Fee Revenue	\$42,329,174	\$21,312,012	\$9,437,096	\$5,387,758	\$2,865,781	\$0	\$3,326,527
<b>Buildout Fee Revenue</b>	<b>\$78,332,684</b>	<b>\$37,536,275</b>	<b>\$9,437,096</b>	<b>\$9,736,448</b>	<b>\$16,474,518</b>	<b>\$1,821,820</b>	<b>\$3,326,527</b>

Note: Detailed calculations are shown in Appendix D.

Prepared by New Economics & Advisory, April 2019.

## Sources and Uses of Funds

**Figure 6** shows the total project cost for onsite Backbone Infrastructure and Public Facilities for Phase 1, along with the BSMP Fee revenue that would be generated from development of this Phase. As shown, the Project requires a total of approximately \$26.2 million in total Backbone Infrastructure and Public Facilities. However, only \$24.6 million from new fee revenue will be available to fund these items at the end of the phase, since the pace of development in Phase 1 will not occur quickly enough to generate all of the funding needed. The remaining “oversizing” amount of \$4.7 million must be advance-funded by the Phase 1 developer or funded through the use of an approved funding mechanism, to be repaid from fees generated from future development. However, as discussed below, the revenues generated by a CFD are not anticipated to be sufficient to fund this oversizing amount, and a net shortfall would still exist.

A more pronounced oversizing requirement occurs for Phase 2, as shown in **Figure 7**. Similar to Phase 1, revenues generated by a CFD are not likely to be sufficient to fund this oversizing amount.

By the time the Project builds out in its entirety, sufficient fee revenues will have been generated to fund all needed infrastructure improvements, as shown in **Figures 8 and 9**. Please note that the calculations shown in **Figures 7 through 9** are provided for illustrative purposes only, and assume that Phases 1, 2, and 3 occur sequentially and all development in each phase is completed before the next phase begins. These scenarios furthermore assume a “first-in-first-out” reimbursement, in which the earliest developers are the first to be repaid. The exact amounts and stipulations of the reimbursements will be defined in the actual reimbursement agreements between the City and developers.

## Cost Burden

**Figure 10** shows the total fee burden for which a low-density unit developed in the Project would be due, including existing development impact fees charged by the City, County and other agencies, as well as the BSMP Fee described previously. **Figure 10** shows that the total cost burden for a low-density unit is approximately \$90,600. This burden represents approximately 21.2 percent of the anticipated purchase price of each unit. Other residential land use types show even higher cost burdens, with Low-Medium Density at 23.7 percent of sale price and Medium-High Density at 26.9 percent. These high proportionate cost burdens may be cause for concern, since it leaves little room to fund other necessary items such as the cost to construct each home and allow for an adequate builder profit. In past market cycles, residential development has been considered “feasible” if it carries a total cost burden ratio of 20 percent or less, although this is not necessarily a hard-and-fast rule.

**6**

**Uses and Sources of Funds: Phase 1 [1]**  
*Bogue-Stewart Master Plan Public Facilities Financing Plan*

Category	Uses of Funding		Sources of Funding			
	Project Costs	Existing Fee Programs	New BSMP Fee Program	Subtotal Funding	GAP Developer Funding or Excess Fee Revenue	Net Developer Oversizing [2]
<b>Backbone Infrastructure</b>						
Roadways	\$12,128,926	\$0	\$11,891,526	\$11,891,526	(\$237,401)	(\$237,401)
Sewer	\$1,625,283	\$0	\$1,745,980	\$1,745,980	\$120,697	\$0
Water	\$2,326,071	\$0	\$1,978,843	\$1,978,843	(\$347,228)	(\$347,228)
Drainage	\$9,687,843	\$0	\$5,616,345	\$5,616,345	(\$4,071,498)	(\$4,071,498)
<b>Subtotal Infrastructure</b>	<b>\$25,768,123</b>	<b>\$0</b>	<b>\$21,232,694</b>	<b>\$21,232,694</b>	<b>(\$4,535,429)</b>	<b>(\$4,656,126)</b>
<b>Public Facilities</b>						
Neighborhood Parks	\$308,235	\$0	\$2,442,348	\$2,442,348	\$2,134,113	\$0
Open Space	\$0	\$0	\$847,499	\$847,499	\$847,499	\$0
Special District Formation/Updates	\$137,845	\$0	\$137,845	\$137,845	\$0	\$0
<b>Subtotal Public Facilities</b>	<b>\$446,080</b>	<b>\$0</b>	<b>\$3,427,691</b>	<b>\$3,427,691</b>	<b>\$6,855,383</b>	<b>\$0</b>
<b>Total Infrastructure and Public Facilities</b>	<b>\$26,214,203</b>	<b>\$0</b>	<b>\$24,660,386</b>	<b>\$24,660,386</b>	<b>\$2,319,954</b>	<b>(\$4,656,126)</b>

Note: This is an illustrative example that assumes that each phase builds in sequence, with Phase 2 beginning after the completion of Phase 1, and so on.

[1] Fee credits are available for existing infrastructure. They are to be determined.

[2] Net developer oversizing represents the amount that the developer would need to come out of pocket to fund necessary backbone infrastructure. It is assumed that excess fees paid for certain facilities could not be used. For instance, excess fees paid for sewer could not be used to fund roadways. Subject to refinement.

Sources: New Economics, the City of Yuba City, and MHM Engineering.

Prepared by New Economics & Advisory, April 2019.

7

**Uses and Sources of Funds: Phase 2 [1]**  
*Bogue-Stewart Master Plan Public Facilities Financing Plan*

Category	Uses of Funding		Sources of Funding				
	Project Costs	Reimbursement to Phase 1 Development	Existing Fee Programs	New BSMP Fee Program	Subtotal Funding	Net BSMP Fee Revenue Available	GAP Developer Funding or Excess Fee Revenue [2]
<b>Backbone Infrastructure</b>							
Roadways	\$7,132,602	\$237,401	\$0	\$6,242,795	(\$237,401)	\$6,005,394	(\$1,127,208)
Sewer	\$1,302,543	(\$120,697)	\$0	\$758,905	\$120,697	\$879,602	(\$422,941)
Water	\$2,078,611	\$347,228	\$0	\$823,359	(\$347,228)	\$476,132	(\$1,602,479)
Drainage	\$4,203,676	\$4,071,498	\$0	\$2,172,245	(\$4,071,498)	(\$1,899,253)	(\$6,102,928)
<b>Subtotal Infrastructure</b>	<b>\$14,717,431</b>	<b>\$4,535,429</b>	<b>\$0</b>	<b>\$9,997,304</b>	<b>(\$4,535,429)</b>	<b>\$5,461,875</b>	<b>(\$9,255,556)</b>
<b>Public Facilities</b>							
Neighborhood Parks	\$1,134,557	(\$2,134,113)	\$0	\$987,140	\$2,134,113	\$3,121,253	\$1,986,696
Open Space	\$1,344,139	(\$847,499)	\$0	\$305,366	\$847,499	\$1,152,864	(\$191,275)
Special District Formation/Updates	\$53,315	\$0	\$0	\$53,315	\$0	\$53,315	\$0
<b>Subtotal Public Facilities</b>	<b>\$2,532,010</b>	<b>(\$2,981,612)</b>	<b>\$0</b>	<b>\$1,345,820</b>	<b>\$2,981,612</b>	<b>\$4,327,432</b>	<b>\$1,795,422</b>
<b>Total Infrastructure and Public Facilities</b>	<b>\$17,249,441</b>	<b>\$1,553,817</b>	<b>\$0</b>	<b>\$11,343,125</b>	<b>(\$1,553,817)</b>	<b>\$9,789,307</b>	<b>(\$7,460,134)</b>

Note: This is an illustrative example that assumes that each phase builds in sequence, with Phase 2 beginning after the completion of Phase 1, and so on.

[1] Fee credits are available for existing infrastructure. They are to be determined.

[2] Net developer oversizing represents the amount that the developer would need to come out of pocket to fund necessary backbone infrastructure. It is assumed that excess fees paid for certain facilities could not be used. For instance, excess fees paid for sewer could not be used to fund roadways. Subject to refinement.

Sources: New Economics, the City of Yuba City, and MHM Engineering.

Prepared by New Economics & Advisory, April 2019.



8

**Uses and Sources of Funds: Phase 3**  
*Bogue-Stewart Master Plan Public Facilities Financing Plan*

Category	Uses of Funding		Sources of Funding				
	Project Costs	Reimbursement to Phase 2 Development	Existing Fee Programs	New BSMP Fee Program	Subtotal Funding	GAP Developer Funding or Excess Fee Revenue	Net Developer Oversizing [2]
<b>Backbone Infrastructure</b>							
Roadways	\$11,157,427	\$1,127,208	\$0	\$12,454,011	(\$1,127,208)	\$11,326,804	\$0
Sewer	\$3,586,115	\$422,941	\$0	\$4,009,057	(\$422,941)	\$3,586,115	\$0
Water	\$3,214,933	\$1,602,479	\$0	\$4,817,411	(\$1,602,479)	\$3,214,933	\$0
Drainage	\$6,480,429	\$6,102,928	\$0	\$12,583,357	(\$6,102,928)	\$6,480,429	\$0
<b>Subtotal Infrastructure</b>	<b>\$24,438,904</b>	<b>\$9,255,556</b>	<b>\$0</b>	<b>\$33,863,837</b>	<b>(\$9,255,556)</b>	<b>\$33,863,837</b>	<b>\$0</b>
<b>Public Facilities</b>							
Neighborhood Parks	\$8,220,602	(\$1,986,696)	\$0	\$6,233,906	\$1,986,696	\$8,220,602	\$0
Open Space	\$2,449,763	\$191,275	\$0	\$1,922,591	(\$191,275)	\$1,731,316	(\$718,446)
Special District Formation/Updates	\$308,840	\$0	\$0	\$308,840	\$0	\$308,840	\$0
<b>Subtotal Public Facilities</b>	<b>\$10,979,205</b>	<b>(\$1,795,422)</b>	<b>\$0</b>	<b>\$8,465,337</b>	<b>\$1,795,422</b>	<b>\$8,465,337</b>	<b>(\$718,446)</b>
<b>Total Infrastructure and Public Facilities</b>	<b>\$35,418,109</b>	<b>\$7,460,134</b>	<b>\$0</b>	<b>\$42,329,174</b>	<b>(\$7,460,134)</b>	<b>\$42,329,174</b>	<b>(\$718,446)</b>

Note: This is an illustrative example that assumes that each phase builds in sequence, with Phase 2 beginning after the completion of Phase 1, and so on.

[1] Fee credits are available for existing infrastructure. They are to be determined.

[2] Net developer oversizing represents the amount that the developer would need to come out of pocket to fund necessary backbone infrastructure. It is assumed that excess fees paid for certain facilities could not be used. For instance, excess fees paid for sewer could not be used to fund roadways. Subject to refinement.

Sources: New Economics, the City of Yuba City, and MHM Engineering.

Prepared by New Economics & Advisory, April 2019.

## 9

**Uses and Sources of Funds: Buildout [1]***Bogue-Stewart Master Plan Public Facilities Financing Plan*

Category	Uses of Funding		Sources of Funding		
	Project Costs	Existing Fee Programs	New BSMP Fee Program	Subtotal Funding	GAP Developer Funding or Excess Fee Revenue
<b>Backbone Infrastructure</b>					
Roadways	\$30,588,332	\$0	\$30,588,332	\$30,588,332	\$0
Sewer	\$6,513,941	\$0	\$6,513,941	\$6,513,941	\$0
Water	\$7,619,614	\$0	\$7,619,614	\$7,619,614	\$0
Drainage	\$20,371,948	\$0	\$20,371,948	\$20,371,948	\$0
<b>Subtotal Infrastructure</b>	<b>\$65,093,835</b>	<b>\$0</b>	<b>\$65,093,835</b>	<b>\$65,093,835</b>	<b>\$0</b>
<b>Public Facilities</b>					
Neighborhood Parks	\$9,663,394	\$0	\$9,663,394	\$9,663,394	\$0
Open Space	\$3,793,901	\$0	\$3,075,455	\$3,075,455	\$718,446
Special District Formation/Updates	\$500,000	\$0	\$500,000	\$500,000	\$0
<b>Subtotal Public Facilities</b>	<b>\$13,957,295</b>	<b>\$0</b>	<b>\$13,238,849</b>	<b>\$13,238,849</b>	<b>\$718,446</b>
<b>Total Infrastructure and Public Facilities</b>	<b>\$79,051,131</b>	<b>\$0</b>	<b>\$78,332,684</b>	<b>\$78,332,684</b>	<b>\$718,446</b>

Note: This is an illustrative example that assumes that each phase builds in sequence, with Phase 2 beginning after the completion of Phase 1, and so on.

[1] Fee credits are available for existing infrastructure. They are to be determined.

Sources: New Economics, the City of Yuba City, and MHM Engineering.

Prepared by New Economics & Advisory, April 2019.

## 10 Summary of Total Cost Burden 2018 \$

Cost Category	Fee Per Residential Unit			Fee Per Non-Residential Building Square Foot			Notes
	Low Density	Low/ Medium Density	Medium/ High Density	Retail	Office	Business, Technology & Light Industrial	
<b>Assumptions</b>							
Estimated Sales Price Per Unit [1]	\$427,500	\$351,500	\$228,000	N/A	N/A	N/A	
Estimated Sq. Ft. per Unit	2,250	1,850	1,200				
Building Valuation	\$314,843	\$258,871	\$167,916	\$167	\$167	\$167	From ICC Building Valuation data. Assumes Type-IV Construction.
<b>BUILDING PERMIT/PROCESSING FEES</b>							
Building Permit Fee	\$3,148	\$2,589	\$1,679	\$1.67	\$1.67	\$1.67	1% of valuation for <=\$250,000. 0.9% for >\$250k,
Plan Check Fee	\$1,574	\$1,294	\$840	\$1.09	\$1.09	\$1.09	50% of Building Permit Fee for residential; 65% for non-residential
Seismic (SMIP) Fee	\$41	\$34	\$22	\$0.05	\$0.05	\$0.05	Based on building valuation
GIS/ Technology Fee	\$299	\$246	\$160	\$0.16	\$0.16	\$0.16	Based on building valuation
Green Building Fee	\$13	\$10	\$7	\$0.01	\$0.01	\$0.01	Based on building valuation
Air Quality Fee	\$15	\$15	\$15	\$0.00	\$0.06	\$0.04	
Fire Dept. Plan Review Fee	\$664	\$664	\$664	\$0.00	\$0.00	\$0.00	24% of building plan review
Planning Dept. Plan Review	\$2,765	\$2,765	\$2,765	\$0.00	\$0.00	\$0.00	Assumes Planning Commission for Res; no fee for Comm. See Planning Fee Schedule.
Engineering Plan Review	\$500	\$500	\$500	\$0.00	\$0.00	\$0.00	2% of engineer's estimate of civil site work; fee amount shown is a high-level estimate
Building Admin. Fee	\$166	\$166	\$166	\$0.00	\$0.00	\$0.00	
<b>Subtotal Building Permit/Processing Fees</b>	<b>\$9,185</b>	<b>\$8,283</b>	<b>\$6,816</b>	<b>\$2.97</b>	<b>\$3.03</b>	<b>\$3.01</b>	
<b>EXISTING FEE PROGRAMS</b>							
Yuba City Citywide Development Impact Fee [2]	\$24,930	\$24,930	\$16,351	\$10.18	\$3.92	\$0.73	From 2018 fee schedule
Gilsizer Drainage District Fee	\$414	\$340	\$221	\$0.18	\$0.18	\$0.18	From 2018 fee schedule
Sutter County Development Impact Fee	\$3,596	\$3,596	\$2,577	\$0.58	\$0.82	\$0.28	From 2018 fee schedule
Levee Fee	\$3,783	\$3,783	\$2,712	\$0.61	\$0.86	\$0.30	From 2018 fee schedule
Sewer Connection Fee	\$7,115	\$7,115	\$6,403	tbd [3]	tbd [3]	tbd [3]	
Water Connection Fee	\$8,349	\$8,349	\$8,349	tbd [3]	tbd [3]	tbd [3]	Assumes a 1" line for residential
Water Service Tie-In Fee	\$4,373	\$4,373	\$4,373	tbd [3]	tbd [3]	tbd [3]	Assumes a 1" line for residential
Water Meter Fee	\$592	\$592	\$592	tbd [3]	tbd [3]	tbd [3]	Assumes a 1" line for residential
Schools	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	No school fees due if in Yuba City USD CFD 1 (which BSMP will annex into)
<b>Subtotal Existing Fees</b>	<b>\$53,152</b>	<b>\$53,078</b>	<b>\$41,578</b>	<b>\$11.55</b>	<b>\$5.79</b>	<b>\$1.50</b>	
<b>PROPOSED NEW FEE PROGRAMS</b>							
<b>BSMP Fee</b>							
Roadway	\$6,656	\$6,656	\$3,846	\$29.73	\$12.79	\$0.89	Estimated in Figure D-1.
Sewer	\$2,324	\$1,937	\$1,937	\$1.11	\$0.74	\$0.90	Estimated in Figure D-2.
Water	\$3,103	\$2,877	\$2,218	\$0.59	\$0.37	\$0.45	Estimated in Figure D-3.
Drainage	\$9,898	\$5,186	\$1,502	\$3.30	\$2.82	\$3.46	Estimated in Figure D-4.
Neighborhood Parks	\$4,198	\$4,198	\$3,009	\$0.00	\$0.00	\$0.00	Estimated in Figure D-5.
Open Space	\$1,843	\$966	\$280	\$0.00	\$0.00	\$0.00	Estimated in Figure D-6.
Admin.	\$243	\$127	\$37	\$0.08	\$0.07	\$0.08	Estimated in Figure D-7.
<b>Subtotal New Fee Programs</b>	<b>\$28,265</b>	<b>\$21,947</b>	<b>\$12,828</b>	<b>\$34.81</b>	<b>\$16.80</b>	<b>\$5.79</b>	
<b>Total Cost Burden Per Residential Unit/Bldg. Sq. Ft.</b>	<b>\$90,602</b>	<b>\$83,308</b>	<b>\$61,222</b>	<b>\$49.33</b>	<b>\$25.62</b>	<b>\$10.30</b>	
<b>Percent of Estimated Sales Price</b>	<b>21.2%</b>	<b>23.7%</b>	<b>26.9%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	

[1] Home prices provided by the City based on sales in comparable communities in Yuba City.

[2] Citywide development impact fees shown are the adopted rates from the 2018 City Fee Schedule.

[3] Sewer/ water fees for non-residential vary by the size and number of fixtures and meters to serve each specific development, which is unknown at this time. This information could be estimated in a future update with assistance from the City and/ or developer.

Prepared by New Economics &amp; Advisory, April 2019.

## Fee Comparison

New Economics has also compared the estimated publicly administered fee burden at BSMP to other nearby development in Yuba, Sutter, and Placer Counties in **Figure 11**. As shown, at \$90,600 the fee burden at BSMP is significantly higher than other areas, which range from \$55,200 in Lincoln Village 7 to \$62,800 in the Southern Portion of the Plumas Lake Specific Plan.

## Financing Mechanism: Proposed Infrastructure CFD

It is possible that municipal debt in the form of a Mello Roos Community Facilities District (CFD) may be used to finance the backbone infrastructure required to serve the Project. The 1982 CFD Act enables cities, counties, and special districts to establish CFDs and to levy special taxes on property to fund facilities and/ or services. The establishment of a CFD requires a two thirds approval from voters located within the CFD boundaries; however, if less than 12 registered voters exist within the boundary, a landowner election is held with each acre of land representing one vote.

If a CFD bond issuance is used to finance infrastructure at the BSMP, the estimated amount of bond proceeds for construction could be \$3.8 million for Phase 1, \$1.7 million for Phase 2, \$10.0 million for Phase 3, and \$15.0 million at buildout, as shown in **Figure 12**.

As described in the “Sources and Uses of Funds” section above, shortfalls projected to occur for early phases of development, and a CFD is not likely to be sufficient to “cure” these deficits. For example, the BSMP Fee revenues are projected to be approximately \$4.7 million less than the cost of required infrastructure needed by the end of Phase 1, the \$3.8 million in bond proceeds that would be available through the issuance of a CFD for Phase 1 is not adequate to cover the total oversizing amount needed at the end of the phase. Therefore, the developer(s) would need to come out of pocket to fund these items but would be due reimbursements when fee revenue is generated from subsequent phases.

This bond proceeds amount assumes annual maximum special tax rates of approximately \$140 to \$3,000 per unit, which would generate annual tax revenues shown in **Figure 13**. These Infrastructure CFD rates allow the total taxes and assessments to reach 1.80 percent of the total estimated home value, as shown in **Figure 14**. Besides the 1.0% General Property Tax levy, the Yuba City USD CFD No. 1 (at approximately \$900 to \$1,500 per unit per year) absorbs a very large proportion of the available taxing capacity and impedes the ability to create a larger CFD with more bonding capacity.

# 11

## Summary of Total Fee Burden, Yuba City, Plumas Lake Specific Plan, and Lincoln 2,250 Sq. Ft. Production Home on Typical Lot

Fee Program	BSMP	Yuba City	Northern PLSP	Southern PLSP	Lincoln Village 7
Sq. Ft. Per Unit	2,250	2,250	2,250	2,250	2,250
Building Permit/ Processing	\$9,185	\$9,185	\$4,369	\$4,369	\$3,261
City/County Dev. Impact Fee (DIF)	\$28,526 [1]	\$28,526 [1]	\$8,505	\$8,505	\$2,078
Plan Area Fees	\$28,265	\$0	\$0	\$0	\$0
Roads/ Traffic	\$0	\$0	\$5,361	\$5,361	\$11,416
Water Fee	\$13,314	\$13,314	\$3,890	\$3,890	\$21,696
Sewer Fee	\$7,115	\$7,115	\$7,135	\$7,435	\$6,444
Refuse Container Fee	\$0	\$0	\$0	\$0	\$85
Drainage Impact Fee	\$414	\$414	\$2,400	\$2,849	\$1,795
Levee Impact Fee	\$3,783	\$3,783	\$21,291	\$21,291	\$0
Quimby Fee	\$0	\$0	\$338	\$338	\$0
Park Impact Fee	\$0	\$0	\$6,524	\$6,524	\$603
Fire Impact Fee	\$0	\$0	\$2,260	\$2,260	\$0
Cemetery Fee	\$0	\$0	\$0	\$0	\$206
Community Service	\$0	\$0	\$0	\$0	\$7,608
School Fees [2]	\$0	\$0 [8]	\$0	\$0	\$0
<b>Total Cost Burden Per Residential Unit</b>	<b>\$90,602</b>	<b>\$62,337</b>	<b>\$62,073</b>	<b>\$62,822</b>	<b>\$55,193</b>
<i>% of BSMP</i>	<i>100%</i>	<i>69%</i>	<i>69%</i>	<i>69%</i>	<i>61%</i>

[1] Includes Yuba Citywide DIF and Sutter County Fee. Yuba City DIF includes components for roadways, parks, police, fire, civic center, corporation yard, library, and levees.

[2] According to the City and YCUSD, The BSMP will be exempt from school fees and instead will be required to annex to YCUSD CFD No 1 to fund schools. Therefore, school fees are excluded from this fee comparison in all jurisdictions and should be considered additive for each project.

Sources: Yuba City, Yuba City USD, Yuba County, City of Lincoln, and New Economics.

Prepared by New Economics & Advisory, April 2019.

## 12 *Estimated Bond Proceeds* 2018\$

Item	Assumption	Phase 1	Phase 2	Phase 3	Buildout
Total Maximum Annual Special Tax Revenues		\$389,100	\$177,480	\$1,046,620	\$1,567,600
Less Admin.	4.00%	(\$15,564)	(\$7,099)	(\$41,865)	(\$62,704)
Less Delinquency Coverage	10%	(\$38,910)	(\$17,748)	(\$104,662)	(\$156,760)
<b>Estimated Gross Debt Service</b>		<b>\$334,626</b>	<b>\$152,633</b>	<b>\$900,093</b>	<b>\$1,348,136</b>
Bond Size [1]		\$3,989,013	\$1,819,507	\$10,729,841	\$16,070,874
Proceeds Assuming 2% Annual Tax Escalation		\$4,786,816	\$2,183,408	\$12,875,809	\$19,285,049
<b>Rounded Bond Size</b>		<b>\$4,800,000</b>	<b>\$2,200,000</b>	<b>\$12,900,000</b>	<b>\$19,300,000</b>
Capitalized Interest	18 months	(\$486,000)	(\$222,750)	(\$1,306,125)	(\$1,954,125)
Reserve Fund	1 yr debt service	(\$334,626)	(\$152,633)	(\$900,093)	(\$1,348,136)
Formation & Issuance Costs	5%	(\$240,000)	(\$110,000)	(\$645,000)	(\$965,000)
<b>Total Bond Proceeds</b>		<b>\$3,739,374</b>	<b>\$1,714,617</b>	<b>\$10,048,782</b>	<b>\$15,032,739</b>

Prepared by New Economics & Advisory, August 2015.

[1] Assumes 25 year term, 6.75% interest rate.

Prepared by New Economics & Advisory, April 2019.

**13** *Estimated Maximum Annual Special Tax Revenue at Buildout*  
 2018\$

Item	Developable Land Uses							Total
	Residential Units			Acres				
	Low Density	Low/ Medium Density	Medium/ High Density	Retail	Office	Business		
<b>Residential Units/Commercial Acres</b>								
Phase 1	427	0	216	0.00	8.60	0.00	<b>8.60</b>	
Phase 2	147	0	123	15.20	0.00	0.00	<b>15.20</b>	
Phase 3	754	430	420	7.20	0.00	55.80	<b>63.00</b>	
<b>Buildout</b>	<b>1,328</b>	<b>430</b>	<b>759</b>	<b>7.20</b>	<b>8.60</b>	<b>55.80</b>	<b>71.60</b>	
<b>Estimated Maximum Special Tax for Infrastructure [1]</b>	<b>\$780</b>	<b>\$490</b>	<b>\$140</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$3,000</b>		
<b>Estimated Maximum Annual Special Tax Revenue</b>								
Phase 1	\$333,060	\$0	\$30,240	\$0	\$25,800	\$0	<b>\$389,100</b>	
Phase 2	\$114,660	\$0	\$17,220	\$45,600	\$0	\$0	<b>\$177,480</b>	
Phase 3	\$588,120	\$210,700	\$58,800	\$21,600	\$0	\$167,400	<b>\$1,046,620</b>	
<b>Buildout</b>	<b>\$1,035,840</b>	<b>\$210,700</b>	<b>\$106,260</b>	<b>\$21,600</b>	<b>\$25,800</b>	<b>\$167,400</b>	<b>\$1,567,600</b>	

[1] Residential rates are the maximum amounts allowable in order to achieve a 1.8% total property tax burden. Commercial rates are placeholder estimates and are provisional and subject to refinement.  
 Prepared by New Economics & Advisory, April 2019.



## 14 2% Test on Residential Development 2018 \$

Item	Residential Uses		
	Low Density	Low/ Medium Density	Medium/ High Density
Estimated Average Sale Price [1]	\$427,500	\$351,500	\$228,000
Less Homeowner's Exemption	(\$7,000)	(\$7,000)	(\$7,000)
Estimated Taxable Value	\$420,500	\$344,500	\$221,000
<hr/>			
General Property Tax	\$4,205	\$3,445	\$2,210
<b>Ad Valorem Taxes</b>			
Yuba City Unified 1999 D S - C	\$198	\$163	\$104
Yuba City Unified 2004-1 D S	\$145	\$119	\$76
YCCD 2006 D S - C	\$39	\$32	\$20
YCCD 2006 D S - A	\$26	\$22	\$14
YCCD 2006 D S - B	\$40	\$32	\$21
<b>Subtotal Ad Valorem Taxes</b>	<b>\$448</b>	<b>\$367</b>	<b>\$236</b>
<b>Existing Additional Special Taxes</b>			
Levee District #1 Direct Assessment	\$13	\$13	\$13
Maintenance Area No. 16 Z-4	\$0	\$0	\$0
Levee #1 Additional Assessment	\$11	\$11	\$11
Sutter Butte Flood Control	\$123	\$123	\$123
Maintenance Area No. 7 Z-4	\$0	\$0	\$0
Yuba City USD CFD No. 1 [2]	\$1,518	\$1,277	\$886
<b>Subtotal Special Taxes</b>	<b>\$1,665</b>	<b>\$1,424</b>	<b>\$1,033</b>
<b>New BSMP LLMD [3]</b>	<b>\$175</b>	<b>\$175</b>	<b>\$175</b>
<b>Proposed New CFD for Services [4]</b>	<b>\$425</b>	<b>\$425</b>	<b>\$310</b>
<b>Proposed New CFD for Infrastructure [5]</b>	<b>\$782</b>	<b>\$489</b>	<b>\$137</b>
<b>Total Annual Taxes and Assessments</b>	<b>\$7,700</b>	<b>\$6,325</b>	<b>\$4,100</b>
<i>Total Annual Taxes and Assessments as % of Sale Price</i>	<i>1.80%</i>	<i>1.80%</i>	<i>1.80%</i>

[1] Home prices provided by the City based on sales in comparable communities in Yuba City.

[2] Assumes that BSMP will annex into the Yuba City Unified School District CFD No. 1 to fund schools facilities.

[3] According to City staff, BSMP will be subject to a Lighting and Landscaping Maintenance District (LLMD) to fund the operations and maintenance of street lights, landscaping, signage, etc. Rates shown are preliminary and similar to other comparable development areas in the City. Actual rates are to be determined, and will be based on actual

[4] Assumes that BSMP will be charged the same rate for a Services CFD as other new development in the City.

[5] Based on available taxing capacity to reach City's desired maximum of 1.8% of home price.

Sources: Sutter County and Yuba City.

Prepared by New Economics & Advisory, April 2019.

## Section 5: Implementation Considerations

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This report describes a conceptual Financing Plan to fund Project infrastructure and public facilities, and contemplates that specific arrangements between the Project developer(s) (and/or future property owners) and affected public service providers will be needed to implement the concepts outlined here. In addition, there are numerous steps identified in mitigation measures and conditions of approval that would need to be taken to formalize these arrangements, and to set the various funding mechanisms in place. This section contains a discussion of some of the highest-priority items that should be considered by Project stakeholders.

### **Creation of New Fee Program**

This Financing Plan contemplates the formation of a new special financing district, which could include a publicly administered fee program for the BSMP. The proposed new BSMP Fee program would include the backbone infrastructure items described in this report, including backbone Roadways, Sewer, Water, Drainage, and Neighborhood Parks improvements. Should this fee program be desired, a formal Fee Nexus Study for such a fee program would need to be prepared and adopted by the City.

### **Creation of New Community Facilities District(s)**

One or more Mello-Roos Community Facilities Districts (CFDs) could be established to provide special tax revenue for public services and maintenance and bond financing. Bond financing could provide funding for Backbone Infrastructure and/or Public Facility improvements needed during the early phases of development, before sufficient fees have been collected or other sources of revenue obtained. The bonds would be repaid through special taxes levied on property within the CFD boundaries. The parameters of the CFD, including special tax rates, the list of eligible improvements, bond debt authorization, and the amount and type of property included in the district would be established and approved by the City prior to creation of the district.

### **Updates to Existing Development Impact Fee Programs**

The City may wish to update its existing DIF program, since it was last updated in 2007. It is possible that certain facilities that are described in this Financing Plan and are required to serve BSMP have regional benefit and could be added to the City's DIF. This would have the effect of reducing the fee burden on the BSMP and could help facilitate the

development of the Project.

## **Fee Credits and Reimbursements**

The Project developers who control significant land holdings in the Project (or subsequent developers/builders) may need to advance fund and/or construct some offsite and/or regional Backbone Infrastructure and/or Public Facility improvement projects in the early phases of development. If a developer/builder is required to advance fund or provide shortfall funding for offsite and/or regional projects, the developer/builder will also likely be entitled to future reimbursements from those development areas generating fees for those facilities.

Fee credit/reimbursement programs for existing and proposed development fee programs will require agreement between the developers, the City, and any other applicable agencies who will administer the fee programs. The policies and procedures for providing fee credits and reimbursements will set forth in the implementation documents for the fee programs or CFD(s).

# Appendix A: Backbone Infrastructure Edits

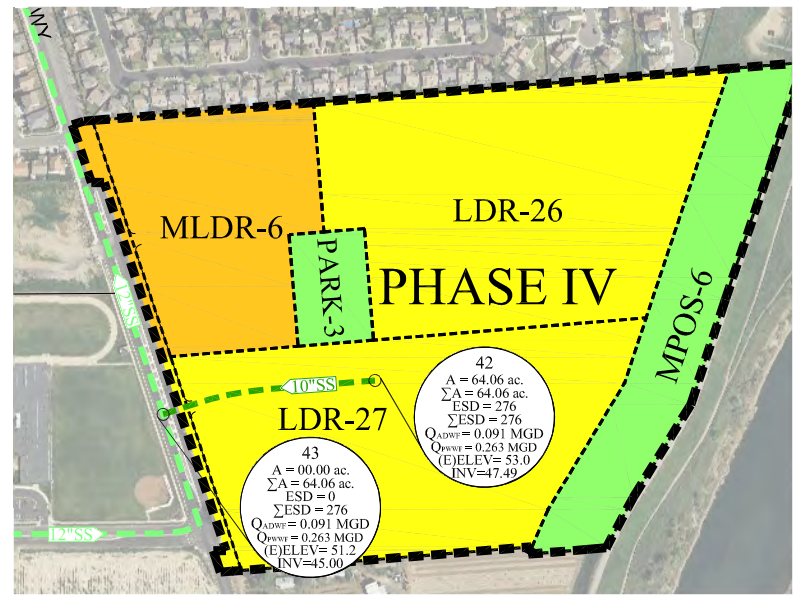
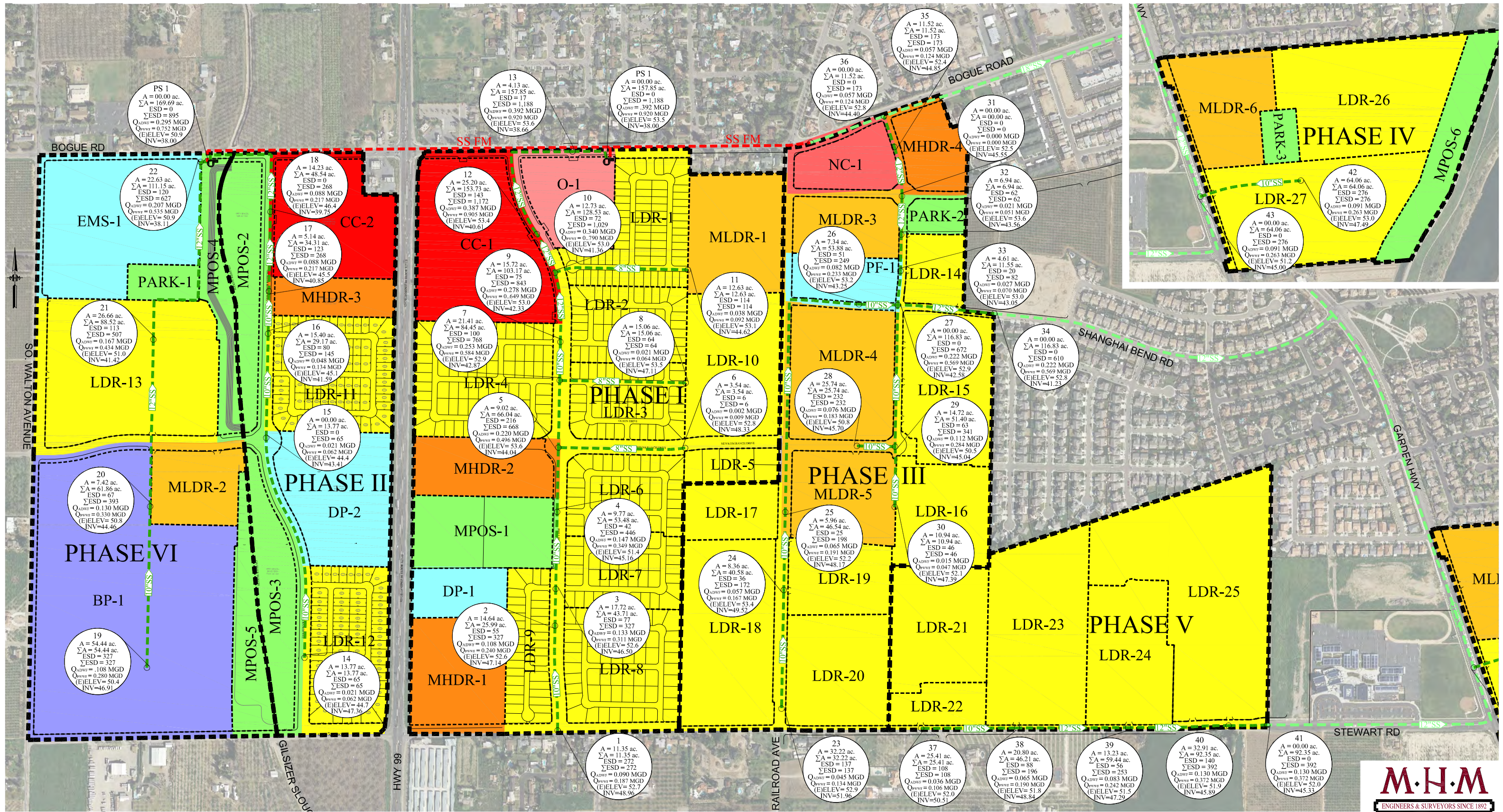
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(To Be Provided)



**SANITARY SEWER SYSTEM - CONCEPTUAL LAYOUT**

YUBA CITY, CALIFORNIA  
 DECEMBER 8, 2016

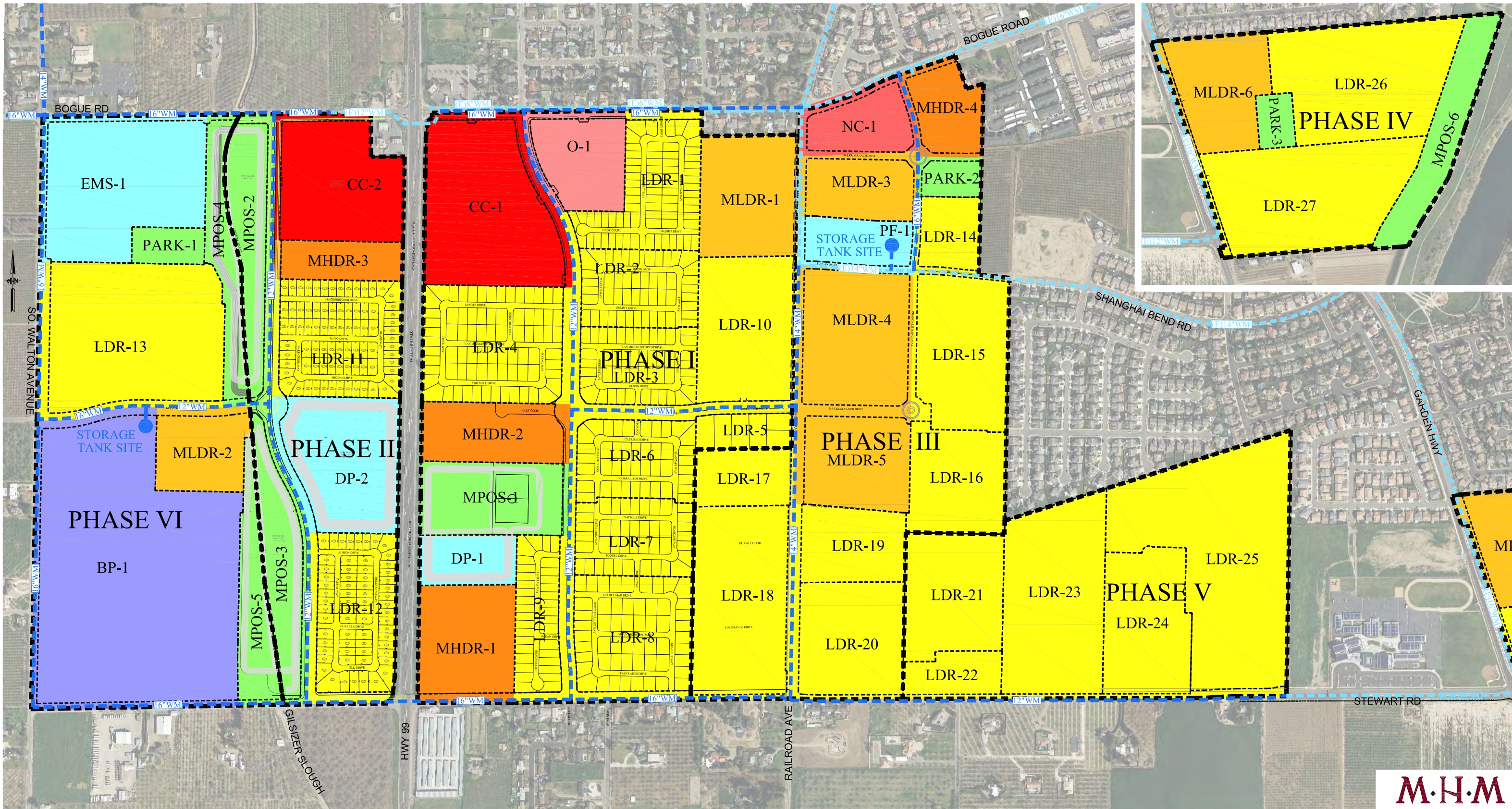


**M.H.M.**  
 ENGINEERS & SURVEYORS SINCE 1892  
 1204 E STREET, P.O. BOX B TEL: 530.742.6485  
 MARYSVILLE, CA 95901 FAX: 530.742.5639



# DOMESTIC WATER SUPPLY - CONCEPTUAL LAYOUT

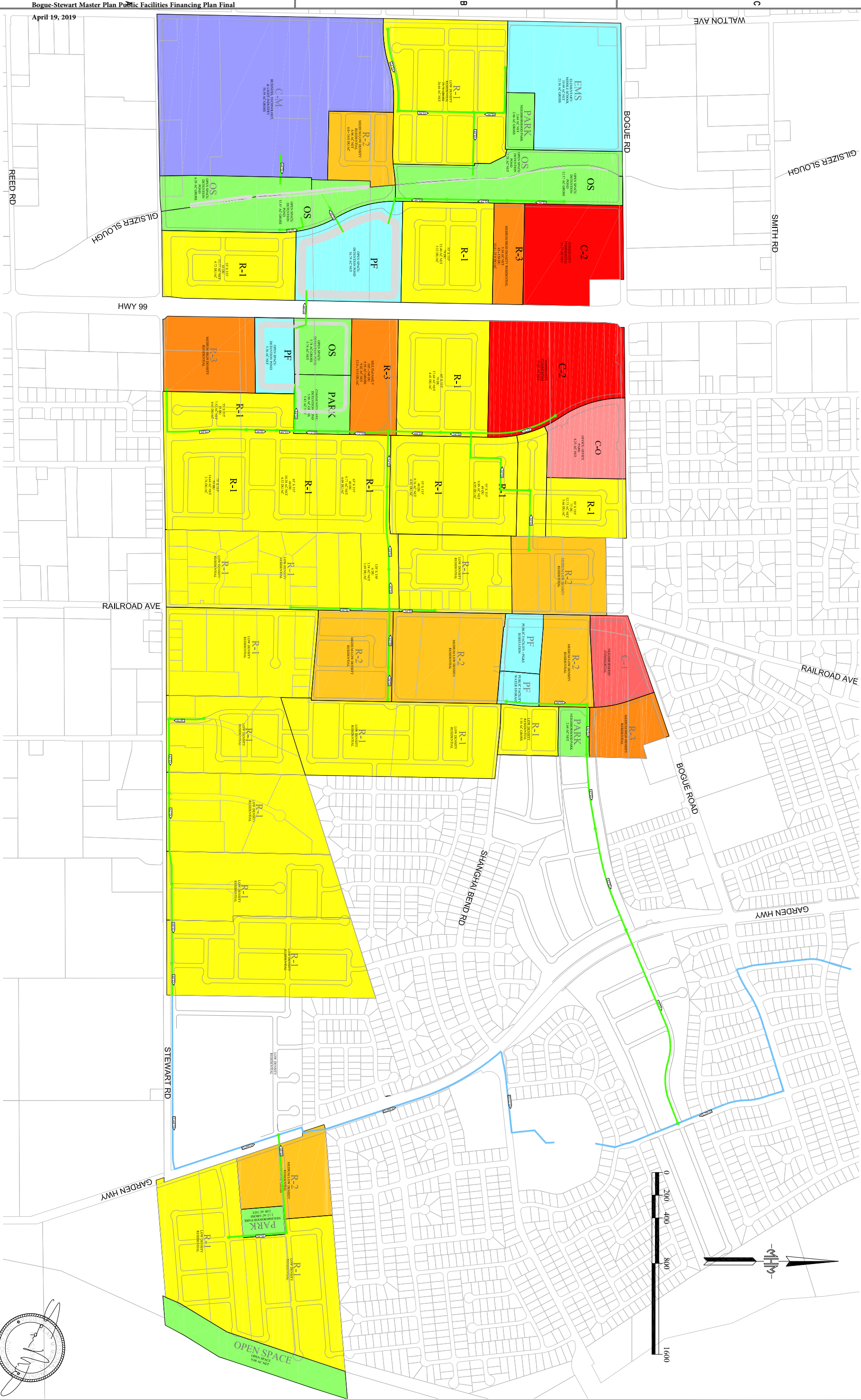
YUBA CITY, CALIFORNIA  
DECEMBER 8, 2016





# A-4 Drainage Infrastructure Exhibit

## Bogue-Stewart Master Plan Public Facilities Financing Plan



April 19, 2019

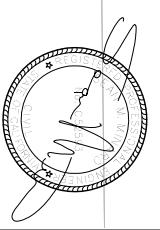
REED RD

HWY 99

RAILROAD AVE

STEWART RD

GARDEN HWY



Bogue Stewart Master Plan Area  
Proposed Drainage Improvements  
Yuba City, California  
CEM Properties

Job Title:  
**LAND USE PLAN  
BOGUE STEWART MASTER  
PLAN AREA**

Designed by: MHM INCORPORATED	Date: 8-14-16	Rev. 100%
Dwn by: TJM	Reviewed by: JMS	Design file no: 13134
Submitted by:	Drawing Code:	File name: 8-14-16
Sean M Minard RCE 52593	Plot date: 8-14-16	Plot scale:

Symbol	Description	Date	Approved



# Appendix B: Detailed Engineer's Cost Estimates

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# Overall Summary Costs By Phase and By Facility Type

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Summary of Costs by Phase and by Facility Type											
	Road	Road - Median/Center Lane	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities	Total
<b>Amounts Before Contingency, Inspection, Eng., Survey, Etc.</b>											
Newkom Ranch	\$8,547,481	\$459,700	\$7,339,275	\$1,762,175	\$1,231,275	\$181,400	\$233,511	\$0	\$0	\$0	\$19,754,817
Kells East	\$5,056,337	\$235,500	\$3,184,603	\$1,574,705	\$986,775	\$111,649	\$859,513	\$0	\$1,018,287	\$0	\$13,027,369
Remainder Area	\$7,973,453	\$397,071	\$4,909,416	\$2,435,555	\$2,716,754	\$210,388	\$6,227,729	\$0	\$1,855,881	\$0	\$26,726,247
<b>Total [1]</b>	<b>\$21,577,271</b>	<b>\$1,092,271</b>	<b>\$15,433,294</b>	<b>\$5,772,435</b>	<b>\$4,934,804</b>	<b>\$503,437</b>	<b>\$7,320,753</b>	<b>\$0</b>	<b>\$2,874,168</b>	<b>\$0</b>	<b>\$59,508,433</b>
<b>Amounts After Contingency, Inspection, Eng., Survey, Etc. (32%)</b>											
Newkom Ranch	\$11,282,674	\$606,804	\$9,687,843	\$2,326,071	\$1,625,283	\$239,448	\$308,235	\$0	\$0	\$0	\$26,076,358
Kells East	\$6,674,365	\$310,860	\$4,203,676	\$2,078,611	\$1,302,543	\$147,377	\$1,134,557	\$0	\$1,344,139	\$0	\$17,196,126
Remainder Area	\$10,524,958	\$524,134	\$6,480,430	\$3,214,933	\$3,586,115	\$277,712	\$8,220,602	\$0	\$2,449,763	\$0	\$35,278,647
<b>Total</b>	<b>\$28,481,997</b>	<b>\$1,441,798</b>	<b>\$20,371,948</b>	<b>\$7,619,614</b>	<b>\$6,513,941</b>	<b>\$664,537</b>	<b>\$9,663,394</b>	<b>\$0</b>	<b>\$3,793,901</b>	<b>\$0</b>	<b>\$78,551,131</b>
<p>[1] Total of Newkom Ranch, Kells East, and Remainder Area (\$53.8 million) does not match the original total at BSMP Buildout (\$48.7 million) due to oversizing in Phase 1 and 2.                      Source: Bogue Stewart Master Plan Area - Estimate for Fee Program, August 24, 2018.                      Prepared by New Economics &amp; Advisory, October 2018.</p>											

# **BSMP Area Buildout Backbone Infrastructure Cost Estimates**

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CITY OF YUBA CITY  
BOGUE STEWART MASTER PLAN AREA IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Section	RCVD. BY	DATE		
Bogue Stewart Master Plan Area - Estimate for Fee Program		S.M. Minard	24-Aug-18		
MIM PROJECT NO.	QTY. BY	IN	CONST. INDEX		
13-134	J. Mallon	22-Feb-16	11116.42		
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX		
1	S. Minard	24-Aug-18	6042.91		
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule C (Bogue Road Improvements) (Gas Station Frontage) (230.0') (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)</b>					
1	Mobilization/Demobilization	1	LS	\$3,806.60	3,806.60
2	Clearing and Grubbing	0.4	AC	398.00	159.20
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Concrete/curb Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (includes Subgrade Compaction)	890 (F)	CY	2.50	2,225.00
6	Class 2 Aggregate Base	1,270 (F)	TON	18.00	22,860.00
7	Asphalt Concrete (Type B)	310 (F)	TON	95.00	29,450.00
8	Minor Concrete (Sidelwalks)(0.50 - feet)	1,750	LF	16.00	28,000.00
9	Minor Concrete (Sidelwalks)(0.50 - feet)	1,280	SF	4.10	5,283.20
10	Minor Concrete (Bus Turnout - scope includes valley gutter, concrete, type A curb, and 6' x 16' concrete pad)	1	LS	12,500.00	12,500.00
11	Class 2 Aggregate Base (0.50 - feet)(under sidewalk)	110 (F)	TON	25.00	2,750.00
12	Minor Concrete (ADA Access Ramp)	4	EA	1,500.00	6,000.00
13	Remove Asphalt Concrete	13,400	SF	0.65	8,810.00
14	Roadside Sign - One Post	2	EA	300.00	600.00
15	Survey Monument	2	EA	600.00	1,200.00
16	18 inch Class 4 Reinforced Concrete Pipe	2	EA	4,770.00	9,540.00
17	Type DR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	2	EA	4,770.00	9,540.00
18	Type DR 1 - Storm Drain Drop Inlet	1	EA	2,120.00	2,120.00
19	12 inch Class 3 VCP or 12 inch Epoxy Ductile Iron Pipe	230	LF	11.00	2,530.00
20	16 inch Class 1 VCP or 8 inch Epoxy Ductile Iron Pipe	230	LF	35.00	8,050.00
21	Type SS1 - Sanitary Sewer Manhole	2	EA	10,600.00	21,200.00
22	Pavement Rehabilitation	3	LS	1,500.00	4,500.00
23	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	1	EA	4,300.00	4,300.00
24	SWPPP - Temporary Silt Fence	670 (F)	LF	1.00	670.00
25	SWPPP - Temporary Storm Drain Inlet Filter Bags	4	EA	95.00	380.00
26	SWPPP - Temporary Fiber Rolls and Geotext Bags	320 (F)	LF	2.60	832.00
27	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
28	SWPPP - Construction Waste Management	1	LS	4,500.00	4,500.00
29	SWPPP - Erosion Control Sedimentation	1	LS	1.00	1.00
30	SWPPP - Erosion Control Sedimentation	0.40	SF	640.00	256.00
31	Dry Utilities (includes street light, fiber-optic)	1	EA	0.00	0.00
<b>Total Bid Schedule C = \$194,136.80</b>					
<b>Bid Schedule D (Bogue Road Improvements) (Glikzer Ranch Way to Existing Gas Station) (670.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parking, 6' sidewalk)</b>					
1	Mobilization/Demobilization	1	LS	\$10,223.60	10,223.60
2	Clearing and Grubbing	1.1	AC	398.00	437.80
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Concrete/curb Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (includes Subgrade Compaction)	2,550 (F)	CY	2.50	6,375.00
6	Class 2 Aggregate Base	3,690 (F)	TON	18.00	66,420.00
7	Asphalt Concrete (Type B)	960 (F)	TON	95.00	91,200.00
8	Minor Concrete (Sidelwalks)(0.50 - feet)	1,750	LF	16.00	28,000.00
9	Minor Concrete (Sidelwalks)(0.50 - feet)	4,020	SF	4.10	16,482.00
10	Minor Concrete (Bus Turnout - scope includes valley gutter, concrete, type A curb, and 6' x 16' concrete pad)	1	LS	12,500.00	12,500.00
11	Class 2 Aggregate Base (0.50 - feet)(under sidewalk)	110 (F)	TON	25.00	2,750.00
12	Minor Concrete (ADA Access Ramp)	4	EA	1,500.00	6,000.00
13	Remove Asphalt Concrete	13,400	SF	0.65	8,810.00
14	Roadside Sign - One Post	2	EA	300.00	600.00
15	Survey Monument	1	EA	600.00	600.00
16	Landscape Planting (if Parkway Area)	5,000	SF	1.20	6,000.00
17	Integration System (if Parkway Area)	5,000	SF	0.55	2,750.00
18	18 inch Class 4 Reinforced Concrete Pipe	2	EA	4,770.00	9,540.00
19	Type DR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	2	EA	4,770.00	9,540.00
20	Type DR 1 - Storm Drain Drop Inlet	1	EA	2,120.00	2,120.00
21	16 inch Class 1 VCP or 8 inch Epoxy Ductile Iron Pipe	670	LF	11.00	7,370.00
22	16 inch Water Gate Valve	2	EA	4,500.00	9,000.00
23	Type M1 - Fire Hydrant Assembly	2	EA	7,850.00	15,700.00
24	12 inch Class 3 VCP or 12 inch Epoxy Ductile Iron Pipe	670	LF	8.00	5,360.00
25	Type SS1 - Sanitary Sewer Manhole	2	EA	10,600.00	21,200.00
26	Pavement Rehabilitation	3	LS	1,500.00	4,500.00
27	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	2	EA	4,300.00	8,600.00
28	SWPPP - Temporary Silt Fence	670 (F)	LF	1.00	670.00
29	SWPPP - Temporary Storm Drain Inlet Filter Bags	4	EA	95.00	380.00
30	SWPPP - Temporary Fiber Rolls and Geotext Bags	670 (F)	LF	2.60	1,742.00
31	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
32	SWPPP - Construction Waste Management	1	LS	4,500.00	4,500.00
33	SWPPP - Erosion Control Sedimentation	1	LS	1.00	1.00
34	SWPPP - Erosion Control Sedimentation	0.40	SF	640.00	256.00
35	Dry Utilities (includes street light, fiber-optic)	1	EA	0.00	0.00
<b>Total Bid Schedule D = \$521,403.40</b>					

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
36	4 Lane Arterial - 74.0' ROW	8	EA	11,250.00	90,000.00
37	Storm Drainage	18,000	LF	1.00	18,000.00
38	Water	2,120	LF	1.00	2,120.00
39	Sewer	23,000	LF	1.00	23,000.00
40	SWPPP	12,650	LF	1.00	12,650.00
41	Neighborhood Park	16,600	SF	1.00	16,600.00
42	Community Park	0.00	SF	0.00	0.00
43	Open Space	0.00	SF	0.00	0.00
44	Dry Utilities	0.00	EA	0.00	0.00

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities
10,223.60	0.00	24,980.00	25,300.00	23,250.00	10,478.00	0.00	0.00	0.00	0.00
10,223.60	0.00	18,000.00	2,120.00	23,250.00	10,478.00	0.00	0.00	0.00	0.00

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
45	4 Lane Arterial - 74.0' ROW	0	EA	0.00	0.00
46	Storm Drainage	5,360	LF	1.00	5,360.00
47	Water	8,748	LF	1.00	8,748.00
48	Sewer	48,600	LF	1.00	48,600.00
49	SWPPP	9,540	LF	1.00	9,540.00
50	Neighborhood Park	73,700	SF	1.00	73,700.00
51	Community Park	9,000	SF	1.00	9,000.00
52	Open Space	21,465	SF	1.00	21,465.00
53	Dry Utilities	53,600	EA	1.00	53,600.00
54	Dry Utilities	16,600	EA	1.00	16,600.00
55	Dry Utilities	2,680	EA	1.00	2,680.00
56	Dry Utilities	670	EA	1.00	670.00
57	Dry Utilities	380	EA	1.00	380.00
58	Dry Utilities	1,742	EA	1.00	1,742.00
59	Dry Utilities	1,500	EA	1.00	1,500.00
60	Dry Utilities	4,500	EA	1.00	4,500.00
61	Dry Utilities	1,000	EA	1.00	1,000.00
62	Dry Utilities	256	EA	1.00	256.00
63	Dry Utilities	0.00	EA	0.00	0.00

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities
110,218.80	0.00	24,980.00	25,300.00	23,250.00	10,478.00	0.00	0.00	0.00	0.00
110,218.80	0.00	18,000.00	2,120.00	23,250.00	10,478.00	0.00	0.00	0.00	0.00

\$521,403.40

261,218.80 16,388.00 62,380.00 104,165.00 64,200.00 13,132.00 0.00 0.00 0.00 0.00



CITY OF YUBA CITY  
 BOGUE STEWART MASTER PLAN AREA IMPROVEMENTS  
 DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Section	RCVD. BY	DATE
Bogue Stewart Master Plan Area - Estimate for Fee Program		S.M. Minard	24-Aug-18
MEMO PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallon	22-Feb-16	1116.42
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX
1	S. Minard	24-Aug-18	6042.91

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule F (Bogue Road Improvements) (Gilzizer Slough to Gilzizer Ranch Way) (270.0') (South Half Only - 4' asphalt, 34' asphalt, 35' curb and gutter, 8' parkway, 10' shared path)</b>					
1	Mobilization/Demobilization	1	LS	\$4,988.70	\$4,988.70
2	Clearing and Grubbing	0.4	AC	398.00	159.20
3	Traffic Control	1	LS	8,500.00	8,500.00
4	Construction Area Signs	1	LS	3,500.00	3,500.00
5	Roadway Excavation (includes Subgrade Compaction)	1,000 (F)	CY	5.50	5,500.00
6	Class 2 Aggregate Base	1,400 (F)	TON	18.00	25,200.00
7	Asphalt Concrete (Type B)	390 (F)	TON	95.00	37,050.00
8	Minor Concrete (Barrier Curb and Gutter)	2,700	LF	16.00	43,200.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	3,700	SF	4.10	11,070.00
10	Minor Concrete (Bas Turnout - scope includes valley gutter, concrete, type A curb, and 6' x 16' concrete pad)	1	LS	12,500.00	12,500.00
11	Class 2 Aggregate Base (0.5 - feet) (under sidewalk)	70 (F)	TON	28.00	1,960.00
12	Minor Concrete (ADA Access Ramp)	8	EA	1,500.00	12,000.00
13	Remove Asphalt Concrete	11,100	SF	0.65	7,215.00
14	Signal Detector Loop Modifications	1	LS	3,500.00	3,500.00
15	Roadside Sign - One Post	4	EA	300.00	1,200.00
16	Landscape Planting (8' Parkway Area)	10,800	SF	1.40	15,120.00
17	Irrigation System (8' Parkway Area)	10,800	SF	1.62	17,496.00
18	18 inch Class 4 Reinforced Concrete Pipe	270	LF	60.00	16,200.00
19	Type PR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	4	EA	4,770.00	19,080.00
20	Type PR 4 - Storm Drain Deep Inlet	6	EA	21,200.00	127,200.00
21	10 inch Class 150 Ductile Iron Pipe	270	LF	29,700.00	7,977,000.00
22	16 inch Water Gate Valve	2	EA	4,500.00	9,000.00
23	Type M1 - Fire Hydrant Assembly	1	EA	7,950.00	7,950.00
24	Prevent Delamination	1	LS	4,500.00	4,500.00
25	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	1	EA	4,500.00	4,500.00
26	SWPPP - Temporary Silt Fence	270 (F)	LF	3.00	810.00
27	SWPPP - Temporary Storm Drain Inlet Filter Bags	6	EA	95.00	570.00
28	SWPPP - Temporary Fiber Rolls and Levee Bags	270 (F)	LF	2.60	702.00
29	SWPPP - Temporary Staked Construction Site Access	1	EA	1,500.00	1,500.00
30	SWPPP - Construction Waste Management	1	LS	4,500.00	4,500.00
31	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
32	Rate Bid (includes existing overhead dry utilities (includes electric, gas, cable, street light, fiber, etc.)	0.00	LF	650.00	0.00

270.00	0	4 Lane Arterial - 66.5' ROW
<b>Total Bid Schedule F = \$254,423.90</b>		
\$254,423.90	1,345.00	0

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
					0.00				
					810.00				
					570.00				
					702.00				
					1,500.00				
					4,500.00				
					3,000.00				
					0.00				0.00
149,732.90	6,644.00	39,520.00	47,445.00	0.00	11,882.00	0.00	0.00	0.00	0.00

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule F (Bogue Road Improvements) (South Walton Avenue to Gilzizer Slough) (1,345.0') (South Half Only - 4' asphalt, 34' asphalt, 35' curb and gutter, 8' parkway, 10' shared path)</b>					
1	Mobilization/Demobilization	1	LS	\$28,085.44	\$28,085.44
2	Clearing and Grubbing	2.1	AC	398.00	835.80
3	Traffic Control	1	LS	8,500.00	8,500.00
4	Construction Area Signs	1	LS	3,500.00	3,500.00
5	Roadway Excavation (includes Subgrade Compaction)	3,150 (F)	CY	5.50	17,325.00
6	Class 2 Aggregate Base	4,400 (F)	TON	18.00	79,200.00
7	Asphalt Concrete (Type B)	1,920 (F)	TON	95.00	182,400.00
8	Minor Concrete (Barrier Curb and Gutter)	13,500	LF	16.00	216,000.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	13,450	SF	4.10	55,145.00
10	Minor Concrete (Bas Turnout - scope includes valley gutter, concrete, type A curb, and 6' x 16' concrete pad)	1	LS	12,500.00	12,500.00
11	Class 2 Aggregate Base (0.5 - feet) (under sidewalk)	300 (F)	TON	28.00	8,400.00
12	Minor Concrete (ADA Access Ramp)	8	EA	1,500.00	12,000.00
13	Remove Asphalt Concrete	11,100	SF	0.65	7,215.00
14	Signal Detector Loop Modifications	1	LS	3,500.00	3,500.00
15	Roadside Sign - One Post	4	EA	300.00	1,200.00
16	Landscape Planting (8' Parkway Area)	10,800	SF	1.40	15,120.00
17	Irrigation System (8' Parkway Area)	10,800	SF	1.62	17,496.00
18	18 inch Class 4 RCP or 30 inch Cast-in-Place Pipe	500	LF	125.00	62,500.00
19	24 inch Class 3 RCP or 24 inch Cast-in-Place Pipe	500	LF	80.00	40,000.00
20	18 inch Class 4 Reinforced Concrete Pipe	825	LF	60.00	49,500.00
21	Type PR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	6	EA	4,770.00	28,620.00
22	Type PR 4 - Storm Drain Deep Inlet	6	EA	21,200.00	127,200.00
23	10 inch Class 150 Ductile Iron Pipe	1,350	LF	29,700.00	39,090,000.00
24	16 inch Water Gate Valve	2	EA	4,500.00	9,000.00
25	Type M1 - Fire Hydrant Assembly	1	EA	7,950.00	7,950.00
26	48 inch Class 3 VCP or 48 inch Heavy Ductile Iron Pipe	1,345	LF	325.00	437,125.00
27	Type S1 - Sanitary Sewer Manhole	1	EA	15,900.00	15,900.00
28	Prevent Delamination	1	LS	4,500.00	4,500.00
29	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	5	EA	4,500.00	22,500.00
30	SWPPP - Temporary Silt Fence	1,350 (F)	LF	3.00	4,050.00
31	SWPPP - Temporary Storm Drain Inlet Filter Bags	6	EA	95.00	570.00
32	SWPPP - Temporary Fiber Rolls and Levee Bags	1,350 (F)	LF	2.60	3,510.00
33	SWPPP - Temporary Staked Construction Site Access	1	EA	1,500.00	1,500.00
34	SWPPP - Construction Waste Management	1	LS	4,500.00	4,500.00
35	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
36	Rate Bid (includes existing overhead dry utilities (includes electric, gas, cable, street light, fiber, etc.)	0.00	LF	650.00	0.00

1,345.00	0	4 Lane Arterial - 66.5' ROW
<b>Total Bid Schedule F = \$1,432,357.24</b>		
\$1,432,357.24	0	0

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
					0.00				
					4,050.00				
					570.00				
					3,510.00				
					1,500.00				
					4,500.00				
					3,000.00				
					0.00				0.00
535,246.24	32,616.00	193,340.00	208,430.00	453,025.00	17,700.00	0.00	0.00	0.00	0.00





CITY OF YUBA CITY  
BOGUE STEWART MASTER PLAN AREA IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Section	RCVD BY	DATE		
MEM PROJECT NO.	QTY. BY	IN	CONST. INDEX		
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX		
Item No.	Item Description	Unit	Unit Price (\$/Unit)	Amount (\$)	
<b>Bid Schedule K (Stewart Road Improvements) (SR99 to Phillips Road) (1,850.0') (North Half Only - 4' asphalt, 34' asphalt, 25' curb and gutter, 8' parkway, 10' sidewalk, 12' landscape)</b>					
1	Mobilization/Demobilization	1	LS	\$19,101.70	\$19,101.70
2	Clearing and Grubbing	1.6	AC	398.00	636.80
3	Utility Control	1	LS	8,500.00	8,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (includes Subgrade Compaction)	2,730.0	CY	5.30	14,469.00
6	Class 2 Aggregate Base	1,650 (F)	TON	18.00	29,700.00
7	Asphalt Concrete (Type II)	1,000 (F)	TON	95.00	95,000.00
8	Minor Concrete (Batteries, Curb and Gutter)	4,100	LF	16.00	65,600.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	6,300	SF	4.10	25,830.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	160 (F)	TON	28.00	4,480.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	8,500	SF	0.65	5,525.00
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	2	EA	600.00	1,200.00
15	Landscape Planting (8' Parkway Area)	8,400	SF	1.40	11,760.00
16	Irrigation System (8' Parkway Area)	8,400	SF	1.62	13,608.00
17	18 inch Class 4 Reinforced Concrete Pipe	12,000	LF	69.00	828,000.00
18	18 inch Class 4 Reinforced Concrete Pipe	12,000	LF	82.00	984,000.00
19	Type FR 1 - Storm Drain Deep Inlet	1	EA	2,120.00	2,120.00
20	16 inch Class 350 Ductile Iron Pipe	1,050	LF	110.00	115,500.00
21	16 inch Class 350 Ductile Iron Pipe	1,050	LF	82.00	86,100.00
22	16 inch Water Gate Valve	4	EA	4,500.00	18,000.00
23	Type W1 - Fire Hydrant Assembly	4	EA	7,950.00	31,800.00
24	Type W14 - Double Combination Air Valve	1	EA	5,500.00	5,500.00
25	16 inch Class 3 VCP or 8 inch Epoxy Ductile Iron Pipe	630	LF	55.00	34,650.00
26	Government Dedication	1	LS	4,500.00	4,500.00
27	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	4	EA	4,500.00	18,000.00
28	Foot Solid Wall (includes foundation)	1,850	LF	225.00	415,250.00
29	SWPPP - Temporary Storm Drain Inlet Filter Bags	1,050 (F)	EA	5.70	5,985.00
30	SWPPP - Temporary Storm Drain Inlet Filter Bags	1,050 (F)	EA	5.70	5,985.00
31	SWPPP - Temporary Storm Drain Inlet Filter Bags	1,050 (F)	EA	5.70	5,985.00
32	SWPPP - Temporary Fiber Rolls and Cover Bags	1,050 (F)	EA	2.60	2,730.00
33	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
34	SWPPP - Temporary Waste Management	1	LS	1,200.00	1,200.00
35	SWPPP - Temporary Construction Signage	1	LS	2,000.00	2,000.00
36	SWPPP - Temporary Construction Signage	1	LS	3,000.00	3,000.00
37	electrical cable, street lighting, fiber optic	0.00	SF	800.00	0.00
<b>Total Bid Schedule K = 597,186.50</b>					
3974.186.50					
<b>Bid Schedule L (Stewart Road Improvements) (Phillips Road to Sea Cliff Way) (830.0') (North Half Only - 4' asphalt, 34' asphalt, 25' curb and gutter, 6' parkway, 6' sidewalk, 12' landscape)</b>					
1	Mobilization/Demobilization	1	LS	\$13,284.49	\$13,284.49
2	Clearing and Grubbing	1.27	AC	398.00	517.40
3	Utility Control	1	LS	8,500.00	8,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (includes Subgrade Compaction)	2,160 (F)	CY	5.30	11,466.00
6	Class 2 Aggregate Base	2,910 (F)	TON	18.00	52,380.00
7	Asphalt Concrete (Type II)	790 (F)	TON	95.00	75,050.00
8	Minor Concrete (Batteries, Curb and Gutter)	4,100	LF	16.00	65,600.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	4,980	SF	4.10	20,418.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	130 (F)	TON	28.00	3,640.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	8,000	SF	0.65	5,200.00
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	2	EA	600.00	1,200.00
15	Landscape Planting (8' Parkway Area)	6,700	SF	1.40	9,380.00
16	Irrigation System (8' Parkway Area)	6,700	SF	1.62	10,854.00
17	18 inch Class 4 Reinforced Concrete Pipe	12,000	LF	69.00	828,000.00
18	18 inch Class 4 Reinforced Concrete Pipe	12,000	LF	82.00	984,000.00
19	Type FR 1 - Storm Drain Deep Inlet	1	EA	4,770.00	4,770.00
20	Type FR 1 - Storm Drain Deep Inlet	3	EA	2,120.00	6,360.00
21	16 inch Class 350 Ductile Iron Pipe	4	EA	4,500.00	18,000.00
22	16 inch Water Gate Valve	4	EA	4,500.00	18,000.00
23	Type W1 - Fire Hydrant Assembly	3	EA	7,950.00	23,850.00
24	Type W14 - Double Combination Air Valve	1	EA	5,300.00	5,300.00
25	16 inch Class 3 VCP or 8 inch Epoxy Ductile Iron Pipe	1,133	LF	55.00	62,315.00
26	Government Dedication	1	LS	3,500.00	3,500.00
27	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	3	EA	4,500.00	13,500.00
28	Foot Solid Wall (includes foundation)	830	LF	225.00	186,750.00
29	SWPPP - Temporary Storm Drain Inlet Filter Bags	830 (F)	EA	5.70	4,731.00
30	SWPPP - Temporary Storm Drain Inlet Filter Bags	830 (F)	EA	5.70	4,731.00
31	SWPPP - Temporary Storm Drain Inlet Filter Bags	830 (F)	EA	5.70	4,731.00
32	SWPPP - Temporary Fiber Rolls and Cover Bags	830 (F)	EA	2.60	2,158.00
33	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
34	SWPPP - Temporary Waste Management	1	LS	1,200.00	1,200.00
35	SWPPP - Temporary Construction Signage	1	LS	2,000.00	2,000.00
36	SWPPP - Temporary Construction Signage	1	LS	3,000.00	3,000.00
37	electrical cable, street lighting, fiber optic	0.00	SF	800.00	0.00
<b>Total Bid Schedule L = 567,588.89</b>					
5677.588.89					

Item No.	Item Description	Unit	Unit Price (\$/Unit)	Amount (\$)
1	Collector - 66.5" ROW			1,050.00
2	Number of Lots -		0.00	0.00
3	ROW Width -		66.50	106.42
4	Length		AC	9.33
5	AB		1.17	1,911.70
6	Road Half		1.00	6,240.00
7	Sidewalk Width - north/west		6.00	95,000.00
8	Bike Path/Sidewalk Width		0.00	16,800.00
9	Curb and Gutter - Half		1.00	25,830.00
10	Road			4,480.00
11	Road			4,500.00
12	Road			4,950.00
13	Road			1,200.00
14	Road			1,200.00
15	Landscape and Irrigation			8,400.00
16	Island Landscape width		0.00	11,760.00
17	Storm Drainage			8,400.00
18	Storm Drainage			1,050.00
19	Storm Drainage			75,600.00
20	Storm Drainage			14,310.00
21	Water			6,360.00
22	Water			115,500.00
23	Water			89,250.00
24	Water			18,000.00
25	Water			33,390.00
26	Water			5,500.00
27	Sewer			1,050.00
28	Sewer			34,650.00
29	Road			4,500.00
30	Road			15,000.00
31	Road			4,500.00
32	Road			18,000.00
33	Road			236,250.00
34	Road			3,150.00
35	SWPPP			570.00
36	SWPPP			2,730.00
37	SWPPP			1,500.00
38	SWPPP			4,500.00
39	SWPPP			3,000.00
40	Dry Utilities			1,050.00
41	Dry Utilities			0.00
<b>Total Bid Schedule K = 597,186.50</b>				
5974.186.50				
1	Collector - 66.5" ROW			830.00
2	Number of Lots -		0.00	0.00
3	ROW Width -		66.50	55.57
4	Length		AC	9.33
5	AB		1.17	971.41
6	Road Half		1.00	5,238.00
7	Sidewalk Width - north/west		6.00	75,050.00
8	Bike Path/Sidewalk Width		0.00	12,240.00
9	Curb and Gutter - Half		1.00	20,418.00
10	Road			3,640.00
11	Road			4,500.00
12	Road			1,237.00
13	Road			600.00
14	Road			1,800.00
15	Landscape and Irrigation			6,400.00
16	Island Landscape width		0.00	9,380.00
17	Storm Drainage			830.00
18	Storm Drainage			62,400.00
19	Storm Drainage			14,310.00
20	Storm Drainage			6,360.00
21	Water			9,000.00
22	Water			91,300.00
23	Water			18,000.00
24	Water			27,030.00
25	Water			5,500.00
26	Road			3,500.00
27	Road			14,620.00
28	Road			830.00
29	Road			186,750.00
30	SWPPP			830.00
31	SWPPP			2,490.00
32	SWPPP			570.00
33	SWPPP			2,158.00
34	SWPPP			1,500.00
35	SWPPP			1,200.00
36	SWPPP			3,000.00
37	Dry Utilities			830.00
38	Dry Utilities			0.00
<b>Total Bid Schedule L = 567,588.89</b>				
5677.588.89				

Item No.	Item Description	Unit	Unit Price (\$/Unit)	Amount (\$)
1	Collector - 66.5" ROW			1,050.00
2	Number of Lots -		0.00	0.00
3	ROW Width -		66.50	106.42
4	Length		AC	9.33
5	AB		1.17	1,911.70
6	Road Half		1.00	6,240.00
7	Sidewalk Width - north/west		6.00	95,000.00
8	Bike Path/Sidewalk Width		0.00	16,800.00
9	Curb and Gutter - Half		1.00	25,830.00
10	Road			4,480.00
11	Road			4,500.00
12	Road			4,950.00
13	Road			1,200.00
14	Road			1,200.00
15	Landscape and Irrigation			8,400.00
16	Island Landscape width		0.00	11,760.00
17	Storm Drainage			8,400.00
18	Storm Drainage			1,050.00
19	Storm Drainage			75,600.00
20	Storm Drainage			14,310.00
21	Water			6,360.00
22	Water			115,500.00
23	Water			89,250.00
24	Water			18,000.00
25	Water			33,390.00
26	Water			5,500.00
27	Sewer			1,050.00
28	Sewer			34,650.00
29	Road			4,500.00
30	Road			15,000.00
31	Road			4,500.00
32	Road			18,000.00
33	Road			236,250.00
34	Road			3,150.00
35	SWPPP			570.00
36	SWPPP			2,730.00
37	SWPPP			1,500.00
38	SWPPP			4,500.00
39	SWPPP			3,000.00
40	Dry Utilities			1,050.00
41	Dry Utilities			0.00
<b>Total Bid Schedule K = 597,186.50</b>				
5974.186.50				
1	Collector - 66.5" ROW			830.00
2	Number of Lots -		0.00	0.00
3	ROW Width -		66.50	55.57
4	Length		AC	9.33
5	AB		1.17	971.41
6	Road Half		1.00	5,238.00



CITY OF YUBA CITY  
BOGUE STEWART MASTER PLAN AREA IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Suffix	RCVD. BY	DATE		
Bogue Stewart Master Plan Area - Estimate for Fee Program		S.M. Minard	24-Aug-18		
MEM PROJECT NO.	QTY. BY	IN	CONST. INDEX		
13-134	J. Mallon	22-Feb-16	11116.42		
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX		
1	S. Minard	24-Aug-18	6042.91		
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule O (Stewart Road Improvements) (480' East of Dante Drive to Riverbend School) (1,260.0') (North Half Only - 12' landscape, 5' sidewalk, 6' parking, 2.5' curb and gutter, 24' asphalt, 4' asphalt)</b>					
1	Mobilization/Demobilization	1	LS	\$33,281.82	\$33,281.82
2	Clearing and Grubbing	1.43	AC	398.00	569.21
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (includes Subgrade Compaction)	2,450 (F)	CY	5,200.00	12,740.00
6	Class 2 Aggregate Base	3,310 (F)	TON	18.00	59,580.00
7	Asphalt Concrete (Type II)	890 (F)	TON	95.00	84,550.00
8	Minor Concrete (Base/Curb and Gutter)	1,240	LF	26.10	32,364.00
9	Minor Concrete (Sidewalk) (0.50 - feet)	6,200	SF	4.10	25,830.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	160 (F)	TON	28.00	4,480.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	7,560	SF	0.65	4,914.00
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	3	EA	600.00	1,800.00
15	Landscape Planting (0' Parkway Area)	7,560	SF	1.40	10,584.00
16	Irrigation System (0' Parkway Area)	7,560	SF	1.50	11,340.00
17	Pavement Delimitation	12,900	LF	1.62	20,736.00
18	18 inch Class 4 Reinforced Concrete Pipe	360	EA	48.00	17,280.00
19	Type PB 4 - Storm Drain Junction Box (Pipes = 10 in)	6	EA	15,000.00	90,000.00
20	Type DB 7 - Storm Drain Manhole (Pipes = 30 in)	2	EA	4,500.00	9,000.00
21	Type PB 7 - Storm Drain Drop Inlet	6	EA	2,200.00	13,200.00
22	12 inch Class 150 Ductile Iron Pipe	1,260	LF	82.00	103,320.00
23	12 inch Water Gate Valve	2	EA	2,500.00	5,000.00
24	Type M1 - Fire Hydrant Assembly	2	EA	7,950.00	15,900.00
25	Type W14 - Double Combination Air Valve	1	EA	5,500.00	5,500.00
26	18 inch Class 150 Ductile Iron Pipe	1,260	LF	108.00	136,080.00
27	24 inch Class 150 Ductile Iron Pipe	3	EA	5,900.00	17,700.00
28	Pavement Delimitation	1	LS	3,500.00	3,500.00
29	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	5	EA	4,300.00	21,930.00
30	6' Road Solid Wall (includes foundation)	1,260	LF	185.00	233,100.00
31	SWPPP - Temporary Site Fence	1,260 (F)	LF	3.00	3,780.00
32	SWPPP - Temporary Storm Drain Inlet Filter Bags	6	EA	95.00	570.00
33	SWPPP - Temporary Fiber Rolls and Gevel Bags	1,360 (F)	LF	2.60	3,536.00
34	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
35	SWPPP - Construction Waste Management	1	LS	1,200.00	1,200.00
36	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
37	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
38	Site 24 Underground Draining (Overhead by Utilities) (includes electric cable, street lights, fiber-optic)	0.00	LF	6,600.00	0.00
Total Bid Schedule O = \$1,187,273.02					
<b>Bid Schedule P (Garden Highway Improvements) (480' East of Dante Drive to Riverbend School) (1,590.0') (East Frontage Only - 8' asphalt, 2.5' curb and gutter, 8' parking, 6' sidewalk, 12' landscape)</b>					
1	Mobilization/Demobilization	1	LS	\$11,189.28	\$11,189.28
2	Clearing and Grubbing	0.91	AC	548.00	500.00
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (includes Subgrade Compaction)	1,530 (F)	CY	5.50	8,415.00
6	Class 2 Aggregate Base	2,100 (F)	TON	18.00	37,800.00
7	Asphalt Concrete (Type II)	400 (F)	TON	95.00	38,000.00
8	Minor Concrete (Base/Curb and Gutter)	1,590	LF	16.00	25,440.00
9	Minor Concrete (Sidewalk) (0.50 - feet)	9,540	SF	4.10	39,114.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	340 (F)	TON	28.00	9,520.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	3,090	SF	0.65	2,009.00
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	2	EA	600.00	1,200.00
15	Landscape Planting (0' Parkway Area)	12,900	SF	1.40	17,920.00
16	Irrigation System (0' Parkway Area)	12,900	SF	1.62	20,736.00
17	Pavement Delimitation	1	LS	3,500.00	3,500.00
18	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	6	EA	4,300.00	25,800.00
19	6' Road Solid Wall (includes foundation)	1,590	LF	150.00	238,500.00
20	6' Road Solid Wall (includes foundation)	1,590	LF	185.00	293,115.00
21	SWPPP - Temporary Fiber Rolls and Gevel Bags	1,590 (F)	LF	2.60	4,134.00
22	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
23	SWPPP - Construction Waste Management	1	LS	1,200.00	1,200.00
24	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
25	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
26	Site 24 Underground Draining (Overhead by Utilities) (includes electric cable, street lights, fiber-optic)	0.00	LF	6,600.00	0.00
Total Bid Schedule P = \$570,653.48					

\$570,653.48

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrd Park	Community Park	Open Space	Dry Utilities
23,281.82	-	-	-	-	-	-	-	-	-
59,580.00	5.00	-	-	-	-	-	-	-	-
84,550.00	-	-	-	-	-	-	-	-	-
11,340.00	-	-	-	-	-	-	-	-	-
10,584.00	-	-	-	-	-	-	-	-	-
11,340.00	-	-	-	-	-	-	-	-	-
233,100.00	-	-	-	-	-	-	-	-	-
21,600.00	-	-	-	-	-	-	-	-	-
90,000.00	-	-	-	-	-	-	-	-	-
16,000.00	-	-	-	-	-	-	-	-	-
12,720.00	-	-	-	-	-	-	-	-	-
107,100.00	-	-	-	-	-	-	-	-	-
5,000.00	-	-	-	-	-	-	-	-	-
40,545.00	-	-	-	-	-	-	-	-	-
5,500.00	-	-	-	-	-	-	-	-	-
100,800.00	-	-	-	-	-	-	-	-	-
15,900.00	-	-	-	-	-	-	-	-	-
3,500.00	-	-	-	-	-	-	-	-	-
21,930.00	-	-	-	-	-	-	-	-	-
233,100.00	-	-	-	-	-	-	-	-	-
3,780.00	-	-	-	-	-	-	-	-	-
570.00	-	-	-	-	-	-	-	-	-
3,276.00	-	-	-	-	-	-	-	-	-
1,500.00	-	-	-	-	-	-	-	-	-
1,200.00	-	-	-	-	-	-	-	-	-
3,000.00	-	-	-	-	-	-	-	-	-
0.00	-	-	-	-	-	-	-	-	0.00
569,258.92	21,924.00	368,020.00	158,145.00	116,700.00	13,326.00	0.00	0.00	0.00	0.00
517,393.48	38,656.00	0.00	0.00	0.00	14,694.00	0.00	0.00	0.00	0.00

CITY OF YUBA CITY  
BOQUE STEWART MASTER PLAN AREA IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Suffix	RCVD BY S.M. Minard	DATE
Boque Stewart Master Plan Area - Estimate for Fee Program			24-Aug-18
MIW PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallon	22-Feb-16	11116.42
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX
1	S. Minard	24-Aug-18	6042.91

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule Q (Railroad Avenue Improvements) (Stewart Road to Tucson Road) (1,350.0') (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)</b>					
1	Mobilization/Demobilization	1	LS	827,324.80	827,324.80
2	Clearing and Grubbing	2.6	AC	398.00	1,034.80
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (Includes Subgrade Compaction)	3,900.00	CY	2,500.00	9,750,000.00
6	Class 2 Aggregate Base	6,620.00	TON	18.00	119,160.00
7	Asphalt Concrete (Type B)	1,700.00	TON	95.00	161,200.00
8	Minor Concrete (Barrier Curbs and Gutter)	15,500.00	SF	4.10	63,550.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	340.00	TON	28.00	9,520.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	340.00	TON	28.00	9,520.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	24,500.00	SF	0.65	15,925.00
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	2	EA	600.00	1,200.00
15	Landscape Planting (6' Parkway Area)	16,200.00	SF	1.40	22,680.00
16	Irrigation System (6' Parkway Area)	16,200.00	SF	1.50	24,300.00
17	18 inch Class 4 Reinforced Concrete Pipe	4,000.00	LF	1,000.00	4,000,000.00
18	24 inch Class 4 Reinforced Concrete Pipe	900.00	LF	900.00	810,000.00
19	Type PR 4 - Storm Drain Junction Box (Pipes - 10 in)	2	EA	15,000.00	30,000.00
20	Type PR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	2	EA	4,700.00	9,400.00
21	Type PR 4 - Storm Drain Plug Inlet	2	EA	2,100.00	4,200.00
22	Type PR 4 - Storm Drain Manhole (Pipes - 30 in)	2	EA	9,000.00	18,000.00
23	12 inch Class 350 Ductile Iron Pipe	11,500.00	LF	85.00	977,500.00
24	12 inch Water Gate Valve	6	EA	2,500.00	15,000.00
25	Type W1 - Fire Hydrant Assembly	5	EA	7,950.00	39,750.00
26	Type W1A - Double Combination Air Valve	11	EA	5,200.00	57,200.00
27	18 inch Class 350 Ductile Iron Pipe	11,500.00	LF	85.00	977,500.00
28	Type SS1 - Sanitary Sewer Manhole	4	EA	5,500.00	22,000.00
29	Prevention Detention	1	LS	3,500.00	3,500.00
30	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	5	EA	4,500.00	22,500.00
31	3' Foot Solid Wall (includes foundation)	5,500.00	LF	185.00	980,500.00
32	SWPPP - Temporary Silt Fence	1,350.00	LF	3.00	4,050.00
33	SWPPP - Temporary Storm Drain Inlet Filler Bags	6	EA	95.00	570.00
34	SWPPP - Temporary Fiber Rolls and Geel Hags	2,730.00	LF	2.60	7,098.00
35	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
36	SWPPP - Construction Waste Management	1	EA	1,200.00	1,200.00
37	SWPPP - Erosion Control Seeding	1	EA	3,000.00	3,000.00
38	Rate 20 Underground Monitoring Overhead Dp. Utilities (includes electric, gas, cable, street lights, fiber optic)	0.00	EA	650.00	0.00
<b>Total Bid Schedule Q =</b>					<b>\$1,138,564.68</b>

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
1	Mobilization/Demobilization	1	LS	827,324.80	827,324.80
2	Clearing and Grubbing	2.6	AC	398.00	1,034.80
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (Includes Subgrade Compaction)	3,900.00	CY	2,500.00	9,750,000.00
6	Class 2 Aggregate Base	6,620.00	TON	18.00	119,160.00
7	Asphalt Concrete (Type B)	1,700.00	TON	95.00	161,200.00
8	Minor Concrete (Barrier Curbs and Gutter)	15,500.00	SF	4.10	63,550.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	340.00	TON	28.00	9,520.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	340.00	TON	28.00	9,520.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	24,500.00	SF	0.65	15,925.00
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	2	EA	600.00	1,200.00
15	Landscape Planting (6' Parkway Area)	16,200.00	SF	1.40	22,680.00
16	Irrigation System (6' Parkway Area)	16,200.00	SF	1.50	24,300.00
17	18 inch Class 4 Reinforced Concrete Pipe	4,000.00	LF	1,000.00	4,000,000.00
18	24 inch Class 4 Reinforced Concrete Pipe	900.00	LF	900.00	810,000.00
19	Type PR 4 - Storm Drain Junction Box (Pipes - 10 in)	2	EA	15,000.00	30,000.00
20	Type PR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	2	EA	4,700.00	9,400.00
21	Type PR 4 - Storm Drain Plug Inlet	2	EA	2,100.00	4,200.00
22	Type PR 4 - Storm Drain Manhole (Pipes - 30 in)	2	EA	9,000.00	18,000.00
23	12 inch Class 350 Ductile Iron Pipe	11,500.00	LF	85.00	977,500.00
24	12 inch Water Gate Valve	6	EA	2,500.00	15,000.00
25	Type W1 - Fire Hydrant Assembly	5	EA	7,950.00	39,750.00
26	Type W1A - Double Combination Air Valve	11	EA	5,200.00	57,200.00
27	18 inch Class 350 Ductile Iron Pipe	11,500.00	LF	85.00	977,500.00
28	Type SS1 - Sanitary Sewer Manhole	4	EA	5,500.00	22,000.00
29	Prevention Detention	1	LS	3,500.00	3,500.00
30	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	5	EA	4,500.00	22,500.00
31	3' Foot Solid Wall (includes foundation)	5,500.00	LF	185.00	980,500.00
32	SWPPP - Temporary Silt Fence	1,350.00	LF	3.00	4,050.00
33	SWPPP - Temporary Storm Drain Inlet Filler Bags	6	EA	95.00	570.00
34	SWPPP - Temporary Fiber Rolls and Geel Hags	2,730.00	LF	2.60	7,098.00
35	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
36	SWPPP - Construction Waste Management	1	EA	1,200.00	1,200.00
37	SWPPP - Erosion Control Seeding	1	EA	3,000.00	3,000.00
38	Rate 20 Underground Monitoring Overhead Dp. Utilities (includes electric, gas, cable, street lights, fiber optic)	0.00	EA	650.00	0.00
<b>Total Bid Schedule Q =</b>					<b>\$1,138,564.68</b>

<b>Bid Schedule R (Railroad Avenue Improvements) (Tucson Road to Boque Road) (2,725.0') (5' sidewalk, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk)</b>					
1	Mobilization/Demobilization	1	LS	846,834.78	846,834.78
2	Clearing and Grubbing	5.7	AC	398.00	2,268.60
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (Includes Subgrade Compaction)	3,900.00	CY	2,500.00	9,750,000.00
6	Class 2 Aggregate Base	13,360.00	TON	18.00	240,480.00
7	Asphalt Concrete (Type B)	3,400.00	TON	95.00	323,000.00
8	Minor Concrete (Barrier Curbs and Gutter)	5,450.00	SF	16.00	87,200.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	37,340.00	SF	4.10	153,796.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	37,340.00	SF	4.10	153,796.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	16,350.00	SF	0.65	10,627.50
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	2	EA	600.00	1,200.00
15	Landscape Planting (6' Parkway Area)	16,350.00	SF	1.40	22,890.00
16	Irrigation System (6' Parkway Area)	16,350.00	SF	1.50	24,525.00
17	18 inch Class 4 Reinforced Concrete Pipe	3,000.00	LF	600.00	1,800,000.00
18	Type PR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	3	EA	4,700.00	14,100.00
19	Type PR 4 - Storm Drain Plug Inlet	3	EA	2,100.00	6,300.00
20	Type PR 4 - Storm Drain Manhole (Pipes - 30 in)	2	EA	9,000.00	18,000.00
21	16 inch Class 350 Ductile Iron Pipe	2,130.00	LF	110.00	234,300.00
22	16 inch Water Gate Valve	7	EA	4,500.00	31,500.00
23	Type W1 - Fire Hydrant Assembly	11	EA	7,950.00	87,450.00
24	Type W1A - Double Combination Air Valve	11	EA	5,200.00	57,200.00
25	16 inch Class 350 Ductile Iron Pipe	2,130.00	LF	110.00	234,300.00
26	Prevention Detention	1	LS	3,500.00	3,500.00
27	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	11	EA	4,300.00	47,300.00
28	3' Foot Solid Wall (includes foundation)	3,500.00	LF	185.00	647,500.00
29	SWPPP - Temporary Silt Fence	2,725.00	LF	3.00	8,175.00
30	SWPPP - Temporary Storm Drain Inlet Filler Bags	6	EA	95.00	570.00
31	SWPPP - Temporary Fiber Rolls and Geel Hags	2,730.00	LF	2.60	7,098.00
32	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
33	SWPPP - Construction Waste Management	1	EA	1,200.00	1,200.00
34	SWPPP - Erosion Control Seeding	1	EA	3,000.00	3,000.00
35	Rate 20 Underground Monitoring Overhead Dp. Utilities (includes electric, gas, cable, street lights, fiber optic)	0.00	EA	650.00	0.00
<b>Total Bid Schedule R =</b>					<b>\$2,388,573.88</b>

<b>Bid Schedule R (Railroad Avenue Improvements) (Tucson Road to Boque Road) (2,725.0') (5' sidewalk, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk)</b>					
1	Mobilization/Demobilization	1	LS	846,834.78	846,834.78
2	Clearing and Grubbing	5.7	AC	398.00	2,268.60
3	Traffic Control	1	LS	4,500.00	4,500.00
4	Construction Area Signs	1	LS	2,500.00	2,500.00
5	Roadway Excavation (Includes Subgrade Compaction)	3,900.00	CY	2,500.00	9,750,000.00
6	Class 2 Aggregate Base	13,360.00	TON	18.00	240,480.00
7	Asphalt Concrete (Type B)	3,400.00	TON	95.00	323,000.00
8	Minor Concrete (Barrier Curbs and Gutter)	5,450.00	SF	16.00	87,200.00
9	Minor Concrete (Sidewalks) (0.50 - feet)	37,340.00	SF	4.10	153,796.00
10	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	37,340.00	SF	4.10	153,796.00
11	Minor Concrete (ADA Access Ramp)	3	EA	1,500.00	4,500.00
12	Remove Asphalt Concrete	16,350.00	SF	0.65	10,627.50
13	Roadside Sign - One Post	2	EA	300.00	600.00
14	Survey Monument	2	EA	600.00	1,200.00
15	Landscape Planting (6' Parkway Area)	16,350.00	SF	1.40	22,890.00
16	Irrigation System (6' Parkway Area)	16,350.00	SF	1.50	24,525.00
17	18 inch Class 4 Reinforced Concrete Pipe	3,000.00	LF	600.00	1,800,000.00
18	Type PR 4 - Storm Drain Junction Inlet (Pipes - 30 in)	3	EA	4,700.00	14,100.00
19	Type PR 4 - Storm Drain Plug Inlet	3	EA	2,100.00	6,300.00
20	Type PR 4 - Storm Drain Manhole (Pipes - 30 in)	2	EA	9,000.00	18,000.00
21	16 inch Class 350 Ductile Iron Pipe	2,130.00	LF	110.00	234,300.00
22	16 inch Water Gate Valve	7	EA	4,500.00	31,500.00
23	Type W1 - Fire Hydrant Assembly	11	EA	7,950.00	87,450.00
24	Type W1A - Double Combination Air Valve	11	EA	5,200.00	57,200.00
25	16 inch Class 350 Ductile Iron Pipe	2,130.00	LF	110.00	234,300.00
26	Prevention Detention	1	LS	3,500.00	3,500.00
27	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	11	EA	4,300.00	47,300.00
28	3' Foot Solid Wall (includes foundation)	3,500.00	LF	185.00	647,500.00
29	SWPPP - Temporary Silt Fence	2,725.00	LF	3.00	8,175.00
30	SWPPP - Temporary Storm Drain Inlet Filler Bags	6	EA	95.00	570.00
31	SWPPP - Temporary Fiber Rolls and Geel Hags	2,730.00	LF	2.60	7,098.00
32	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
33	SWPPP - Construction Waste Management	1	EA	1,200.00	1,200.00
34	SWPPP - Erosion Control Seeding	1	EA	3,000.00	3,000.00
35	Rate 20 Underground Monitoring Overhead Dp. Utilities (includes electric, gas, cable, street lights, fiber optic)	0.00	EA	650.00	0.00
<b>Total Bid Schedule R =</b>					<b>\$2,388,573.88</b>

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule Q (Railroad Avenue Improvements) (Stewart Road to Tucson Road) (1,350.0') (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)</b>					
1	Mobilization/Demobilization	1	LS	827,324.80	827,



CITY OF YUBA CITY  
BOGUE STEWART MASTER PLAN AREA IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Suffix	RCVD. BY	DATE		
Bogue Stewart Master Plan Area - Estimate for Fee Program		S.M. Minard	24-Aug-18		
MWMP PROJECT NO.	QTY. BY	IN	CONST. INDEX		
13-134	J. Mallon	22-Feb-16	1116.42		
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX		
1	S. Minard	24-Aug-18	6042.91		
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule 5 (Bogue Road Improvements) (Railroad Avenue to South Park Drive) (1,110.0') (South Frontage Only - 38' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)</b>					
1	Mobilization/Demobilization	1	LS	\$10,978.58	\$10,978.58
2	Clearing and Grubbing	1.0	AC	398.00	398.00
3	Roadway Excavation (includes Subgrade Compaction)	2,800.0	CV	2,500.00	7,000,000.00
4	Class 2 Aggregate Base	3,800.0	TON	18.00	68,400.00
5	Asphalt Concrete (Type B)	1,000.0	TON	95.00	95,000.00
6	Minor Concrete (Barrier Curb and Gutter)	1,170.0	LF	16.00	18,720.00
7	Minor Concrete (Sidewalk) (0.50' - feet)	6,660.0	SF	4.10	27,386.00
8	Class 2 Aggregate Base (0.50' - feet) (under sidewalk)	170.0	TON	28.00	4,760.00
9	Minor Concrete (ADA Access Ramp)	2	EA	1,500.00	3,000.00
10	Roadside Sign - One Post	4	EA	300.00	1,200.00
11	Survey Monument	2	EA	600.00	1,200.00
12	Landscape Planting (8' Parkway Area)	8,900.0	SF	1.40	12,460.00
13	Irrigation System (8' Parkway Area)	8,900.0	SF	1.62	14,418.00
14	18 inch Class 1 RC For 54 inch Cast-in-Place Pipe	1,470.0	LF	92.00	135,180.00
15	Type DR 1 - Storm Drain Inlet	2	EA	2,130.00	4,260.00
16	Type DR 1 - Storm Drain Manhole (Pipes < 30 in)	2	EA	4,500.00	9,000.00
17	Type W1 - Fire Hydrant Assembly	2	EA	7,500.00	15,000.00
18	Type W1A - Double Combination Air Valve	1	EA	5,500.00	5,500.00
19	Pavement Delineation	1	LS	3,500.00	3,500.00
20	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	3	EA	4,300.00	12,900.00
21	Flow Solid Wall (includes foundation)	1,670.0	LF	182.60	303,950.00
22	SWPPP - Temporary Site Erosion Control	1,110.0	LF	2.60	2,886.00
23	SWPPP - Temporary Storm Drain Inlet Filter Bags	6	EA	95.00	570.00
24	SWPPP - Temporary Fiber Rolls and Geotextiles	1,110.0	LF	2.60	2,886.00
25	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
26	SWPPP - Construction Waste Management	1	LS	1,200.00	1,200.00
27	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
28	Rate 24 Underground Inverting Overhead Dry Utilities (includes electric cable, conduit, lighting, fiber-optic)	0.00	HP	6,000.00	0.00
				Total Bid Schedule 5 =	\$550,202.58
				\$559,907.58	835.00
<b>Bid Schedule 1 (Newkom Ranch Drive Improvements) (Phillips Road to Estate Lots) (835.0') (12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 24' sidewalk, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)</b>					
1	Mobilization/Demobilization	1	LS	\$20,791.56	\$20,791.56
2	Clearing and Grubbing	1.0	AC	398.00	398.00
3	Roadway Excavation (includes Subgrade Compaction)	2,820.0	CV	2,500.00	7,050,000.00
4	Class 2 Aggregate Base	3,800.0	TON	18.00	68,400.00
5	Asphalt Concrete (Type B)	1,000.0	TON	95.00	95,000.00
6	Minor Concrete (Barrier Curb and Gutter)	1,670.0	LF	16.00	26,720.00
7	Minor Concrete (Sidewalk) (0.50' - feet)	8,350.0	SF	4.10	34,235.00
8	Class 2 Aggregate Base (0.50' - feet) (under sidewalk)	210.0	TON	28.00	5,880.00
9	Minor Concrete (ADA Access Ramp)	6	EA	1,500.00	9,000.00
10	Roadside Sign - One Post	4	EA	300.00	1,200.00
11	Survey Monument	2	EA	600.00	1,200.00
12	Landscape Planting (8' Parkway Area)	10,020.0	SF	1.40	14,028.00
13	Irrigation System (8' Parkway Area)	10,020.0	SF	1.62	16,232.40
14	18 inch Class 1 RC For 54 inch Cast-in-Place Pipe	835.0	LF	245.00	204,575.00
15	Type DR 1 - Storm Drain Inlet	2	EA	2,130.00	4,260.00
16	Type DR 1 - Storm Drain Manhole (Pipes < 30 in)	2	EA	4,500.00	9,000.00
17	Type W1 - Fire Hydrant Assembly	2	EA	7,500.00	15,000.00
18	Type W1A - Double Combination Air Valve	1	EA	5,500.00	5,500.00
19	Pavement Delineation	1	LS	3,500.00	3,500.00
20	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	3	EA	4,300.00	12,900.00
21	Flow Solid Wall (includes foundation)	1,670.0	LF	182.60	303,950.00
22	SWPPP - Temporary Site Erosion Control	835.0	LF	3.00	2,505.00
23	SWPPP - Temporary Storm Drain Inlet Filter Bags	6	EA	95.00	570.00
24	SWPPP - Temporary Fiber Rolls and Geotextiles	835.0	LF	3.00	2,505.00
25	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
26	SWPPP - Construction Waste Management	1	LS	1,200.00	1,200.00
27	SWPPP - Erosion Control Seeding	1.0	AC	3,000.00	3,000.00
28	Rate 24 Underground Inverting Overhead Dry Utilities (includes electric cable, conduit, lighting, fiber-optic)	0.00	HP	6,000.00	0.00
				Total Bid Schedule 1 =	\$1,060,369.76
				\$1,060,369.76	

1,110.00

0

Collector - 38.0' ROW

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities
-	-	-	-	-	-	-	-	-	-
10,978.58	-	-	-	-	-	-	-	-	-
398.00	-	-	-	-	-	-	-	-	-
4,500.00	1,110.00	-	-	-	-	-	-	-	-
2,500.00	-	-	-	-	-	-	-	-	-
2,877.78	-	-	-	-	-	-	-	-	-
3,885.00	-	-	-	-	-	-	-	-	-
1,054.50	-	-	-	-	-	-	-	-	-
1,110.00	-	-	-	-	-	-	-	-	-
6,660.00	-	-	-	-	-	-	-	-	-
166.50	-	-	-	-	-	-	-	-	-
4,500.00	-	-	-	-	-	-	-	-	-
4,500.00	-	-	-	-	-	-	-	-	-
1,110.00	-	-	-	-	-	-	-	-	-
1,800.00	-	-	-	-	-	-	-	-	-
8,880.00	-	-	-	-	-	-	-	-	-
8,880.00	-	-	-	-	-	-	-	-	-
1,110.00	-	-	-	-	-	-	-	-	-
-	-	88,200.00	-	-	-	-	-	-	-
-	-	143,100.00	-	-	-	-	-	-	-
-	-	6,360.00	-	-	-	-	-	-	-
-	-	9,000.00	-	-	-	-	-	-	-
4.44	-	-	-	-	-	-	-	-	35,775.00
3,500.00	-	-	-	-	-	-	-	-	5,500.00
4.44	-	-	-	-	-	-	-	-	19,350.00
-	-	-	-	-	-	-	-	-	-
4.00	-	-	-	-	-	-	-	-	74,000.00
1,110.00	-	-	-	-	-	-	-	-	3,330.00
-	-	-	-	-	-	-	-	-	570.00
1,110.00	-	-	-	-	-	-	-	-	2,886.00
-	-	-	-	-	-	-	-	-	1,500.00
1,200.00	-	-	-	-	-	-	-	-	1,200.00
-	-	-	-	-	-	-	-	-	3,000.00
-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	0.00
361,398.58	26,878.00	117,870.00	41,275.00	0.00	12,486.00	0.00	0.00	0.00	0.00

\$559,907.58

835.00

0

Collector - 99.0' ROW

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities
-	-	-	-	-	-	-	-	-	-
20,791.56	-	-	-	-	-	-	-	-	-
398.00	-	-	-	-	-	-	-	-	-
7,550.20	1,110.00	-	-	-	-	-	-	-	-
15,510.00	-	-	-	-	-	-	-	-	-
3,799.25	-	-	-	-	-	-	-	-	-
1,002.00	-	-	-	-	-	-	-	-	-
1,670.00	-	-	-	-	-	-	-	-	-
8,350.00	-	-	-	-	-	-	-	-	-
208.75	-	-	-	-	-	-	-	-	-
9,000.00	-	-	-	-	-	-	-	-	-
1,200.00	-	-	-	-	-	-	-	-	-
1,800.00	-	-	-	-	-	-	-	-	-
10,020.00	-	-	-	-	-	-	-	-	-
10,020.00	-	-	-	-	-	-	-	-	-
-	-	204,575.00	-	-	-	-	-	-	-
-	-	12,600.00	-	-	-	-	-	-	-
-	-	15,900.00	-	-	-	-	-	-	-
-	-	12,720.00	-	-	-	-	-	-	-
835.00	-	-	-	-	-	-	-	-	71,400.00
-	-	-	-	-	-	-	-	-	7,500.00
3.34	-	-	-	-	-	-	-	-	27,810.00
-	-	-	-	-	-	-	-	-	5,500.00
835.00	-	-	-	-	-	-	-	-	46,200.00
-	-	-	-	-	-	-	-	-	10,600.00
2,500.00	-	-	-	-	-	-	-	-	2,500.00
3.34	-	-	-	-	-	-	-	-	14,620.00
1,670.00	-	-	-	-	-	-	-	-	308,950.00
835.00	-	-	-	-	-	-	-	-	2,520.00
-	-	-	-	-	-	-	-	-	570.00
835.00	-	-	-	-	-	-	-	-	2,184.00
-	-	-	-	-	-	-	-	-	1,500.00
1,200.00	-	-	-	-	-	-	-	-	1,200.00
-	-	-	-	-	-	-	-	-	3,000.00
-	-	-	-	-	-	-	-	-	0.00
666,312.76	29,058.00	245,795.00	111,430.00	56,800.00	10,974.00	0.00	0.00	0.00	0.00

CITY OF YUBA CITY  
 BOGUE STEWART MASTER PLAN AREA IMPROVEMENTS  
 DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Suffix	RCVD. BY S.M. Minrad	DATE 24-Aug-18			
MEM PROJECT NO. 13-134	QTY. BY J. Mallon	IN 22-Feb-16	CONST. INDEX 11116.42			
ESTIMATE NO. 1	QTY. CHK. S. Minrad	OUT 24-Aug-18	BLDG. INDEX 6042.91			
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount	(S)
<b>Bid Schedule U (Nashom Ranch Drive Improvements) (Estate Lots to Railroad Avenue) (675.9)' (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)</b>						
1	Mobilization/Demobilization	1	LS	\$12,997.41	\$12,997.41	
2	Clearing and Grubbing	1.28	AC	398.00	\$17.40	
3	Roadway Excavation (includes Subgrade Compaction)	6,600	LF	5.50	36,300.00	
4	Class 2 Aggregate Base (10.50 - 5.00) (under sidewalk)	2,410	TON	48.50	116,895.00	
5	Asphalt Concrete (Type B)	2,410	TON	95.00	228,950.00	
6	Minor Concrete (Barrier Curb and Gutter)	28.30	LF	16.00	45,280.00	
7	Minor Concrete (Bike Path/Sidewalk)	22,624.00	SF	4.10	92,783.00	
8	Minor Concrete (Bus Turnout - scope includes valley gutter, concrete, type A curb, and 6' x 16' concrete pad)	1	LS	12,500.00	12,500.00	
9	Class 2 Aggregate Base (10.50 - 5.00) (under sidewalk)	730	TON	28.00	20,640.00	
10	Roadside Sign - One Post	3	EA	300.00	900.00	
11	Survey Monument	6	EA	600.00	3,600.00	
12	Landscape Planting (8' Parkway Area)	25,700	SF	1.20	30,840.00	
13	Impaction System (6' Parkway Area)	35	LF	155.00	5,425.00	
14	6 inch Impaction Ductile Iron or C-900 Pipe Sleeve	10	EA	1,860.00	18,600.00	
15	60 inch Class 3 RCP or 60 inch Cast-in-Place Pipe	450	LF	270.00	121,500.00	
16	24 inch Class 1 RCP or 24 inch Cast-in-Place Pipe	270	LF	245.00	66,150.00	
17	48 inch Class 2 RCP or 48 inch Cast-in-Place Pipe	185	LF	185.00	34,025.00	
18	36 inch Class 2 RCP or 36 inch Cast-in-Place Pipe	300	LF	122.00	37,500.00	
19	24 inch Class 2 RCP or 24 inch Cast-in-Place Pipe	960	LF	80.00	76,800.00	
20	18 inch Class 4 Reinforced Concrete Pipe	490	LF	60.00	29,400.00	
21	18 inch Class 3 Storm Drain Manhole (Pipes < 30 in)	6	EA	3,000.00	18,000.00	
22	Type CR1 - Storm Drain Inlet (Pipes < 30 in)	10	EA	1,174.00	11,740.00	
23	Type CR1 - Storm Drain Manhole (Pipes < 30 in)	5	EA	4,500.00	22,500.00	
24	16 inch Class 350 Ductile Iron Pipe	270	LF	110.00	29,700.00	
25	16 inch Class 350 Ductile Iron Pipe	880	LF	85.00	74,800.00	
26	12 inch Water Gate Valve	8	EA	4,500.00	36,000.00	
27	12 inch Water Gate Valve	8	EA	25,000.00	200,000.00	
28	Type W1 - Fire Hydrant Assembly	6	EA	7,850.00	47,100.00	
29	Type W1 - Double Combination Air Valve	2	EA	5,500.00	11,000.00	
30	18 inch Class 3 RCP or 18 inch Cast-in-Place Pipe	1,820	LF	80.00	145,600.00	
31	10 inch Class 3 RCP or 10 inch Cast-in-Place Pipe	630	LF	65.00	40,950.00	
32	Type SS1 - Sanitary Sewer Service	2	EA	3,500.00	7,000.00	
33	Payment Delimitation	1	LS	4,500.00	4,500.00	
34	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	6	EA	4,300.00	25,800.00	
35	Flow Control Wall (includes foundation)	700	LF	185.00	129,500.00	
36	SWPPP - Temporary Site Fence	1,414	LF	3.00	4,242.00	
37	SWPPP - Temporary Storm Drain Inlet Filter Bags	14	EA	95.00	1,330.00	
38	SWPPP - Temporary Flow Rolls and Level Filter Bags	1,414	EA	2.00	2,828.00	
39	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00	
40	SWPPP - Construction Waste Management	1	LS	2,000.00	2,000.00	
41	SWPPP - Invoicing Control Seeding	0.0	AC	3,000.00	0.00	
42	Robt 20 Landscaping Existing Orchard Dry Utilities (includes electric, cable, street lights, fiber, etc)	0.0	LF	6,000.00	0.00	
				<b>Total Bid Schedule U =</b>	<b>\$661,867.81</b>	

Collector - 82.5' ROW	Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
Number of Lots -		5.00								
ROW Width -	12,997.41									
AB	117.40									
Road Half	38,400.00									
Sidewalk Width - north/west	51,300.00									
Bike Path/Sidewalk Width	21,600.00									
Curb and Gutter - Half	27,675.00									
Island Landscape length	5,670.00									
Landscape width - behind SW	6,075.00									
Storm Drainage			83,300.00							
Storm Drainage			62,900.00							
Storm Drainage			8,400.00							
Storm Drainage			10,600.00							
Storm Drainage			8,400.00							
Water				57,800.00						
Water				7,500.00						
Water				21,465.00						
Water				14,900.00						
Sewer				37,400.00						
Sewer				7,500.00						
Sewer				10,600.00						
Road	2,000.00									
Road	11,610.00									
Road	125,800.00									
SWPPP						2,040.00				
SWPPP						380.00				
SWPPP						1,768.00				
SWPPP						1,500.00				
SWPPP	1,200.00					1,200.00				
SWPPP						3,000.00				
Dry Utilities										0.00

Project	CO. Suffix	RCVD. BY S.M. Minrad	DATE 24-Aug-18			
MEM PROJECT NO. 13-134	QTY. BY J. Mallon	IN 22-Feb-16	CONST. INDEX 11116.42			
ESTIMATE NO. 1	QTY. CHK. S. Minrad	OUT 24-Aug-18	BLDG. INDEX 6042.91			
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount	(S)
<b>Bid Schedule V (Phillips Road Improvements) (Bogue Road to Sunny Drive) (1,414.8)' (10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 6' sidewalk, 12' landscape)</b>						
1	Mobilization/Demobilization	1	LS	\$35,050.13	\$35,050.13	
2	Clearing and Grubbing	3.8	AC	398.00	\$1,512.40	
3	Roadway Excavation (includes Subgrade Compaction)	6,600	LF	5.50	36,300.00	
4	Class 2 Aggregate Base (10.50 - 5.00) (under sidewalk)	2,410	TON	48.50	116,895.00	
5	Asphalt Concrete (Type B)	2,410	TON	95.00	228,950.00	
6	Minor Concrete (Barrier Curb and Gutter)	28.30	LF	16.00	45,280.00	
7	Minor Concrete (Bike Path/Sidewalk)	22,624.00	SF	4.10	92,783.00	
8	Minor Concrete (Bus Turnout - scope includes valley gutter, concrete, type A curb, and 6' x 16' concrete pad)	1	LS	12,500.00	12,500.00	
9	Class 2 Aggregate Base (10.50 - 5.00) (under sidewalk)	730	TON	28.00	20,640.00	
10	Roadside Sign - One Post	3	EA	300.00	900.00	
11	Survey Monument	6	EA	600.00	3,600.00	
12	Landscape Planting (8' Parkway Area)	25,700	SF	1.20	30,840.00	
13	Impaction System (6' Parkway Area)	35	LF	155.00	5,425.00	
14	6 inch Impaction Ductile Iron or C-900 Pipe Sleeve	10	EA	1,860.00	18,600.00	
15	60 inch Class 3 RCP or 60 inch Cast-in-Place Pipe	450	LF	270.00	121,500.00	
16	24 inch Class 1 RCP or 24 inch Cast-in-Place Pipe	270	LF	245.00	66,150.00	
17	48 inch Class 2 RCP or 48 inch Cast-in-Place Pipe	185	LF	185.00	34,025.00	
18	36 inch Class 2 RCP or 36 inch Cast-in-Place Pipe	300	LF	122.00	37,500.00	
19	24 inch Class 2 RCP or 24 inch Cast-in-Place Pipe	960	LF	80.00	76,800.00	
20	18 inch Class 4 Reinforced Concrete Pipe	490	LF	60.00	29,400.00	
21	18 inch Class 3 Storm Drain Manhole (Pipes < 30 in)	6	EA	3,000.00	18,000.00	
22	Type CR1 - Storm Drain Inlet (Pipes < 30 in)	10	EA	1,174.00	11,740.00	
23	Type CR1 - Storm Drain Manhole (Pipes < 30 in)	5	EA	4,500.00	22,500.00	
24	16 inch Class 350 Ductile Iron Pipe	270	LF	110.00	29,700.00	
25	16 inch Class 350 Ductile Iron Pipe	880	LF	85.00	74,800.00	
26	12 inch Water Gate Valve	8	EA	4,500.00	36,000.00	
27	12 inch Water Gate Valve	8	EA	25,000.00	200,000.00	
28	Type W1 - Fire Hydrant Assembly	6	EA	7,850.00	47,100.00	
29	Type W1 - Double Combination Air Valve	2	EA	5,500.00	11,000.00	
30	18 inch Class 3 RCP or 18 inch Cast-in-Place Pipe	1,820	LF	80.00	145,600.00	
31	10 inch Class 3 RCP or 10 inch Cast-in-Place Pipe	630	LF	65.00	40,950.00	
32	Type SS1 - Sanitary Sewer Service	2	EA	3,500.00	7,000.00	
33	Payment Delimitation	1	LS	4,500.00	4,500.00	
34	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	6	EA	4,300.00	25,800.00	
35	Flow Control Wall (includes foundation)	700	LF	185.00	129,500.00	
36	SWPPP - Temporary Site Fence	1,414	LF	3.00	4,242.00	
37	SWPPP - Temporary Storm Drain Inlet Filter Bags	14	EA	95.00	1,330.00	
38	SWPPP - Temporary Flow Rolls and Level Filter Bags	1,414	EA	2.00	2,828.00	
39	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00	
40	SWPPP - Construction Waste Management	1	LS	2,000.00	2,000.00	
41	SWPPP - Invoicing Control Seeding	0.0	AC	3,000.00	0.00	
42	Robt 20 Landscaping Existing Orchard Dry Utilities (includes electric, cable, street lights, fiber, etc)	0.0	LF	6,000.00	0.00	
				<b>Total Bid Schedule V =</b>	<b>\$1,787,856.83</b>	

Major Collector - 117.0' ROW	Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
Number of Lots -		0.00								
ROW Width -	35,050.13									
AB	117.40									
Road Half	160,300.00									
Sidewalk Width - north/west	228,950.00									
Bike Path/Sidewalk Width	45,280.00									
Curb and Gutter - Half	92,783.00									
Island Landscape width	31,780.00									
Landscape width - back curb	36,774.00									
Storm Drainage			121,500.00							
Storm Drainage			66,150.00							
Storm Drainage			98,050.00							
Storm Drainage			37,500.00							
Storm Drainage			44,800.00							
Storm Drainage			29,400.00							
Storm Drainage			21,200.00							
Storm Drainage			29,680.00							
Storm Drainage			13,500.00							
Water				62,700.00						
Water				72,250.00						
Water				18,000.00						
Water				20,000.00						
Water				45,315.00						
Water				11,000.00						
Sewer				116,000.00						
Sewer				40,950.00						





CITY OF YUBA CITY  
BOGUE STEWART MASTER PLAN AREA IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 24, 2018 - OFFSITE COSTS

Project	CO. Letter	RCVD. BY	DATE		
Bogus Stewart Master Plan Area - Estimate for Fee Program					
MEM PROJECT NO.	QTY. BY	IN	CONST. INDEX		
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX		
Item No.	Item Description	Estimated Quantity	Unit Price (\$/Unit)	Amount	(\$)
<p><b>Sub Schedule AA (Gilbert Ranch Way Improvements) (Bogue Road to Stewart Road) (4025.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)</b></p>					
1	Mobilization/Demobilization	1	LS	\$70,447.43	70,447.43
2	Cleaning and Grubbing	2	AC	398.00	796.00
3	Roadway Excavation (Includes Subgrade Compaction)	2,520.00	CY	2,520.00	6,350.40
4	Class 2 Aggregate Base	18,312.75	TON	18,312.75	335,760.00
5	Asphalt Concrete (Type III)	18,312.75	TON	18,312.75	335,760.00
6	Minor Concrete (Barrier Curb and Gutter)	8,850.00	LF	16.00	141,600.00
7	Minor Concrete (Sidewalk) (10.50 - feet)	64,400.00	SF	4.10	264,040.00
8	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	1,610.10	TON	28.00	45,082.80
9	Roadside Sign - One Post	8	EA	300.00	2,400.00
10	Survey Monument	6	EA	600.00	3,600.00
11	Landscape Planting (8' Parkway Area)	64,400.00	SP	1.40	90,160.00
12	Irrigation System (8' Parkway Area)	64,400.00	SF	1.52	97,888.00
13	6 inch Irrigation Ductile Iron or 8 inch Pipe Sleeve	3	EA	1,000.00	3,000.00
14	4 inch Class 3 RCP or 42 inch Cast-in-Place Pipe	580	LF	185.00	107,300.00
15	12 inch Class 3 RCP or 42 inch Cast-in-Place Pipe	550	LF	170.00	93,500.00
16	16 inch Class 3 RCP or 36 inch Cast-in-Place Pipe	775	LF	125.00	96,875.00
17	18 inch Class 4 Reinforced Concrete Pipe	600	EA	50.00	30,000.00
18	18 inch Class 4 Reinforced Concrete Pipe	11,800	EA	88.00	1,038,400.00
19	Type PB 8 - Storm Drain Junction Box (Pipes - 10 in.)	8	EA	15,000.00	120,000.00
20	Type DB 7 - Storm Drain Manhole (Pipes - 30 in.)	2	EA	5,000.00	10,000.00
21	Type DB 4 - Storm Drain Junction Inlet (Pipes - 30 in.)	2	EA	17,500.00	35,000.00
22	Type DB 3 - Storm Drain Junction Inlet (Pipes - 30 in.)	10	EA	7,200.00	72,000.00
23	Type DB 2 - Storm Drain Manhole (Pipes - 30 in.)	2	EA	4,500.00	9,000.00
24	12 inch Class 350 Ductile Iron Pipe	4,030	LF	85.00	342,555.00
25	12 inch Water Gate Valve	16	EA	2,500.00	40,000.00
26	8 inch Class 4 Reinforced Concrete Access Valve	16	EA	14,875.00	238,000.00
27	8 inch Class 4 Reinforced Concrete Access Valve	2	EA	5,000.00	10,000.00
28	12 inch Class 3 VCP or 12 inch Epoxy Ductile Iron Pipe	890	LF	80.00	71,200.00
29	10 inch Class 3 VCP or 10 inch Epoxy Ductile Iron Pipe	10,035	LF	65.00	652,275.00
30	Type SS1 - Sanitary Sewer Manhole	10	EA	3,000.00	30,000.00
31	Pavement Rehabilitation	1	LS	4,500.00	4,500.00
32	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	16	EA	43,000.00	688,000.00
33	6 foot Solid Wall (includes foundation)	2,230	LF	185.00	412,550.00
34	SWPPP - Temporary Erosion Control Silt Fence	4,000.00	LF	2.00	8,000.00
35	SWPPP - Temporary Storm Drain Inlet Filter Bags	10	EA	95.00	950.00
36	SWPPP - Temporary Fiber Rolls and Geotextiles	4,000.00	LF	2.66	10,640.00
37	SWPPP - Temporary Stabilized Construction Site Access	2	EA	1,500.00	3,000.00
38	SWPPP - Temporary Construction Site Access	2	EA	750.00	1,500.00
39	SWPPP - Construction Waste Management	1	EA	4,500.00	4,500.00
40	SWPPP - Erosion Control Seeding	0	AC	0.00	0.00
41	SWPPP - Erosion Control Seeding	0	AC	0.00	0.00
42	Rule 20 Underground Existing Overhead Dry Utilities (includes electric gas, water, steam, high-voltage fiber-optic)	0	LS	650.00	0.00
				\$3,592,818.83	

4,025.00

0

Collector - 79.5' ROW

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities
-	70,447.43	-	-	-	-	-	-	-	-
-	79.50	-	-	-	-	-	-	-	-
-	2,965.40	-	-	-	-	-	-	-	-
-	71,635.00	-	-	-	-	-	-	-	-
-	329,760.00	-	-	-	-	-	-	-	-
-	458,850.00	-	-	-	-	-	-	-	-
-	128,800.00	-	-	-	-	-	-	-	-
-	264,040.00	-	-	-	-	-	-	-	-
-	45,082.80	-	-	-	-	-	-	-	-
-	2,400.00	-	-	-	-	-	-	-	-
-	3,600.00	-	-	-	-	-	-	-	-
-	90,160.00	-	-	-	-	-	-	-	-
-	104,228.00	-	-	-	-	-	-	-	-
-	8,480.00	-	-	-	-	-	-	-	-
-	-	107,300.00	-	-	-	-	-	-	-
-	-	96,875.00	-	-	-	-	-	-	-
-	-	93,500.00	-	-	-	-	-	-	-
-	-	72,300.00	-	-	-	-	-	-	-
-	-	70,800.00	-	-	-	-	-	-	-
-	-	120,000.00	-	-	-	-	-	-	-
-	-	37,100.00	-	-	-	-	-	-	-
-	-	9,840.00	-	-	-	-	-	-	-
-	-	21,200.00	-	-	-	-	-	-	-
-	-	9,000.00	-	-	-	-	-	-	-
-	-	342,550.00	-	-	-	-	-	-	-
-	-	40,000.00	-	-	-	-	-	-	-
-	-	123,995.00	-	-	-	-	-	-	-
-	-	11,000.00	-	-	-	-	-	-	-
-	-	79,200.00	-	-	-	-	-	-	-
-	-	197,275.00	-	-	-	-	-	-	-
-	-	53,000.00	-	-	-	-	-	-	-
4,500.00	-	-	-	-	-	-	-	-	-
16.10	-	-	-	-	-	-	-	-	-
-	412,550.00	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	12,090.00
-	-	-	-	-	-	-	-	-	950.00
-	-	-	-	-	-	-	-	-	10,478.00
-	-	-	-	-	-	-	-	-	1,500.00
-	-	-	-	-	-	-	-	-	4,500.00
-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	0.00
<p><b>Total Bid Schedule AA - \$3,592,818.83</b></p>									

<p><b>Sub Schedule BB (Kells Ranch Drive Improvements) (Gilbert Slough to Gilbert Ranch Way) (11,550.0) (12' landscape, 6' sidewalk, 5' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)</b></p>					
Item No.	Item Description	Estimated Quantity	Unit Price (\$/Unit)	Amount	(\$)
1	Mobilization/Demobilization	1	LS	\$29,982.05	29,982.05
2	Cleaning and Grubbing	3	AC	398.00	1,172.60
3	Roadway Excavation (Includes Subgrade Compaction)	2,520.00	CY	2,520.00	6,350.40
4	Class 2 Aggregate Base	18,312.75	TON	18,312.75	335,760.00
5	Asphalt Concrete (Type III)	18,312.75	TON	18,312.75	335,760.00
6	Minor Concrete (Barrier Curb and Gutter)	8,850.00	LF	16.00	141,600.00
7	Minor Concrete (Sidewalk) (10.50 - feet)	18,660.00	SF	4.10	76,760.00
8	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	70,010.10	TON	28.00	1,960,282.80
9	Roadside Sign - One Post	8	EA	300.00	2,400.00
10	Survey Monument	6	EA	600.00	3,600.00
11	Landscape Planting (8' Parkway Area)	9,000.00	SP	1.40	12,600.00
12	Irrigation System (8' Parkway Area)	9,000.00	SF	1.50	13,500.00
13	6 inch Irrigation Ductile Iron or 8 inch Pipe Sleeve	3	EA	1,000.00	3,000.00
14	4 inch Class 3 RCP or 42 inch Cast-in-Place Pipe	580	LF	185.00	107,300.00
15	12 inch Class 3 RCP or 42 inch Cast-in-Place Pipe	550	LF	170.00	93,500.00
16	16 inch Class 3 RCP or 36 inch Cast-in-Place Pipe	775	LF	125.00	96,875.00
17	18 inch Class 4 Reinforced Concrete Pipe	600	EA	50.00	30,000.00
18	18 inch Class 4 Reinforced Concrete Pipe	11,800	EA	88.00	1,038,400.00
19	Type PB 8 - Storm Drain Junction Box (Pipes - 10 in.)	8	EA	15,000.00	120,000.00
20	Type DB 7 - Storm Drain Manhole (Pipes - 30 in.)	2	EA	5,000.00	10,000.00
21	Type DB 4 - Storm Drain Junction Inlet (Pipes - 30 in.)	2	EA	17,500.00	35,000.00
22	Type DB 3 - Storm Drain Junction Inlet (Pipes - 30 in.)	10	EA	7,200.00	72,000.00
23	Type DB 2 - Storm Drain Manhole (Pipes - 30 in.)	2	EA	4,500.00	9,000.00
24	12 inch Class 350 Ductile Iron Pipe	4,150	LF	85.00	352,750.00
25	12 inch Water Gate Valve	16	EA	2,500.00	40,000.00
26	8 inch Class 4 Reinforced Concrete Access Valve	16	EA	14,875.00	238,000.00
27	8 inch Class 4 Reinforced Concrete Access Valve	2	EA	5,000.00	10,000.00
28	12 inch Class 3 VCP or 12 inch Epoxy Ductile Iron Pipe	900	LF	80.00	72,000.00
29	10 inch Class 3 VCP or 10 inch Epoxy Ductile Iron Pipe	10,035	LF	65.00	652,275.00
30	Type SS1 - Sanitary Sewer Manhole	10	EA	3,000.00	30,000.00
31	Pavement Rehabilitation	1	LS	4,500.00	4,500.00
32	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	16	EA	4,300.00	68,800.00
33	6 foot Solid Wall (includes foundation)	2,180	LF	185.00	403,100.00
34	SWPPP - Temporary Erosion Control Silt Fence	4,000.00	LF	2.00	8,000.00
35	SWPPP - Temporary Storm Drain Inlet Filter Bags	10	EA	95.00	950.00
36	SWPPP - Temporary Fiber Rolls and Geotextiles	4,000.00	LF	2.66	10,640.00
37	SWPPP - Temporary Stabilized Construction Site Access	2	EA	1,500.00	3,000.00
38	SWPPP - Temporary Construction Site Access	2	EA	750.00	1,500.00
39	SWPPP - Construction Waste Management	1	EA	4,500.00	4,500.00
40	SWPPP - Erosion Control Seeding	0	AC	0.00	0.00
41	SWPPP - Erosion Control Seeding	0	AC	0.00	0.00
42	Rule 20 Underground Existing Overhead Dry Utilities (includes electric gas, water, steam, high-voltage fiber-optic)	0	LS	650.00	0.00
				\$1,529,084.65	

11,550.00

0

Collector - 105.0' ROW

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities
-	29,982.05	-	-	-	-	-	-	-	-
-	1,172.60	-	-	-	-	-	-	-	-
-	6,350.40	-	-	-	-	-	-	-	-
-	335,760.00	-	-	-	-	-	-	-	-
-	335,760.00	-	-	-	-	-	-	-	-
-	141,600.00	-	-	-	-	-	-	-	-
-	76,760.00	-	-	-	-	-	-	-	-
-	1,960,282.80	-	-	-	-	-	-	-	-
-	2,400.00	-	-	-	-	-	-	-	-
-	3,600.00	-	-	-	-	-	-	-	-
-	12,600.00	-	-	-	-	-	-	-	-
-	13,500.00	-	-	-	-	-	-	-	-
-	3,000.00	-	-	-	-	-	-	-	-
-	107,300.00	-	-	-	-	-	-	-	-
-	93,500.00	-	-	-	-	-	-	-	-
-	96,875.00	-	-	-	-	-	-	-	-
-	30,000.00	-	-	-	-	-	-	-	-
-	1,038,400.00	-	-						







# **BSMP Area Newkom Ranch Backbone Infrastructure Cost Estimates**

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CITY OF YUBA CITY  
NEWKOM RANCH IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 27, 2018 - NEWKOM BACKBONE INFRASTRUCTURE

Project	CU.	RCVD BY	DATE
Newkom Ranch Subdivision - Backbone Infrastructure			24-Aug-18
MHW PROJECT NO. 13-134	QTY. BY J. Mallon	IN 22-Feb-16	CONST. INDEX 1116.42
ESTIMATE NO. 1	QTY. CHK. S. Minard	OUT 24-Aug-18	BLDG. INDEX 6042.91

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule A (Phillips Road Improvements) (Bussey Road to Summy Drive) (L141.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)</b>					
1,414.00					
Major Collector - 117.0' ROW					
1	Mobilization/Demobilization	1	LS	\$335,050.13	\$335,050.13
2	Clearing and Grubbing	3.8	AC	399.00	1,512.40
3	Roadway Excavation (includes Subgrade Compaction)	6,598.67	CY	25.50	168,300.00
4	Class 2 Aggregate Base	3,250 (LF)	TON	15.00	59,040.00
5	Asphalt Concrete (Type B)	870 (LF)	TON	82,650.00	82,650.00
6	Minor Concrete (Barrier Curb and Gutter)	2,403.80	LF	16.00	45,280.00
7	Minor Concrete (Sidewalk) (0.50' - 1.00' - 1.50')	2,828.00	SF	4.10	11,714.80
8	Minor Concrete (Bus Tunnel) - scope includes valley gutter, concrete, type A curb, and 6' x 16' concrete pad	22,624.00	LF	12,500.00	282,784.00
9	Class 2 Aggregate Base (0.50' - 1.00' - 1.50')	370 (LF)	TON	25.00	9,250.00
10	Roadside Sign - One Post	8	EA	300.00	2,400.00
11	Survey Monument	6	EA	600.00	3,600.00
12	Landscape Planting (0' Parkway Area)	22,624.00	SF	4.00	90,496.00
13	Irrigation System (0' Parkway Area behind Sidewalk)	22,624.00	LF	1.62	36,650.88
14	6 Inch Irrigation Ductile Iron or C-900 Pipe Sleeve	10	EA	10,600.00	106,000.00
15	60 Inch Class 4 RCP or 60 Inch Cast-in-Place Pipe	450	LF	270.00	121,500.00
16	18 Inch Class 4 RCP or 18 Inch Cast-in-Place Pipe	2,720	LF	212.50	577,000.00
17	12 Inch Class 4 RCP or 12 Inch Cast-in-Place Pipe	1,800	LF	185.00	333,000.00
18	10 Inch Class 3 RCP or 10 Inch Cast-in-Place Pipe	1,800	LF	125.00	225,000.00
19	24 Inch Class 3 RCP or 24 Inch Cast-in-Place Pipe	560	LF	80.00	44,800.00
20	18 Inch Class 4 Reinforced Concrete Pipe	450	LF	60.00	27,000.00
21	Type DR 7 - Storm Drain Deep Inlet	4	EA	5,300.00	21,200.00
22	Type DR 11 - Storm Drain Deep Inlet	14	EA	21,200.00	296,800.00
23	Type DR 11 - Storm Drain Manhole (Pipes < 30 in)	3	EA	4,500.00	13,500.00
24	12 Inch Class 150 Ductile Iron Pipe	570	LF	110.00	62,700.00
25	12 Inch Water Gate Valve	4	EA	4,500.00	18,000.00
26	12 Inch Water Gate Valve	4	EA	5,000.00	20,000.00
27	12 Inch Water Gate Valve	3	EA	2,000.00	6,000.00
28	Type W1 - Fire Hydrant Assembly	6	EA	7,950.00	47,700.00
29	Type S1 - Double Combination Air Valve	2	EA	5,500.00	11,000.00
30	12 Inch Class 2 VCP or 12 Inch Ductile Iron Pipe	1,450	LF	116,000.00	168,200.00
31	10 Inch Class 2 VCP or 10 Inch Ductile Iron Pipe	630	LF	65.00	40,950.00
32	Type SS1 - Sanitary Sewer Manhole	2	EA	5,500.00	11,000.00
33	Pavement Delineation	1	LS	4,500.00	4,500.00
34	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	6	EA	4,300.00	25,800.00
35	Open Silt Wall (includes foundation)	780	LF	185.00	144,300.00
36	SWPPP - Temporary Silt Fence	1,420 (LF)	LF	3.00	4,260.00
37	SWPPP - Temporary Erosion Control Bags	1,420 (LF)	LF	2.50	3,550.00
38	SWPPP - Temporary Storm Drain Inlet Filter Bags	1,420 (LF)	LF	2.50	3,550.00
39	SWPPP - Temporary Stabilization Construction Site Access	1	LS	1,500.00	1,500.00
40	SWPPP - Construction Waste Management	1	LS	4,500.00	4,500.00
41	2 Inch PDEH Gas Man	1,420 (LF)	LF	16.00	22,720.00
42	15 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	720 (LF)	LF	15.00	10,800.00
43	15 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	720 (LF)	LF	35.00	25,200.00
44	Rate 24 Underground Interlocking Overhead Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	0 (SF)	SF	6,000.00	0.00
Total Bid Schedule A =					\$1,787,556.53
					\$1,787,556.53

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule B (Phillips Road Improvements) (Summy Drive to Newkom Ranch Drive) (720.0') (10' Landscape, 10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 6' sidewalk, 12' landscape)</b>					
720.00					
Collector - 104.0' ROW					
1	Mobilization/Demobilization	1	LS	\$335,050.13	\$335,050.13
2	Clearing and Grubbing	1.72	AC	399.00	686.28
3	Roadway Excavation (includes Subgrade Compaction)	2,426.67	CY	25.50	61,869.75
4	Class 2 Aggregate Base	1,210 (LF)	TON	15.00	18,150.00
5	Asphalt Concrete (Type B)	870 (LF)	TON	82,650.00	82,650.00
6	Minor Concrete (Barrier Curb and Gutter)	2,403.80	LF	16.00	45,280.00
7	Minor Concrete (Sidewalk) (0.50' - 1.00' - 1.50')	1,440.00	SF	4.10	5,904.00
8	Class 2 Aggregate Base (0.50' - 1.00' - 1.50')	270 (LF)	TON	25.00	6,750.00
9	Minor Concrete (ADA Access Ramp)	6	EA	1,500.00	9,000.00
10	Roadside Sign - One Post	2	EA	300.00	600.00
11	Survey Monument	6	EA	600.00	3,600.00
12	Landscape Planting (10' Landscape Area behind Sidewalk)	15,840.00	SF	4.00	63,360.00
13	Irrigation System (10' Landscape Area behind Sidewalk)	15,840.00	LF	1.62	25,660.80
14	Landscape Planting (0' Parkway Area)	8,640.00	SF	4.00	34,560.00
15	Landscape Planting (10' Parkway Area behind Sidewalk)	8,640.00	SF	4.00	34,560.00
16	6 Inch Irrigation Ductile Iron or C-900 Pipe Sleeve	2	EA	10,600.00	21,200.00
17	60 Inch Class 4 RCP or 60 Inch Cast-in-Place Pipe	1.67	LF	270.00	453.60
18	18 Inch Class 4 RCP or 18 Inch Cast-in-Place Pipe	800	LF	212.50	170,000.00
19	12 Inch Class 4 RCP or 12 Inch Cast-in-Place Pipe	210	LF	185.00	39,050.00
20	10 Inch Class 3 RCP or 10 Inch Cast-in-Place Pipe	210	LF	125.00	26,250.00
21	24 Inch Class 3 RCP or 24 Inch Cast-in-Place Pipe	60	LF	80.00	4,800.00
22	Type DR 7 - Storm Drain Manhole (Pipes < 30 in)	3	EA	5,300.00	15,900.00
23	Type DR 11 - Storm Drain Deep Inlet	4	EA	5,300.00	21,200.00
24	12 Inch Class 150 Ductile Iron Pipe	720	LF	85.00	61,200.00
25	12 Inch Water Gate Valve	3	EA	2,000.00	6,000.00
26	12 Inch Water Gate Valve	3	EA	5,000.00	15,000.00
27	12 Inch Water Gate Valve	3	EA	2,000.00	6,000.00
28	Type W1 - Fire Hydrant Assembly	6	EA	7,950.00	47,700.00
29	Type S1 - Double Combination Air Valve	2	EA	5,500.00	11,000.00
30	12 Inch Class 2 VCP or 12 Inch Ductile Iron Pipe	720	LF	68,000.00	48,960.00
31	10 Inch Class 2 VCP or 10 Inch Ductile Iron Pipe	360	LF	65.00	23,400.00
32	Type SS1 - Sanitary Sewer Manhole	2	EA	5,500.00	11,000.00
33	Pavement Delineation	1	LS	4,500.00	4,500.00
34	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	3	EA	4,300.00	12,900.00
35	Open Silt Wall (includes foundation)	1,440	LF	185.00	266,400.00
36	SWPPP - Temporary Silt Fence	1,185	LF	3.00	3,555.00
37	SWPPP - Temporary Erosion Control Bags	1,185	LF	2.50	2,962.50
38	SWPPP - Temporary Storm Drain Inlet Filter Bags	1,185	LF	2.50	2,962.50
39	SWPPP - Temporary Stabilization Construction Site Access	1	LS	1,500.00	1,500.00
40	SWPPP - Construction Waste Management	1	LS	4,500.00	4,500.00
41	2 Inch PDEH Gas Man	720 (LF)	LF	16.00	11,520.00
42	15 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	720 (LF)	LF	15.00	10,800.00
43	15 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	720 (LF)	LF	35.00	25,200.00
44	Rate 24 Underground Interlocking Overhead Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	0 (SF)	SF	6,000.00	0.00
Total Bid Schedule B =					\$1,137,469.73
					\$1,137,469.73

Major Collector - 117.0' ROW	Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
0.00	35,050.13	-	-	-	-	-	-	-	-	-
Number of Lots -	1,512.40	-	-	-	-	-	-	-	-	-
ROW Width -	36,300.00	-	-	-	-	-	-	-	-	-
AB	13,365.00	-	-	-	-	-	-	-	-	-
Road Half	59,040.00	-	-	-	-	-	-	-	-	-
Sidewalk Width - north/west	82,650.00	-	-	-	-	-	-	-	-	-
Bike Path/Sidewalk Width	23,000.00	-	-	-	-	-	-	-	-	-
Curb and Gutter - Half	45,280.00	-	-	-	-	-	-	-	-	-
Road	92,783.00	-	-	-	-	-	-	-	-	-
Road	12,500.00	-	-	-	-	-	-	-	-	-
Road	15,960.00	-	-	-	-	-	-	-	-	-
Road	2,400.00	-	-	-	-	-	-	-	-	-
Road	3,600.00	-	-	-	-	-	-	-	-	-
0.00	-	31,780.00	-	-	-	-	-	-	-	-
0.00	-	36,774.00	-	-	-	-	-	-	-	-
8.00	-	10,600.00	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	121,500.00
-	-	-	-	-	-	-	-	-	-	461,500.00
-	-	-	-	-	-	-	-	-	-	98,050.00
-	-	-	-	-	-	-	-	-	-	37,500.00
-	-	-	-	-	-	-	-	-	-	44,800.00
-	-	-	-	-	-	-	-	-	-	29,400.00
-	-	-	-	-	-	-	-	-	-	21,200.00
-	-	-	-	-	-	-	-	-	-	29,680.00
-	-	-	-	-	-	-	-	-	-	13,500.00
-	-	-	-	-	-	-	-	-	-	62,700.00
848.40	-	-	-	-	-	-	-	-	-	72,250.00
-	-	-	-	-	-	-	-	-	-	18,000.00
-	-	-	-	-	-	-	-	-	-	20,000.00
-	-	-	-	-	-	-	-	-	-	45,315.00
-	-	-	-	-	-	-	-	-	-	11,000.00
-	-	-	-	-	-	-	-	-	-	116,000.00
-	-	-	-	-	-	-	-	-	-	40,950.00
-	-	-	-	-	-	-	-	-	-	37,100.00
-	-	-	-	-	-	-	-	-	-	4,500.00
-	-	-	-	-	-	-	-	-	-	24,510.00
-	-	-	-	-	-	-	-	-	-	780
1,414.00	-	-	-	-	-	-	-	-	-	4,260.00
-	-	-	-	-	-	-	-	-	-	3,330.00
1,414.00	-	-	-	-	-	-	-	-	-	3,692.00
-	-	-	-	-	-	-	-	-	-	1,500.00
-	-	-	-	-	-	-	-	-	-	4,500.00
1,414.00	-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	-	0.00
1,414.00	-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	-	0.00
-	-	-	-	-	-	-	-	-	-	0.00
0.00	-	-	-	-	-	-	-	-	-	0.00
<b>868,925.53 79,154.00 461,780.00 229,265.00 194,850.00 15,282.00 0.00 0.00 0.00 0.00</b>										
0.00	22,363.33	-	-	-	-	-	-	-	-	-
104.00	676.60	-	-	-	-	-	-	-	-	-
1.17	13,365.00	-	-	-	-	-	-	-	-	-
2.00	59,040.00	-	-	-	-					





CITY OF YUBA CITY  
NEWKOM RANCH IMPROVEMENTS  
DETAILED COST ESTIMATE - AUGUST 27, 2018 - NEWKOM BACKBONE INFRASTRUCTURE

Project	CU	RCVD BY	DATE		
Newkom Ranch Subdivision - Backbone Infrastructure	Writer	S.M. Minal	24-Aug-18		
MW PROJECT NO.	QTY. BY	IN	CONST. INDEX		
13-134	J. Mallon	22-Feb-16	1116.42		
ESTIMATE NO.	QTY. CHK.	OUT	BLDG. INDEX		
1	S. Minal	24-Aug-18	6042.91		
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule G (Bogus Road Improvements) (Columbia Drive to Railroad) (600.0') (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)</b>					
1	Mobilization/Demobilization	1	LS	\$12,370.11	\$12,370.11
2	Cleaning and Grubbing	1.2	AC	398.00	477.60
3	Traffic Control	1	LS	8,500.00	8,500.00
4	Construction Area Signs	1	LS	3,500.00	3,500.00
5	Minor Excavation (includes Subgrade Composition)	4,033.83	CY	2,270.00	9,156.74
6	Class 2 Aggregate Base	3,800 (F)	TON	18.00	68,400.00
7	Asphalt Concrete (Type B)	1,000 (F)	TON	95.00	95,000.00
8	Asphalt Concrete Overlay (Type B) (0.15 - feet)	0 (F)	TON	105.00	0.00
9	Minor Concrete (Barrier Curb and Gutter)	1,050 (F)	TON	16.00	16,800.00
10	Minor Concrete (Sidewalk) (0.50 - feet)	6,300 (F)	SF	4.10	25,830.00
11	Minor Concrete (Bus Turnout - scope includes valley gutter, concrete, type curb and 9' x 16' concrete pad)	1	LS	12,500.00	12,500.00
12	Remove Asphalt Concrete	6,300	SF	0.65	4,095.00
13	Remove Asphalt Concrete	6,300	SF	0.65	4,095.00
14	Site Preparation (8' Parkway Area)	2	EA	200.00	400.00
15	Site Preparation (8' Parkway Area)	2	EA	200.00	400.00
16	Irrigation System (8' Parkway Area)	2	EA	16.00	32.00
17	18 inch Class 3 Storm Drain Junction Inlet (Pipes - 30 in)	2	EA	4,770.00	9,540.00
18	Type DR 3 - Storm Drain Deep Inlet	2	EA	2,210.00	4,420.00
19	18 inch Class 350 Ductile Iron Pipe	3	EA	350.00	1,050.00
20	18 inch Water Valve	2	EA	2,500.00	5,000.00
21	Type W1 - Fire Hydrant Assembly	3	EA	793.00	2,379.00
22	Type W1 - 1 inch Water Service	3	EA	2,400.00	7,200.00
23	18 inch Class 3 VCP or 8 inch Epoxy Ductile Iron Pipe	680	LF	55.00	37,400.00
24	Precast Concrete Manhole	2	EA	2,900.00	5,800.00
25	Type S21 - Sanitary Sewer Manhole	2	EA	5,000.00	10,000.00
26	Pavement Rehabilitation	2	LS	1,500.00	1,500.00
27	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	3	EA	4,300.00	12,900.00
28	SWPPP - Temporary Site Erosion Control	680 (F)	LF	3.00	2,040.00
29	SWPPP - Temporary Storm Drain Inlet Filter Bags	2	EA	350.00	700.00
30	SWPPP - Temporary Fiber Rolls and Geotextile	680 (F)	LF	2.60	1,768.00
31	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
32	SWPPP - Temporary Storm Drain Inlet Filter Bags	2	EA	350.00	700.00
33	SWPPP - Erosion Control Seeding	10	AC	300.00	3,000.00
34	Electric (not front foot) - Utility Fees	400	LF	55.00	22,000.00
35	PCI & Trench Inspection	400	LF	2.00	800.00
36	18 inch PCB (Gas Main)	680 (F)	LF	16.00	10,880.00
37	PCI & Trench Inspection	4	EA	500.00	2,000.00
38	PCI & Trench Engineering	1	LS	15,000.00	15,000.00
39	24 inch x 59 inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	8 (F)	EA	2,500.00	20,000.00
41	Rifle 30 Underground Existing Overhead Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	680 (F)	LF	650.00	441,000.00
Total Bid Schedule G = \$630,875.71					
<b>Bid Schedule H (Stewart Road Improvements) (SR99 to Phillips Road) (1,050.0') (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' sidewalk, 10' sidewalk, 12' landscape)</b>					
1	Mobilization/Demobilization	1	LS	\$19,101.70	\$19,101.70
2	Cleaning and Grubbing	1.6	AC	398.00	636.80
3	Traffic Control	1	LS	8,500.00	8,500.00
4	Construction Area Signs	1	LS	3,500.00	3,500.00
5	Minor Excavation (includes Subgrade Composition)	2,723.22	CY	3,250.00	8,850.47
6	Class 2 Aggregate Base	3,675.00	TON	18.00	66,150.00
7	Asphalt Concrete (Type B)	997.50	TON	95.00	94,762.50
8	Asphalt Concrete Overlay (Type B) (0.15 - feet)	0 (F)	TON	105.00	0.00
9	Minor Concrete (Barrier Curb and Gutter)	1,050 (F)	TON	16.00	16,800.00
10	Minor Concrete (Sidewalk) (0.50 - feet)	6,300 (F)	SF	4.10	25,830.00
11	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	160 (F)	TON	28.00	4,480.00
12	Remove Asphalt Concrete	6,300	SF	0.65	4,095.00
13	Remove Asphalt Concrete	6,300	SF	0.65	4,095.00
14	Site Preparation (8' Parkway Area)	2	EA	200.00	400.00
15	Site Preparation (8' Parkway Area)	2	EA	200.00	400.00
16	Irrigation System (8' Parkway Area)	2	EA	16.00	32.00
17	18 inch Class 3 Storm Drain Junction Inlet (Pipes - 30 in)	2	EA	4,770.00	9,540.00
18	Type DR 3 - Storm Drain Deep Inlet	2	EA	2,210.00	4,420.00
19	18 inch Class 350 Ductile Iron Pipe	3	EA	350.00	1,050.00
20	18 inch Water Valve	2	EA	2,500.00	5,000.00
21	Type W1 - Fire Hydrant Assembly	3	EA	793.00	2,379.00
22	Type W1 - 1 inch Water Service	3	EA	2,400.00	7,200.00
23	18 inch Class 3 VCP or 8 inch Epoxy Ductile Iron Pipe	630	LF	55.00	34,650.00
24	Precast Concrete Manhole	2	EA	2,900.00	5,800.00
25	Type S21 - Sanitary Sewer Manhole	2	EA	5,000.00	10,000.00
26	Pavement Rehabilitation	2	LS	1,500.00	1,500.00
27	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	4	EA	4,300.00	17,200.00
28	SWPPP - Temporary Site Erosion Control	1,050 (F)	LF	2.20	2,310.00
29	SWPPP - Temporary Storm Drain Inlet Filter Bags	2	EA	350.00	700.00
30	SWPPP - Temporary Fiber Rolls and Geotextile	1,050 (F)	LF	2.60	2,730.00
31	SWPPP - Temporary Stabilized Construction Site Access	1	EA	1,500.00	1,500.00
32	SWPPP - Temporary Storm Drain Inlet Filter Bags	2	EA	350.00	700.00
33	SWPPP - Erosion Control Seeding	10	AC	300.00	3,000.00
34	Electric (not front foot) - Utility Fees	400	LF	55.00	22,000.00
35	PCI & Trench Inspection	400	LF	2.00	800.00
36	18 inch PCB (Gas Main)	1,050 (F)	LF	16.00	16,800.00
37	PCI & Trench Engineering	1	LS	15,000.00	15,000.00
38	24 inch x 59 inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	8 (F)	EA	2,500.00	20,000.00
39	Rifle 30 Underground Existing Overhead Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	1,050 (F)	LF	650.00	682,500.00
Total Bid Schedule H = \$974,186.50					

680.00	8	4 Lane Arterial - 74.0' ROW
8.00		Number of Lots = 8.00
1.16		ROW Width = 74.00
4,500.00		Length 680.00
2,500.00		AC 9.50
4,033.83		AB 1.83
5,797.00		Road Half 2.00
1,479.00		Sidewalk Width - north/west 5.00
		Sidewalk Width - south/east 5.00
1,360.00		Bike Path/Sidewalk Width 0.00
6,800.00		Curb and Gutter - Half 2.00
		Road 12,500.00
		Road 4,760.00
		Road 6,000.00
		Road 8,840.00
		Road 1,200.00
		Road 1,200.00
		Storm Drainage 49,200.00
		Storm Drainage 9,540.00
		Storm Drainage 4,240.00
		Water 57,000.00
		Water 7,500.00
		Water 22,260.00
		Water 22,400.00
		Sewer 37,400.00
		Sewer 5,800.00
		Sewer 10,000.00
		Road 1,500.00
		Road 12,040.00
		SWPPP 2,040.00
		SWPPP 380.00
		SWPPP 1,768.00
		SWPPP 1,500.00
		SWPPP 3,000.00
		Dry Utilities 8.00
		Dry Utilities 8.00
		Dry Utilities 680.00
		Dry Utilities 8.00
		Dry Utilities 8.00
		Dry Utilities 8.00
		Dry Utilities 680.00

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
384,747.71	0.00	62,980.00	109,960.00	60,000.00	13,188.00	0.00	0.00	0.00	0.00
19,101.70									
66.50									
8,500.00									
3,500.00									
15,915.00									
1,000									
6.00									
0.00									
0.00									
18,800.00									
4,500.00									
4,880.00									
4,500.00									
4,095.00									
1,200.00									
11,760.00									
13,608.00									
75,600.00									
143,100.00									
6,360.00									
115,500.00									
89,250.00									
18,000.00									
33,390.00									
5,500.00									
34,650.00									
15,900.00									
4,500.00									
18,060.00									
236,250.00									
3,150.00									
570.00									
2,730.00									
1,500.00									
4,500.00									
3,800.00									
									0.00
									0.00
									0.00
1,050.00									0.00
									0.00
									0.00
524,908.50	25,368.00	96,270.00	261,640.00	50,550.00	15,450.00	0.00	0.00	0.00	0.00

S974.186.50

CITY OF YUBA CITY  
 NEWKOM RANCH IMPROVEMENTS  
 DETAILED COST ESTIMATE - AUGUST 27, 2018 - NEWKOM BACKBONE INFRASTRUCTURE

Project	Newkom Ranch Subdivision - Backbone Infrastructure	CO.	Sutter	RCVD BY	S.M. Mims	DATE	24-Aug-18
MEM PROJECT NO.	13-134	QTY. BY	J. Mallon	IN	22-Feb-16	CONST. INDEX	1116.42
ESTIMATE NO.	1	QTY. CHK.	S. Minard	OUT	24-Aug-18	BLDG. INDEX	6942.91

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount	(5)
<b>Bid Schedule 1 (Storm Road Improvements) (Phillips Road to Sea Cliff Way) (830.0') (North Half Only - 4' asphalt, 3.4' asphalt, 2.5' curb and gutter, 8' parking, 6' sidewalk, 12' landscape)</b>						
1	Mobilization/Demobilization	1	LS	\$11,284.49	\$11,284.49	Road
2	Clearing and Grubbing	1.3	AC	399.00	517.40	Road
3	Roadway Excavation (includes Subgrade Compaction)	2,820 (F)	CY	5.20	14,724.00	Road
4	Class 2 Aggregate Base	2,910 (F)	TON	18.00	52,380.00	Road
5	Asphalt Concrete (Type II)	2,910 (F)	TON	95.00	276,045.00	Road
6	Minor Concrete (Barrier Curb and Gutter)	1,670 (L)	LF	16.00	26,720.00	Road
7	Minor Concrete (Sidewalk) (0.50 - feet)	8,350 (S)	SF	4.10	34,235.00	Road
8	Minor Concrete (ADA Access Ramp)	8	EA	300.00	2,400.00	Road
9	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	130 (F)	TON	28.00	3,640.00	Road
10	Remove Asphalt Concrete	4,990 (S)	SF	0.65	3,243.50	Road
11	Roadside Sign - One Post	3	EA	600.00	1,800.00	Road
12	Survey Monument	3	EA	600.00	1,800.00	Road
13	Landscape Planting (10' Landscape Area behind Sidewalk)	0	SF	1.40	0.00	Landscape and Irrigation
14	Irrigation System (10' Landscape Area behind Sidewalk)	0	SF	1.62	0.00	Landscape and Irrigation
15	Landscape Planting (8' Parkway Area)	6,700	SF	1.40	9,380.00	Landscape and Irrigation
16	Irrigation System (8' Parkway Area)	6,700	SF	1.62	10,854.00	Landscape and Irrigation
17	18 Inch Class 4 Reinforced Concrete Pipe	1,040	LF	60.00	62,400.00	Storm Drainage
18	54 Inch Class 3 RCP or 54 Inch Cast-in-Place Pipe	835	LF	245.00	204,575.00	Storm Drainage
19	Type SR-1 - Storm Drain Inlet	6	EA	310.00	1,860.00	Storm Drainage
20	Type SR-1 - Storm Drain Manhole (Pipes < 30 in)	2	EA	4,500.00	9,000.00	Storm Drainage
21	18 Inch Class 350 Ductile Iron Pipe	840	LF	85.00	71,400.00	Water
22	16 Inch Water Gate Valve	4	EA	4,500.00	18,000.00	Water
23	Type SR-1 - Storm Drain Manhole	1	EA	3,500.00	3,500.00	Water
24	Type SR-1 - Storm Drain Manhole	1	EA	3,500.00	3,500.00	Water
25	Payement Beddownment	3,500	LF	1.50	5,250.00	Road
26	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	3	EA	4,300.00	12,900.00	Road
27	18" Solid Wall (includes foundation)	1,670	LF	185.00	308,950.00	Road
28	SWPPP - Temporary Silt Fence	840 (F)	LF	3.00	2,520.00	SWPPP
29	SWPPP - Temporary Storm Drain Inlet Filter Bags	4	EA	175.00	700.00	SWPPP
30	SWPPP - Temporary Fiber Rolls and Geot Bags	840 (F)	LF	2.60	2,184.00	SWPPP
31	SWPPP - Temporary Construction Site Access	1	EA	1,500.00	1,500.00	SWPPP
32	SWPPP - Construction Waste Management	1	EA	1,200.00	1,200.00	SWPPP
33	SWPPP - Insect Control Seeding	1.0	AC	3,000.00	3,000.00	SWPPP
34	18 Inch P&G Gas Man	840 (F)	LF	16.00	13,440.00	Dry Utilities
35	18 Inch P&G Gas Man	840 (F)	LF	16.00	13,440.00	Dry Utilities
36	18 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	840 (F)	LF	35.00	29,400.00	Dry Utilities
37	18 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	840 (F)	LF	35.00	29,400.00	Dry Utilities
38	18 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	0 (5P)	LF	60.00	0.00	Dry Utilities
Total Bid Schedule 1 =						\$677,508.89

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount	(5)
<b>Bid Schedule 2 (Newkom Ranch Drive Improvements) (Phillips Road to Estate Lots) (835.0') (12' landscape, 5' sidewalk, 8' parking, 2.5' curb and gutter, 2.4' asphalt, 2.4' asphalt, 2.5' curb and gutter, 8' parking, 5' sidewalk, 12' landscape)</b>						
1	Mobilization/Demobilization	1	LS	\$20,791.56	\$20,791.56	Road
2	Clearing and Grubbing	1.9	AC	399.00	758.20	Road
3	Roadway Excavation (includes Subgrade Compaction)	2,820 (F)	CY	5.20	14,724.00	Road
4	Class 2 Aggregate Base	2,910 (F)	TON	18.00	52,380.00	Road
5	Asphalt Concrete (Type II)	2,910 (F)	TON	95.00	276,045.00	Road
6	Minor Concrete (Barrier Curb and Gutter)	1,670 (L)	LF	16.00	26,720.00	Road
7	Minor Concrete (Sidewalk) (0.50 - feet)	8,350 (S)	SF	4.10	34,235.00	Road
8	Minor Concrete (ADA Access Ramp)	8	EA	300.00	2,400.00	Road
9	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	130 (F)	TON	28.00	3,640.00	Road
10	Remove Asphalt Concrete	4,990 (S)	SF	0.65	3,243.50	Road
11	Roadside Sign - One Post	3	EA	600.00	1,800.00	Road
12	Survey Monument	3	EA	600.00	1,800.00	Road
13	Landscape Planting (10' Landscape Area behind Sidewalk)	0	SF	1.40	0.00	Landscape and Irrigation
14	Irrigation System (10' Landscape Area behind Sidewalk)	0	SF	1.62	0.00	Landscape and Irrigation
15	Landscape Planting (8' Parkway Area)	10,020	SF	1.40	14,028.00	Landscape and Irrigation
16	Irrigation System (8' Parkway Area)	10,020	SF	1.62	16,032.00	Landscape and Irrigation
17	18 Inch Class 4 Reinforced Concrete Pipe	210	LF	60.00	12,600.00	Storm Drainage
18	54 Inch Class 3 RCP or 54 Inch Cast-in-Place Pipe	835	LF	245.00	204,575.00	Storm Drainage
19	Type SR-1 - Storm Drain Inlet	6	EA	310.00	1,860.00	Storm Drainage
20	Type SR-1 - Storm Drain Manhole (Pipes < 30 in)	2	EA	4,500.00	9,000.00	Storm Drainage
21	18 Inch Class 350 Ductile Iron Pipe	840	LF	85.00	71,400.00	Water
22	16 Inch Water Gate Valve	4	EA	4,500.00	18,000.00	Water
23	Type SR-1 - Storm Drain Manhole	1	EA	3,500.00	3,500.00	Water
24	Type SR-1 - Storm Drain Manhole	1	EA	3,500.00	3,500.00	Water
25	Payement Beddownment	3,500	LF	1.50	5,250.00	Road
26	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	3	EA	4,300.00	12,900.00	Road
27	18" Solid Wall (includes foundation)	1,670	LF	185.00	308,950.00	Road
28	SWPPP - Temporary Silt Fence	840 (F)	LF	3.00	2,520.00	SWPPP
29	SWPPP - Temporary Storm Drain Inlet Filter Bags	4	EA	175.00	700.00	SWPPP
30	SWPPP - Temporary Fiber Rolls and Geot Bags	840 (F)	LF	2.60	2,184.00	SWPPP
31	SWPPP - Temporary Construction Site Access	1	EA	1,500.00	1,500.00	SWPPP
32	SWPPP - Construction Waste Management	1	EA	1,200.00	1,200.00	SWPPP
33	SWPPP - Insect Control Seeding	1.0	AC	3,000.00	3,000.00	SWPPP
34	18 Inch P&G Gas Man	840 (F)	LF	16.00	13,440.00	Dry Utilities
35	18 Inch P&G Gas Man	840 (F)	LF	16.00	13,440.00	Dry Utilities
36	18 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	840 (F)	LF	35.00	29,400.00	Dry Utilities
37	18 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	840 (F)	LF	35.00	29,400.00	Dry Utilities
38	18 Inch x 49 Inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	0 (5P)	LF	60.00	0.00	Dry Utilities
Total Bid Schedule 2 =						\$1,060,369.76

830.00	0	Collector - 66.5' ROW
0.00	0.00	Number of Lots -
1.27	1.90	ROW Width -
2,500.00	2,814.26	Length
2,151.85	3,799.25	AC
2,905.00	3,979.25	AB
788.50	1,002.00	Road Half
830.00	1,002.00	Sidewalk Width - north/west
4,980.00	1,670.00	Sidewalk Width - south/east
124.50	8,350.00	Bike Path/Sidewalk Width
0.00	208.75	Curb and Gutter - Half
0.00	8,350.00	AC width
66.400	6,700	Parkway width
66.400	6,700	Island Landscape width
830.00	840	Storm Drainage
18	210	Storm Drainage
6	2	Storm Drainage
2	2	Storm Drainage
830.00	840	Water
4	4	Water
3.32	1	Water
3,500.00	3,500.00	Water
3.32	3	Road
830.00	3	Road
830.00	3	SWPPP
830.00	4	SWPPP
830.00	840	SWPPP
1,200.00	1	SWPPP
830.00	1.0	SWPPP
830.00	840	Dry Utilities
830.00	840	Dry Utilities
830.00	840	Dry Utilities
0.00	0	Dry Utilities
0.00	0	Dry Utilities
0.00	0	Dry Utilities

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities
13,284.49	0.00	0.00							
66.50	1.00	0.00							
530.00	0.00	0.00							
9.53	0.00	0.00							
11,880.00	0.00	9,380.00							
52,380.00	0.00	10,854.00							
75,050.00	0.00	62,400.00							
0.00	0.00	14,310.00							
13,280.00	0.00	6,300.00							
20,418.00	0.00	9,000.00							
3,640.00			91,300.00						
4,500.00			18,000.00						
3,237.00			27,030.00						
600.00			5,500.00						
1,800.00									
0.00	0.00								
0.00	0.00								
66.400	0.00	9,380.00							
66.400	0.00	10,854.00							
830.00		62,400.00							
18		14,310.00							
6		6,300.00							
2		9,000.00							
830.00			91,300.00						
4			18,000.00						
3.32			27,030.00						
3,500.00			5,500.00						
3.32			14,620.00						
830.00			186,750.00						
830.00			2,490.00						
830.00			570.00						
830.00			2,158.00						
1,200.00			1,500.00						
830.00			1,200.00						
830.00			3,000.00						
830.00									0.00
830.00									0.00
830.00									0.00
412,456.89	20,234.00	92,070.00	141,830.00	56,800.00	10,918.00	0.00	0.00	0.00	0.00
20,791.56									
756.20									
15,510.00									
68,400.00									
95,950.00									
0.00									
26,720.00									
34,235.00									
5,800.00									
9,000.00									
1,200.00									
1,800.00									
0.00	0.00								
0.00	0.00		</						





CITY OF YUBA CITY  
 NEWKOM RANCH IMPROVEMENTS  
 DETAILED COST ESTIMATE - AUGUST 27, 2018 - NEWKOM BACKBONE INFRASTRUCTURE

<b>Project</b>	<b>CD</b>	<b>RCVD BY</b>	<b>DATE</b>
Newkom Ranch Subdivision - Backbone Infrastructure	Writer	S.M. Minard	24-Aug-18
<b>MEW PROJECT NO.</b>	<b>QTY. BY</b>	<b>IN</b>	<b>CONST. INDEX</b>
13-134	J. Mallon	22-Feb-16	11116.42
<b>ESTIMATE NO.</b>	<b>QTY. CHK.</b>	<b>OUT</b>	<b>BLDG. INDEX</b>
1	S. Minard	24-Aug-18	6042.91

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule V (Offsite Sewer Improvements - Newkom Sewer Lift Station) (0.0')</b>					
1	Mobilization/Demobilization	1	LS	\$9,217.42	\$ 9,217.42
2	Sanitary Sewer Pump Station	1	LS	\$50,000.00	\$50,000.00
3	4 Inch Class 3 VCP or 4 Inch Epoxy Resin Iron Pipe	1,250	LF	\$5.00	\$ 6,250.00
4	SWPPP - Temporary Site Fence	100	LF	3.00	\$ 300.00
5	SWPPP - Temporary Storm Drain Inlet Filter Bags	2	EA	\$5.00	\$ 10.00
6	SWPPP - Temporary Fiber Rolls and Erosion Bags	60	LF	2.60	\$ 156.00
7	SWPPP - Temporary Stabilized Construction Site Access	1	EA	\$1,500.00	\$ 1,500.00
8	SWPPP - Construction Work Management	1	LS	\$4,500.00	\$ 4,500.00
9	SWPPP - Erosion Control Seeding	1.0	AC	\$3,000.00	\$ 3,000.00
<b>Total Bid Schedule V =</b>					<b>\$470,888.42</b>

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule W (Offsite Storm Drainage Improvements - Newkom Detention Pond) (0.0')</b>					
1	Mobilization/Demobilization	1	LS	\$44,899.20	\$ 44,899.20
2	Detention Pond Excavation	200,000.00	CF	6.50	\$ 1,300,000.00
3	18" x 18" x 8' Steel lining for center pipe (under SW 99)	100	LF	\$1,200.00	\$ 120,000.00
4	60 Inch Class 3 VCP or 60 Inch Class 3 Pipe	1,180	LF	\$70.00	\$ 82,600.00
5	SWPPP - Temporary Site Fence	3,100	LF	3.00	\$ 9,300.00
6	SWPPP - Temporary Fiber Rolls and Erosion Bags	2,100	LF	2.60	\$ 5,460.00
7	SWPPP - Temporary Stabilized Construction Site Access	1	EA	\$1,500.00	\$ 1,500.00
8	SWPPP - Construction Work Management	1	LS	\$4,500.00	\$ 4,500.00
9	SWPPP - Erosion Control Seeding	1.0	AC	\$3,000.00	\$ 3,000.00
<b>Total Bid Schedule W =</b>					<b>\$2,289,859.20</b>

0.00	0	Collector - 99.5' ROW
Road		Number of Lots =
Sewer		
Storm Drainage	0.00	
Water		
SWPPP		
Nghbrhd Park		
Community Park		
Open Space		
Dry Utilities		

\$470,888.42	0.00	0	Collector - 99.5' ROW
Road			Number of Lots =
Sewer			AC width
Storm Drainage	200,000.00		Landscape width - behind SW - Half
Water			
SWPPP			
Nghbrhd Park			
Community Park			
Open Space			
Dry Utilities			

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
9,217.42	-	-	-	-	-	-	-	-	-
-	-	-	-	350,000.00	-	-	-	-	-
-	-	-	-	104,225.00	-	-	-	-	-
-	-	-	-	-	-	300.00	-	-	-
-	-	-	-	-	-	190.00	-	-	-
-	-	-	-	-	-	156.00	-	-	-
-	-	-	-	-	-	1,500.00	-	-	-
-	-	-	-	-	-	4,500.00	-	-	-
-	-	-	-	-	-	-	-	-	0.00
<b>9,217.42</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>454,225.00</b>	<b>6,646.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Road	Road - Median/Center	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities
44,899.20	-	-	-	-	-	-	-	-	-
1,300,000.00	-	-	-	-	-	-	-	-	-
-	-	600,000.00	-	-	-	-	-	-	-
-	-	318,600.00	-	-	-	-	-	-	-
-	-	-	-	-	-	9,300.00	-	-	-
-	-	-	-	-	-	8,060.00	-	-	-
-	-	-	-	-	-	1,500.00	-	-	-
-	-	-	-	-	-	4,500.00	-	-	-
-	-	-	-	-	-	3,000.00	-	-	-
<b>1,344,899.20</b>	<b>0.00</b>	<b>918,600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>26,360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



# **BSMP Area Kells East Backbone Infrastructure Cost Estimates**

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**CITY OF YUBA CITY  
KELLS EAST RANCH  
DETAILED COST ESTIMATE - DECEMBER 27, 2017 - OFFSITE COSTS**

Project	Kells East Ranch - Backbone Infrastructure	CO.	Sanjour	RCVD BY	S.M. Minard	DATE	24-Aug-18
MEM PROJECT NO.	13-134	QTY. BY	J. Mallon	IN	22-Feb-16	CONST. INDEX	11116.42
ESTIMATE NO.	1	QTY. CHK.	S. Minard	OUT	24-Aug-18	BLDG. INDEX	6042.91

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount	(S)
<b>Bid Schedule A (Gilsizer Ranch Way Improvements) (Boque Road to Stewart Road) (4,025.9') (10' shared path, 8' parkway, 2.5' curb and gutter, 2.4' asphalt, 2.4' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)</b>						
1	Mobilization/Demobilization	1	LS	\$70,447.43	\$70,447.43	
2	Clearing and Grubbing	2.3	AC	398.00	925.80	
3	Roadway Excavation (includes Subgrade Compaction)	430 (F)	CY	5.30	2,281.00	
4	Class 2 Aggregate Base	18,292.00	TON	22.70	415,207.40	
5	Asphalt Concrete (Type B)	4,830.00	TON	85.00	410,550.00	
6	Minor Concrete (Barrier Curb and Gutter)	8,050.00	LF	16.00	128,800.00	
7	Minor Concrete (Sidewalks) (0.50 - feet)	64,000.00	SF	4.10	262,400.00	
8	Class 2 Aggregate Base (0.50 - feet) (under sidewalk)	1,610.00	TON	28.00	45,080.00	
9	Roadside Sign - One Post	8	EA	300.00	2,400.00	
10	Survey Monument	6	EA	600.00	3,600.00	
11	Landscape Planting (10' Landscape Area behind Sidewalk)	0	SF	7.40	0.00	
12	Irrigation System (10' Landscape Area behind Sidewalk)	0	SF	1.50	0.00	
13	Landscape Planting (10' Landscape Area behind Sidewalk)	64,000.00	SF	1.52	97,280.00	
14	Irrigation System (10' Landscape Area behind Sidewalk)	64,000.00	SF	1.62	103,680.00	
15	Irrigation System (6' Parkway Area)	8	EA	1,000.00	8,000.00	
16	6 Inch Irrigation Ductile Iron or C-900 Pipe Sleeve	2	EA	1,000.00	2,000.00	
17	75 Inch Class 3 RCP or 48 Inch Cast-in-Place Pipe	580	LF	185.00	107,300.00	
18	16 Inch Class 3 RCP or 16 Inch Cast-in-Place Pipe	928	LF	75.00	69,600.00	
19	18 Inch Class 3 RCP or 18 Inch Cast-in-Place Pipe	600	LF	85.00	51,000.00	
20	24 Inch Class 3 RCP or 24 Inch Cast-in-Place Pipe	965	LF	80.00	77,200.00	
21	18 Inch Class 4 Reinforced Concrete Pipe	1,180	LF	60.00	70,800.00	
22	Type DR 8 - Storm Drain Junction Box (Pipes - 30 in)	8	EA	15,000.00	120,000.00	
23	Type DR 8 - Storm Drain Manhole (Pipes - 30 in)	8	EA	5,500.00	44,000.00	
24	Type DR 4 - Storm Drain Junction Box (Pipes - 20 in)	2	EA	4,700.00	9,400.00	
25	Type DR 4 - Storm Drain Manhole (Pipes - 20 in)	2	EA	2,100.00	4,200.00	
26	Type FR 1 - Storm Drain Drop Inlet	10	EA	4,500.00	45,000.00	
27	Type FR 1 - Storm Drain Manhole (Pipes - 30 in)	2	EA	5,000.00	10,000.00	
28	12 inch Class 3 VCP or 10 inch Epoxy Ductile Iron Pipe	130	LF	85.00	11,050.00	
29	12 inch Water Curb Valve	3	EA	2,500.00	7,500.00	
30	Type W1 - Fire Hydrant Assembly	16	EA	79.500	127,995.00	
31	Type W1 - Double Combination Air Valve	2	EA	5,500.00	11,000.00	
32	12 inch Class 3 VCP or 12 inch Epoxy Ductile Iron Pipe	700	LF	80.00	56,000.00	
33	10 inch Class 3 VCP or 10 inch Epoxy Ductile Iron Pipe	3,015	LF	65.00	197,275.00	
34	Type SSI - Sanitary Sewer Manhole	3	EA	5,300.00	15,900.00	
35	Payement Delimitation	1	LS	4,500.00	4,500.00	
36	Street Lights (includes all work from point of connection to street light, except the joint trench conduit)	16	EA	4,300.00	69,230.00	
37	SWPPP - Temporary Silt Fence	1,866.797	LF	3.00	5,600.93	
38	SWPPP - Temporary Storm Drain Inlet Filter Bags	10	EA	95.00	950.00	
39	SWPPP - Temporary Stabilized Construction Site Access	1,010 (F)	EA	17.70	17,877.00	
40	SWPPP - Construction Waste Management	1	LS	4,500.00	4,500.00	
41	1 inch PG&E Gas Main	4,010 (F)	LF	16.00	64,160.00	
42	Gas Service	0	EA	350.00	0.00	
43	12 inch x 60 inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	0	(F)	7,500.00	0.00	
44	24 inch x 59 inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	0	(F)	7,500.00	0.00	
45	12 inch x 42 inch Joint Trench - Dry Utilities (includes electric, gas, cable, street lights, fiber, etc.)	0	LF	5,800.00	0.00	
46	Dry Utilities					
47	Dry Utilities					
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196	Dry Utilities					
197	Dry Utilities					
198	Dry Utilities					
199	Dry Utilities					
200	Dry Utilities					

4,025.00	0	Collector - 79.5' ROW
70,447.43	0.00	Number of Lots -
2,965.40	79.50	ROW Width -
74,615.00		AB
329,760.00	2.00	Road Half
458,850.00	10.00	Sidewalk Width - north/west
128,800.00	0.00	Bike Path/Sidewalk Width
264,040.00	2.00	Curb and Gutter - Half
45,990.00		
2,400.00		
3,600.00		
0.00	0.00	AC width
0.00	1.00	Road Half
64,000.00	0.00	Parkway width
64,		











# **BSMP Area Remainder Backbone Infrastructure Cost Estimates**

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Buildout Bid Schedule Items	Road											Subtotal
	Road - Median/Center Lane	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities			
Bid Schedule A (Bogue Road Improvements) (Columbia Drive to Railroad) (600.0') (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)	\$513,063.71	\$0.00	\$62,980.00	\$109,960.00	\$60,000.00	\$13,188.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$759,191.71
Bid Schedule B (Bogue Road Improvements) (SR 99 to Columbia Drive) (1,850.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$765,876.61	\$44,696.00	\$147,920.00	\$236,080.00	\$111,100.00	\$19,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,325,602.61
Bid Schedule C (Bogue Road Improvements) (Gas Station Frontage) (230.0') (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)	\$110,218.80	\$0.00	\$24,890.00	\$25,300.00	\$23,250.00	\$10,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194,136.80
Bid Schedule D (Bogue Road Improvements) (Gilsizer Ranch Way to Existing Gas Station) (670.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)	\$261,218.40	\$16,308.00	\$62,380.00	\$104,165.00	\$64,200.00	\$13,132.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$521,403.40
Bid Schedule E (Bogue Road Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (270.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$149,732.90	\$6,644.00	\$39,520.00	\$47,445.00	\$0.00	\$11,082.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254,423.90
Bid Schedule F (Bogue Road Improvements) (South Walton Avenue to Gilsizer Slough) (1,345.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$535,246.24	\$32,616.00	\$193,340.00	\$200,430.00	\$453,025.00	\$17,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,432,357.24
Bid Schedule G (South Walton Avenue Improvements) (Grove Road to Bogue Road) (2,090.0') (East Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path, 27.5' landscape)	\$707,673.87	\$50,736.00	\$243,340.00	\$315,680.00	\$0.00	\$21,844.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,339,273.87
Bid Schedule H (South Walton Avenue Improvements) (Grove Road to Stewart Road) (2,000.0') (East Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$484,009.61	\$50,440.00	\$231,440.00	\$302,600.00	\$0.00	\$21,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089,829.61
Bid Schedule I (Stewart Road Improvements) (South Walton Avenue to Gilsizer Slough) (1,730.0') (North Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$423,180.06	\$44,098.00	\$194,250.00	\$260,450.00	\$0.00	\$19,638.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$941,616.06
Bid Schedule J (Stewart Road Improvements) (Gilsizer Slough to SR 99) (730.0') (North Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path, 27.5' landscape)	\$327,879.41	\$17,818.00	\$75,270.00	\$127,650.00	\$0.00	\$13,658.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$562,275.41
Bid Schedule K (Stewart Road Improvements) (SR 99 to Phillips Road) (1,050.0') (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' sidewalk, 12' landscape)	\$524,908.50	\$25,368.00	\$96,270.00	\$261,640.00	\$50,550.00	\$15,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$974,186.50
Bid Schedule L (Stewart Road Improvements) (Phillips Road to Sea Cliff Way) (830.0') (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$412,456.89	\$20,234.00	\$92,070.00	\$141,830.00	\$0.00	\$10,918.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$677,508.89
Bid Schedule M (Stewart Road Improvements) (Sea Cliff Way to Railroad) (692.0') (North Half Only - 4' asphalt, 24' asphalt, 2.5' curb and gutter, 5' sidewalk)	\$154,045.18	\$0.00	\$71,670.00	\$113,760.00	\$56,600.00	\$10,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$406,265.18
Bid Schedule N (Stewart Road Improvements) (Railroad to 480' East of Dante Drive) (2,155.0') (North Half Only - 4' asphalt, 24' asphalt, 2.5' curb and gutter, 5' sidewalk)	\$744,969.31	\$0.00	\$370,270.00	\$263,265.00	\$152,000.00	\$18,366.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,548,870.31
Bid Schedule O (Stewart Road Improvements) (480' East of Dante Drive to Riverbend School) (1,260.0') (North Half Only - 12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 4' asphalt)	\$509,258.02	\$21,924.00	\$368,020.00	\$158,145.00	\$116,700.00	\$13,326.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,187,373.02
Bid Schedule P (Garden Highway Improvements) (480' East of Dante Drive to Riverbend School) (1,590.0') (East Frontage Only - 8' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$517,393.48	\$38,656.00	\$0.00	\$0.00	\$0.00	\$14,604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570,653.48
Bid Schedule Q (Railroad Avenue Improvements) (Stewart Road to Tuscan Road) (1,350.0') (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$599,204.60	\$46,980.00	\$191,420.00	\$178,180.00	\$108,950.00	\$13,830.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,138,564.60
Bid Schedule R (Railroad Avenue Improvements) (Tuscan Road to Bogue Road) (2,725.0') (5' sidewalk, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk)	\$1,694,075.88	\$47,415.00	\$215,070.00	\$410,455.00	\$0.00	\$21,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,388,573.88
Bid Schedule S (Bogue Road Improvements) (Railroad Avenue to South Park Drive) (1,110.0') (South Frontage Only - 38' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)	\$361,398.58	\$26,878.00	\$117,870.00	\$41,275.00	\$0.00	\$12,486.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$559,907.58
Bid Schedule T (Newkom Ranch Drive Improvements) (Phillips Road to Estate Lots) (835.0') (12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$606,312.76	\$29,058.00	\$245,795.00	\$111,430.00	\$56,800.00	\$10,974.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,060,369.76
Bid Schedule U (Newkom Ranch Drive Improvements) (Estate Lots to Railroad Avenue) (675.0') (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$311,289.81	\$11,745.00	\$173,680.00	\$100,765.00	\$55,500.00	\$9,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$662,867.81
Bid Schedule V (Phillips Road Improvements) (Bogue Road to Summy Drive) (1,414.0') (10' shared path, 8' parkway, 2.5' curb and gutter, 34' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$808,025.53	\$79,154.00	\$461,780.00	\$229,265.00	\$194,050.00	\$15,282.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,787,556.53
Bid Schedule W (Phillips Road Improvements) (Summy Drive to Newkom Ranch Drive) (720.0') (10' landscape, 10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$547,684.93	\$75,012.80	\$342,220.00	\$97,255.00	\$62,700.00	\$12,597.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,137,469.73
Bid Schedule X (Phillips Road Improvements) (Newkom Ranch Drive to North End of Newkom Park) (365.0') (10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$221,589.36	\$28,049.60	\$342,220.00	\$56,375.00	\$39,950.00	\$11,687.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$699,870.96
Bid Schedule Y (Phillips Road Improvements) (Newkom Park Frontage) (488.0') (10' shared path, 8' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$304,924.10	\$34,691.20	\$149,960.00	\$80,550.00	\$53,050.00	\$12,504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$635,679.30
Bid Schedule Z (Phillips Road Improvements) (Newkom Park to Stewart Road) (1,103.0') (10' landscape, 10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$832,234.85	\$111,691.40	\$149,960.00	\$153,125.00	\$93,350.00	\$15,976.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,356,337.25
Bid Schedule AA (Gilsizer Ranch Way Improvements) (Bogue Road to Stewart Road) (4,025.0') (10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$1,866,797.83	\$202,968.00	\$642,515.00	\$521,545.00	\$329,475.00	\$29,518.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,592,818.83
Bid Schedule BB (Kells Ranch Drive Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (1,550.0') (12' landscape, 6' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$832,329.65	\$29,090.00	\$342,220.00	\$194,040.00	\$116,650.00	\$14,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,529,084.65
Bid Schedule CC (Offsite Water Improvements) (0.0')	\$0.00	\$0.00	\$0.00	\$738,808.72	\$0.00	\$11,336.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,144.72
Bid Schedule DD (Offsite Sewer Improvements - Kells Ranch Sewer Pump Station) (0.0')	\$0.00	\$0.00	\$0.00	\$0.00	\$2,273,461.72	\$6,836.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,280,297.72
Bid Schedule EE (Offsite Sewer Improvements - Newkom Sewer Pump Station) (0.0')	\$0.00	\$0.00	\$0.00	\$0.00	\$463,442.42	\$6,646.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$470,088.42
Bid Schedule FF (Offsite Storm Drainage Improvements - Kells Detention Pond) (0.0')	\$0.00	\$0.00	\$1,582,037.20	\$0.00	\$0.00	\$26,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,608,397.20
Bid Schedule GG (Offsite Storm Drainage Improvements - Newkom Detention Pond) (0.0')	\$0.00	\$0.00	\$2,079,899.20	\$0.00	\$0.00	\$26,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,106,259.20
Miscellaneous	\$2,539,837.00	\$0.00	\$4,155,819.91	\$0.00	\$0.00	\$0.00	\$7,320,752.93	\$0.00	\$2,874,167.80	\$0.00	\$0.00	\$16,890,577.64
<b>Subtotal</b>	<b>\$18,666,835.86</b>	<b>\$1,092,271.00</b>	<b>\$13,466,096.31</b>	<b>\$5,581,468.72</b>	<b>\$4,934,804.14</b>	<b>\$503,437.00</b>	<b>\$7,320,752.93</b>	<b>\$0.00</b>	<b>\$2,874,167.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$54,439,833.76</b>

Newkom Ranch Bid Schedule Items												
	Road	Road - Median-Center Lane	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	By Utilities	Subtotal	
Bid Schedule G (Boque Road Improvements) (Columbia Drive to Railroad) (680.0') (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)	\$384,747.71	\$0.00	\$62,980.00	\$109,960.00	\$60,000.00	\$13,188.00	\$0.00	\$0.00	\$0.00	\$0.00	\$630,875.71	
Bid Schedule F (Boque Road Improvements) (SR 99 to Columbia Drive) (1,850.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$765,876.61	\$44,696.00	\$147,920.00	\$236,080.00	\$111,100.00	\$19,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,325,602.61	
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Bid Schedule H (Stewart Road Improvements) (SR 99 to Phillips Road) (1,050.0') (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' sidewalk, 12' landscape)	\$524,908.50	\$25,368.00	\$96,270.00	\$261,640.00	\$50,550.00	\$15,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$974,186.50	
Bid Schedule I (Stewart Road Improvements) (Phillips Road to Sea Cliff Way) (830.0') (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$412,456.89	\$20,234.00	\$92,070.00	\$141,830.00	\$0.00	\$10,918.00	\$0.00	\$0.00	\$0.00	\$0.00	\$677,508.89	
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Bid Schedule J (Newkom Ranch Drive Improvements) (Phillips Road to Estate Lots) (835.0') (12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$606,312.76	\$29,058.00	\$245,795.00	\$111,430.00	\$56,800.00	\$10,974.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,060,369.76	
Bid Schedule K (Newkom Ranch Drive Improvements) (Estate Lots to Railroad Avenue) (675.0') (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$311,289.81	\$11,745.00	\$173,680.00	\$100,765.00	\$55,500.00	\$9,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$662,867.81	
Bid Schedule A (Phillips Road Improvements) (Boque Road to Summy Drive) (1,414.0') (10' shared path, 8' parkway, 2.5' curb and gutter, 34' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$808,025.53	\$79,154.00	\$461,780.00	\$229,265.00	\$194,050.00	\$15,282.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,787,556.53	
Bid Schedule B (Phillips Road Improvements) (Summy Drive to Newkom Ranch Drive) (720.0') (10' Landscape, 10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$547,684.93	\$75,012.80	\$342,220.00	\$97,255.00	\$62,700.00	\$12,597.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,137,469.73	
Bid Schedule C (Phillips Road Improvements) (Newkom Ranch Drive to North End of Newkom Park) (365.0') (10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$221,589.36	\$28,049.60	\$342,220.00	\$56,375.00	\$39,950.00	\$11,687.00	\$0.00	\$0.00	\$0.00	\$0.00	\$699,870.96	
Bid Schedule D (Phillips Road Improvements) (Newkom Park Frontage) (488.0') (10' shared path, 8' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$304,924.10	\$34,691.20	\$149,960.00	\$80,550.00	\$53,050.00	\$12,504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$635,679.30	
Bid Schedule E (Phillips Road Improvements) (Newkom Park to Stewart Road) (1,103.0') (10' landscape, 10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$832,234.85	\$111,691.40	\$149,960.00	\$153,125.00	\$93,350.00	\$15,976.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,356,337.25	
NA												
NA												
Bid Schedule U (Offsite Water Improvements) (0.0')	\$3,678.00	\$0.00	\$0.00	\$183,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187,578.00	
NA												
Bid Schedule V (Offsite Sewer Improvements - Newkom Sewer Lift Station) (0.0')	\$9,217.42	\$0.00	\$0.00	\$0.00	\$454,225.00	\$6,646.00	\$0.00	\$0.00	\$0.00	\$0.00	\$470,088.42	
NA												
Bid Schedule W (Offsite Storm Drainage Improvements - Newkom Detention Pond) (0.0')	\$1,344,899.20	\$0.00	\$918,600.00	\$0.00	\$0.00	\$26,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,289,859.20	
Miscellaneous	\$1,469,635.00	\$0.00	\$4,155,819.91	\$0.00	\$0.00	\$0.00	\$233,511.06	\$0.00	\$0.00	\$0.00	\$5,858,965.97	
<b>Subtotal</b>	<b>\$8,547,480.66</b>	<b>\$459,700.00</b>	<b>\$7,339,274.91</b>	<b>\$1,762,175.00</b>	<b>\$1,231,275.00</b>	<b>\$181,400.00</b>	<b>\$233,511.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,754,816.63</b>	

**Kells East Bid Schedule Items**

	Road	Road - Median/Center Lane	Storm Drainage	Water	Sewer	SWPPP	Nghbrhd Park	Community Park	Open Space	Dry Utilities	Subtotal
NA											
NA											
NA											
Bid Schedule D (Bogue Road Improvements) (Gilsizer Ranch Way to Existing Gas Station) (670.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)	\$260,892.24	\$0.00	\$62,380.00	\$104,165.00	\$64,200.00	\$13,132.00	\$0.00	\$0.00	\$0.00	\$0.00	\$504,769.24
Bid Schedule C (Bogue Road Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (270.0') (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared oath)	\$149,732.90	\$6,644.00	\$39,520.00	\$47,445.00	\$0.00	\$11,082.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254,423.90
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Bid Schedule E (Stewart Road Improvements) (Gilsizer Slough to SR 89) (730.0') (North Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path, 27.5' landscape)	\$303,807.41	\$17,818.00	\$75,270.00	\$127,650.00	\$0.00	\$13,658.00	\$0.00	\$0.00	\$0.00	\$0.00	\$538,203.41
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Bid Schedule A (Gilsizer Ranch Way Improvements) (Bogue Road to Stewart Road) (4,025.0') (10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$1,866,797.83	\$202,968.00	\$642,515.00	\$521,545.00	\$329,475.00	\$29,518.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,592,818.83
Bid Schedule B (Kells Ranch Drive Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (125.0') (12' landscape, 8' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 5' sidewalk, 12' landscape)	\$65,715.25	\$8,070.00	\$342,220.00	\$28,025.00	\$24,350.00	\$11,063.00	\$0.00	\$0.00	\$0.00	\$0.00	\$479,443.25
Bid Schedule F (Offsite Water Improvements) (0.0')	\$14,917.50	\$0.00	\$0.00	\$745,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760,792.50
Bid Schedule G (Offsite Sewer Improvements) (0.0')	\$11,511.72	\$0.00	\$0.00	\$0.00	\$568,750.00	\$6,836.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254,423.90
NA											
Bid Schedule H (Offsite Storm Drainage Improvements) (0.0')	\$1,526,537.20	\$0.00	\$55,500.00	\$0.00	\$0.00	\$26,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254,423.90
NA											
Miscellaneous	\$856,425.00	\$0.00	\$1,967,197.70	\$0.00	\$0.00	\$0.00	\$859,512.86	\$0.00	\$1,018,286.95	\$0.00	\$254,423.90
<b>Subtotal</b>	<b>\$5,056,337.04</b>	<b>\$235,500.00</b>	<b>\$3,184,602.70</b>	<b>\$1,574,705.00</b>	<b>\$986,775.00</b>	<b>\$111,649.00</b>	<b>\$859,512.86</b>	<b>\$0.00</b>	<b>\$1,018,286.95</b>	<b>\$0.00</b>	<b>\$13,027,368.55</b>

Remainder Area Bid Schedule Items												
	Road	Road - Median/Center Lane	Storm Drainage	Water	Sewer	SWPPP	Neighborhood Park	Community Park	Open Space	Dry Utilities	Subtotal	
Bid Schedule A (Bogue Road Improvements) (Columbia Drive to Railroad) (0.0) (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)	\$128,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$128,316.00	
Bid Schedule B (Bogue Road Improvements) (SR 99 to Columbia Drive) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule C (Bogue Road Improvements) (Gas Station Frontage) (0.0) (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)	\$110,218.80	\$0.00	\$24,890.00	\$25,300.00	\$23,250.00	\$10,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194,136.80	
Bid Schedule D (Bogue Road Improvements) (Gilsizer Ranch Way to Existing Gas Station) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)	\$326.16	\$16,308.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,634.16	
Bid Schedule E (Bogue Road Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule F (Bogue Road Improvements) (South Walton Avenue to Gilsizer Slough) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$535,246.24	\$32,616.00	\$193,340.00	\$200,430.00	\$453,025.00	\$17,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,432,357.24	
Bid Schedule G (South Walton Avenue Improvements) (Grove Road to Bogue Road) (0.0) (East Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path, 27.5' landscape)	\$707,673.87	\$50,736.00	\$243,340.00	\$315,680.00	\$0.00	\$21,844.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,339,273.87	
Bid Schedule H (South Walton Avenue Improvements) (Grove Road to Stewart Road) (0.0) (East Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$484,009.61	\$50,440.00	\$231,440.00	\$302,600.00	\$0.00	\$21,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089,829.61	
Bid Schedule I (Stewart Road Improvements) (South Walton Avenue to Gilsizer Slough) (0.0) (North Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$423,180.06	\$44,098.00	\$194,250.00	\$260,450.00	\$0.00	\$19,638.00	\$0.00	\$0.00	\$0.00	\$0.00	\$941,616.06	
Bid Schedule J (Stewart Road Improvements) (Gilsizer Slough to SR 99) (0.0) (North Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path, 27.5' landscape)	\$24,072.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,072.00	
Bid Schedule K (Stewart Road Improvements) (SR 99 to Phillips Road) (0.0) (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule L (Stewart Road Improvements) (Phillips Road to Sea Cliff Way) (0.0) (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule M (Stewart Road Improvements) (Sea Cliff Way to Railroad) (0.0) (North Half Only - 4' asphalt, 24' asphalt, 2.5' curb and gutter, 5' sidewalk)	\$154,045.18	\$0.00	\$71,670.00	\$113,760.00	\$56,600.00	\$10,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$406,265.18	
Bid Schedule N (Stewart Road Improvements) (Railroad to 480' East of Dante Drive) (0.0) (North Half Only - 4' asphalt, 24' asphalt, 2.5' curb and gutter, 5' sidewalk)	\$744,969.31	\$0.00	\$370,270.00	\$263,265.00	\$152,000.00	\$18,366.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,548,870.31	
Bid Schedule O (Stewart Road Improvements) (480' East of Dante Drive to Riverbend School) (0.0) (North Half Only - 12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 4' asphalt)	\$509,258.02	\$21,924.00	\$368,020.00	\$158,145.00	\$116,700.00	\$13,326.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,187,373.02	
Bid Schedule P (Garden Highway Improvements) (480' East of Dante Drive to Riverbend School) (0.0) (East Frontage Only - 8' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$517,393.48	\$38,656.00	\$0.00	\$0.00	\$0.00	\$14,604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570,653.48	
Bid Schedule Q (Railroad Avenue Improvements) (Stewart Road to Tuscan Road) (0.0) (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$599,204.60	\$46,980.00	\$191,420.00	\$178,180.00	\$108,950.00	\$13,830.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,138,564.60	
Bid Schedule R (Railroad Avenue Improvements) (Tuscan Road to Bogue Road) (0.0) (5' sidewalk, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk)	\$1,694,075.88	\$47,415.00	\$215,070.00	\$410,455.00	\$0.00	\$21,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,388,573.88	
Bid Schedule S (Bogue Road Improvements) (Railroad Avenue to South Park Drive) (0.0) (South Frontage Only - 38' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)	\$361,398.58	\$26,878.00	\$117,870.00	\$41,275.00	\$0.00	\$12,486.00	\$0.00	\$0.00	\$0.00	\$0.00	\$559,907.58	
Bid Schedule T (Newkom Ranch Drive Improvements) (Phillips Road to Estate Lots) (0.0) (12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule U (Newkom Ranch Drive Improvements) (Estate Lots to Railroad Avenue) (0.0) (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule V (Phillips Road Improvements) (Bogue Road to Summy Drive) (0.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 34' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule W (Phillips Road Improvements) (Summy Drive to Newkom Ranch Drive) (0.0) (10' Landscape, 10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule X (Phillips Road Improvements) (Newkom Ranch Drive to North End of Newkom Park) (0.0) (10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule Y (Phillips Road Improvements) (Newkom Park Frontage) (0.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule Z (Phillips Road Improvements) (Newkom Park to Stewart Road) (0.0) (10' landscape, 10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule AA (Gilsizer Ranch Way Improvements) (Bogue Road to Stewart Road) (0.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule BB (Kells Ranch Drive Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (0.0) (12' landscape, 6' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$766,614.40	\$21,020.00	\$0.00	\$166,015.00	\$92,300.00	\$3,692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,049,641.40	
Bid Schedule CC (Offsite Water Improvements) (0.0)	-\$16,395.20	\$0.00	\$0.00	-\$190,866.23	\$0.00	\$11,336.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$198,225.78	
Bid Schedule DD (Offsite Sewer Improvements - Kells Ranch Sewer Pump Station) (0.0)	-\$11,511.72	\$0.00	\$0.00	\$0.00	\$1,704,711.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,693,200.00	
Bid Schedule EE (Offsite Sewer Improvements - Newkom Sewer Pump Station) (0.0)	-\$9,217.42	\$0.00	\$0.00	\$0.00	\$9,217.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule FF (Offsite Storm Drainage Improvements - Kells Detention Pond) (0.0)	-\$1,526,537.20	\$0.00	\$1,526,537.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bid Schedule GG (Offsite Storm Drainage Improvements - Newkom Detention Pond) (0.0)	-\$1,344,899.20	\$0.00	\$1,161,299.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$183,600.00	
Miscellaneous	\$213,777.00	\$0.00	-\$1,067,197.70	\$0.00	\$0.00	\$0.00	\$6,227,729.01	\$0.00	\$1,855,880.85	\$0.00	\$6,330,189.16	
<b>Subtotal</b>	<b>\$5,063,018.16</b>	<b>\$397,071.00</b>	<b>\$2,942,218.70</b>	<b>\$2,244,588.72</b>	<b>\$2,716,754.14</b>	<b>\$210,388.00</b>	<b>\$6,227,729.01</b>	<b>\$0.00</b>	<b>\$1,855,880.85</b>	<b>\$0.00</b>	<b>\$21,657,648.58</b>	

Reminder Area Bid Schedule Items - WITH NEGATIVE VALUES ZEROED OUT											
	Road	Road - Median/Center Lane	Storm Drainage	Water	Sewer	SWPPP	Neighbor Park	Community Park	Open Space	Dry Utilities	Subtotal
Bid Schedule A (Bogue Road Improvements) (Columbia Drive to Railroad) (0.0) (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)	\$128,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$128,316.00
Bid Schedule B (Bogue Road Improvements) (SR 99 to Columbia Drive) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule C (Bogue Road Improvements) (Gas Station Frontage) (0.0) (5' sidewalk, 2.5' curb and gutter, 34' asphalt, 24' asphalt, 2.5' curb and gutter, and 5' sidewalk)	\$110,218.80	\$0.00	\$24,890.00	\$25,300.00	\$23,250.00	\$10,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194,136.80
Bid Schedule D (Bogue Road Improvements) (Gilsizer Ranch Way to Existing Gas Station) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)	\$0.00	\$16,308.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,308.00
Bid Schedule E (Bogue Road Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule F (Bogue Road Improvements) (South Walton Avenue to Gilsizer Slough) (0.0) (South Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$535,246.24	\$32,616.00	\$193,340.00	\$200,430.00	\$453,025.00	\$17,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,432,357.24
Bid Schedule G (South Walton Avenue Improvements) (Grove Road to Bogue Road) (0.0) (East Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path, 27.5' landscape)	\$707,673.87	\$50,736.00	\$243,340.00	\$315,680.00	\$0.00	\$21,844.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,339,273.87
Bid Schedule H (South Walton Avenue Improvements) (Grove Road to Stewart Road) (0.0) (East Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$484,009.61	\$50,440.00	\$231,440.00	\$302,600.00	\$0.00	\$21,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089,829.61
Bid Schedule I (Stewart Road Improvements) (South Walton Avenue to Gilsizer Slough) (0.0) (North Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path)	\$423,180.06	\$44,098.00	\$194,250.00	\$260,450.00	\$0.00	\$19,638.00	\$0.00	\$0.00	\$0.00	\$0.00	\$941,616.06
Bid Schedule J (Stewart Road Improvements) (Gilsizer Slough to SR 99) (0.0) (North Half Only - 4' asphalt, 26' asphalt, 2.5' curb and gutter, 8' parkway, 10' shared path, 27.5' landscape)	\$24,072.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,072.00
Bid Schedule K (Stewart Road Improvements) (SR 99 to Phillips Road) (0.0) (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 10' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule L (Stewart Road Improvements) (Phillips Road to Sea Cliff Way) (0.0) (North Half Only - 4' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule M (Stewart Road Improvements) (Sea Cliff Way to Railroad) (0.0) (North Half Only - 4' asphalt, 24' asphalt, 2.5' curb and gutter, 5' sidewalk)	\$154,045.18	\$0.00	\$71,670.00	\$113,760.00	\$56,600.00	\$10,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$406,265.18
Bid Schedule N (Stewart Road Improvements) (Railroad to 480' East of Dante Drive) (0.0) (North Half Only - 4' asphalt, 24' asphalt, 2.5' curb and gutter, 5' sidewalk)	\$744,969.31	\$0.00	\$370,270.00	\$263,265.00	\$152,000.00	\$18,366.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,548,870.31
Bid Schedule O (Stewart Road Improvements) (480' East of Dante Drive to Riverbend School) (0.0) (North Half Only - 12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 4' asphalt)	\$509,258.02	\$21,924.00	\$368,020.00	\$158,145.00	\$116,700.00	\$13,326.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,187,373.02
Bid Schedule P (Garden Highway Improvements) (480' East of Dante Drive to Riverbend School) (0.0) (East Frontage Only - 8' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$517,393.48	\$38,656.00	\$0.00	\$0.00	\$0.00	\$14,604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570,653.48
Bid Schedule Q (Railroad Avenue Improvements) (Stewart Road to Tuscan Road) (0.0) (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$599,204.60	\$46,980.00	\$191,420.00	\$178,180.00	\$108,950.00	\$13,830.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,138,564.60
Bid Schedule R (Railroad Avenue Improvements) (Tuscan Road to Bogue Road) (0.0) (5' sidewalk, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk)	\$1,694,075.88	\$47,415.00	\$215,070.00	\$410,455.00	\$0.00	\$21,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,388,573.88
Bid Schedule S (Bogue Road Improvements) (Railroad Avenue to South Park Drive) (0.0) (South Frontage Only - 38' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk)	\$361,398.58	\$26,878.00	\$117,870.00	\$41,275.00	\$0.00	\$12,486.00	\$0.00	\$0.00	\$0.00	\$0.00	\$559,907.58
Bid Schedule T (Newkom Ranch Drive Improvements) (Phillips Road to Estate Lots) (0.0) (12' landscape, 5' sidewalk, 6' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule U (Newkom Ranch Drive Improvements) (Estate Lots to Railroad Avenue) (0.0) (5' sidewalk, 6' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule V (Phillips Road Improvements) (Bogue Road to Summy Drive) (0.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 34' asphalt, 34' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule W (Phillips Road Improvements) (Summy Drive to Newkom Ranch Drive) (0.0) (10' Landscape, 10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule X (Phillips Road Improvements) (Newkom Ranch Drive to North End of Newkom Park) (0.0) (10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule Y (Phillips Road Improvements) (Newkom Park Frontage) (0.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 30' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule Z (Phillips Road Improvements) (Newkom Park to Stewart Road) (0.0) (10' landscape, 10' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule AA (Gilsizer Ranch Way Improvements) (Bogue Road to Stewart Road) (0.0) (10' shared path, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 8' parkway, 6' sidewalk, 12' landscape)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Schedule BB (Kells Ranch Drive Improvements) (Gilsizer Slough to Gilsizer Ranch Way) (0.0) (12' landscape, 6' sidewalk, 8' parkway, 2.5' curb and gutter, 24' asphalt, 24' asphalt, 2.5' curb and gutter, 6' parkway, 5' sidewalk, 12' landscape)	\$766,614.40	\$21,020.00	\$0.00	\$166,015.00	\$92,300.00	\$3,692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,049,641.40
Bid Schedule CC (Offsite Water Improvements) (0.0)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,336.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,336.00
Bid Schedule DD (Offsite Sewer Improvements - Kells Ranch Sewer Pump Station) (0.0)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,704,711.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,704,711.72
Bid Schedule EE (Offsite Sewer Improvements - Newkom Sewer Pump Station) (0.0)	\$0.00	\$0.00	\$0.00	\$0.00	\$9,217.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,217.42
Bid Schedule FF (Offsite Storm Drainage Improvements - Kells Detention Pond) (0.0)	\$0.00	\$0.00	\$1,526,537	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,526,537.00
Bid Schedule GG (Offsite Storm Drainage Improvements - Newkom Detention Pond) (0.0)	\$0.00	\$0.00	\$1,161,299	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,161,299.00
Miscellaneous	\$213,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,227,729	\$0.00	\$1,855,880.85	\$0.00	\$8,297,386.85
<b>Subtotal</b>	<b>\$7,973,453.04</b>	<b>\$397,071.00</b>	<b>\$4,909,416.40</b>	<b>\$2,435,555.00</b>	<b>\$2,716,754.14</b>	<b>\$210,388.00</b>	<b>\$6,227,729.01</b>	<b>\$0.00</b>	<b>\$1,855,880.85</b>	<b>\$0.00</b>	<b>\$26,726,247.44</b>



## **Appendix C: Allocation of Backbone Costs**

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C-1 Road Cost, Financing, and Ultimate Funding Detail  
2018\$

Road Improvements	Costs Without Contingencies			Costs Including Contingencies [1]			Financed by BSMP		Ultimate Cost Obligation		Ultimate Proportionate Funding Share			
	Roadway	Median/ Center Lane	SWPPP	Roadway	Median/ Center Lane	SWPPP	Estimated Cost [1,2]	Yes	Amount	BSMP SFD (Planned)	Existing City Impact Fees	BSMP SFD (Planned)	Existing City Impact Fees	Total
<b>NEWKOM RANCH BACKBONE IMPROVEMENTS</b>														
A: Phillips Road – Bogue Road to Summy Drive	\$808,026	\$79,154	\$15,282	\$1,066,594	\$104,483	\$20,172	\$1,191,249	✓	\$1,191,249	✓		\$1,191,249		\$1,191,249
B: Phillips Road – Summy Drive to Newkom Ranch Drive	\$547,685	\$75,013	\$12,597	\$722,944	\$99,017	\$16,628	\$838,589	✓	\$838,589	✓		\$838,589		\$838,589
C: Phillips Road – Newkom Ranch Drive to North End of Newkom Park	\$221,589	\$28,050	\$11,687	\$292,498	\$37,025	\$15,427	\$344,950	✓	\$344,950	✓		\$344,950		\$344,950
D: Phillips Road – Newkom Park Frontage	\$304,924	\$38,691	\$12,504	\$402,500	\$45,792	\$16,505	\$464,797	✓	\$464,797	✓		\$464,797		\$464,797
E: Phillips Road – Newkom Park to Stewart Road	\$832,235	\$111,691	\$15,976	\$1,098,550	\$147,433	\$21,088	\$1,267,071	✓	\$1,267,071	✓		\$1,267,071		\$1,267,071
F: Bogue Road – SR 99 to Columbia Drive	\$765,877	\$44,696	\$19,930	\$1,010,957	\$58,999	\$26,308	\$1,096,263	✓	\$1,096,263	✓		\$1,096,263		\$1,096,263
G: Bogue Road – Columbia to Railroad	\$384,748	\$0	\$13,188	\$507,867	\$0	\$17,408	\$525,275	✓	\$525,275	✓		\$525,275		\$525,275
H: Stewart Road – SR 99 to Phillips Road	\$524,909	\$25,368	\$15,450	\$692,879	\$33,486	\$20,394	\$746,759	✓	\$746,759	✓		\$746,759		\$746,759
I: Stewart Road – Phillips Road to Sea Cliff	\$412,457	\$20,234	\$10,918	\$544,443	\$26,709	\$14,412	\$585,564	✓	\$585,564	✓		\$585,564		\$585,564
J: Newkom Ranch Drive – Phillips Road to Estate Lots	\$606,313	\$29,058	\$10,974	\$800,333	\$38,357	\$14,486	\$853,175	✓	\$853,175	✓		\$853,175		\$853,175
K: Newkom Ranch Drive – Estate Lots to Railroad Avenue	\$311,290	\$11,745	\$9,888	\$410,903	\$15,503	\$13,052	\$439,458	✓	\$439,458	✓		\$439,458		\$439,458
L: Offsite Water Improvements	\$3,678	\$0	\$0	\$4,855	\$0	\$0	\$4,855	✓	\$4,855	✓		\$4,855		\$4,855
U: Offsite Sewer Improvements – Newkom Sewer Lift Station	\$9,217	\$0	\$6,446	\$12,167	\$0	\$8,773	\$20,940	✓	\$20,940	✓		\$20,940		\$20,940
W: Offsite Storm Drainage – Newkom Detention Pond	\$1,344,899	\$0	\$26,360	\$1,775,267	\$0	\$34,795	\$1,810,062	✓	\$1,810,062	✓		\$1,810,062		\$1,810,062
<b>Miscellaneous Items</b>														
Traffic Signal (SR 99 and Hunn Road)	\$76,770	\$0	\$0	\$101,336	\$0	\$0	\$101,336	✓	\$101,336	✓		\$101,336		\$101,336
Traffic Signal (SR 99 and Smith Road)	\$36,810	\$0	\$0	\$48,589	\$0	\$0	\$48,589	✓	\$48,589	✓		\$48,589		\$48,589
SB LT Lane (SR 99 and Bogue Road)	\$750,000	\$0	\$0	\$990,000	\$0	\$0	\$990,000	✓	\$990,000	✓		\$990,000		\$990,000
Traffic Signal (SR 99 and Stewart Road)	\$15,030	\$0	\$0	\$19,840	\$0	\$0	\$19,840	✓	\$19,840	✓		\$19,840		\$19,840
Traffic Signal (So Walton Ave and Bogue Rd)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Phillips Road and Bogue Road)	\$250,000	\$0	\$0	\$330,000	\$0	\$0	\$330,000	✓	\$330,000	✓		\$330,000		\$330,000
Traffic Signal (Railroad Ave and Lincoln Road)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Phillips Road and Lincoln Road)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Railroad Ave and Bogue Rd)	\$141,025	\$0	\$0	\$186,153	\$0	\$0	\$186,153	✓	\$186,153	✓		\$186,153		\$186,153
Traffic Signal (Gilsizer Rnch Wy and Bogue Rd)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Garden Hwy and Bogue Rd) [1]	AB 1600	\$0	\$0	td	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Phillips Road Round About	\$200,000	\$0	\$0	\$264,000	\$0	\$0	\$264,000	✓	\$264,000	✓		\$264,000		\$264,000
<b>SUBTOTAL NEWKOM RANCH BACKBONE IMPROVEMENTS</b>	<b>\$8,547,481</b>	<b>\$459,700</b>	<b>\$181,400</b>	<b>\$11,282,674</b>	<b>\$606,804</b>	<b>\$239,448</b>	<b>\$12,128,926</b>		<b>\$12,128,926</b>			<b>\$12,128,926</b>		<b>\$12,128,926</b>
<b>KELLS EAST BACKBONE IMPROVEMENTS</b>														
A: Gilsizer Ranch Way – Bogue Road to Stewart Road	\$1,866,798	\$202,968	\$29,518	\$2,464,173	\$267,918	\$38,964	\$2,771,055	✓	\$2,771,055	✓		\$2,771,055		\$2,771,055
B: Kells Ranch Drive – Gilsizer Slough to Gilsizer Ranch Way	\$65,715	\$8,070	\$11,063	\$86,744	\$10,652	\$14,603	\$112,000	✓	\$112,000	✓		\$112,000		\$112,000
C: Bogue Road – Gilsizer Slough to Gilsizer Ranch Way	\$149,733	\$6,644	\$11,082	\$197,647	\$8,770	\$14,628	\$221,046	✓	\$221,046	✓		\$221,046		\$221,046
D: Bogue Road – Gilsizer Ranch Way to Existing Gas Station	\$260,892	\$0	\$13,132	\$344,378	\$0	\$17,334	\$361,712	✓	\$361,712	✓		\$361,712		\$361,712
E: Stewart Road – Gilsizer Slough to SR 99	\$303,807	\$17,818	\$13,658	\$401,026	\$23,520	\$18,029	\$442,574	✓	\$442,574	✓		\$442,574		\$442,574
F: Offsite Water Improvements	\$14,918	\$0	\$0	\$19,691	\$0	\$0	\$19,691	✓	\$19,691	✓		\$19,691		\$19,691
G: Offsite Sewer Improvements	\$11,512	\$0	\$6,836	\$15,195	\$0	\$9,024	\$24,219	✓	\$24,219	✓		\$24,219		\$24,219
H: Offsite Storm Drainage Improvements	\$1,526,537	\$0	\$26,360	\$2,015,029	\$0	\$34,795	\$2,049,824	✓	\$2,049,824	✓		\$2,049,824		\$2,049,824
<b>Miscellaneous Items</b>														
Traffic Signal (SR 99 and Hunn Road)	\$51,210	\$0	\$0	\$67,597	\$0	\$0	\$67,597	✓	\$67,597	✓		\$67,597		\$67,597
Traffic Signal (SR 99 and Smith Road)	\$24,525	\$0	\$0	\$32,373	\$0	\$0	\$32,373	✓	\$32,373	✓		\$32,373		\$32,373
SB LT Lane (SR 99 and Bogue Road)	\$137,475	\$0	\$0	\$181,467	\$0	\$0	\$181,467	✓	\$181,467	✓		\$181,467		\$181,467
Traffic Signal (SR 99 and Stewart Road)	\$9,990	\$0	\$0	\$13,187	\$0	\$0	\$13,187	✓	\$13,187	✓		\$13,187		\$13,187
Traffic Signal (So Walton Ave and Bogue Rd)	\$190,725	\$0	\$0	\$251,757	\$0	\$0	\$251,757	✓	\$251,757	✓		\$251,757		\$251,757
Traffic Signal (Phillips Road and Bogue Road)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Railroad Ave and Lincoln Road)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Phillips Road and Lincoln Road)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Railroad Ave and Bogue Rd)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Traffic Signal (Gilsizer Rnch Wy and Bogue Rd)	\$142,500	\$0	\$0	\$188,100	\$0	\$0	\$188,100	✓	\$188,100	✓		\$188,100		\$188,100
Traffic Signal (Garden Hwy and Bogue Rd) [1]	AB 1600	\$0	\$0	td	\$0	\$0	\$0	✓	\$0	✓		\$0		\$0
Gilsizer Ranch Round About	\$150,000	\$0	\$0	\$198,000	\$0	\$0	\$198,000	✓	\$198,000	✓		\$198,000		\$198,000
SR 99 SB Left Turn Pocket	\$150,000	\$0	\$0	\$198,000	\$0	\$0	\$198,000	✓	\$198,000	✓		\$198,000		\$198,000
<b>SUBTOTAL KELLS EAST BACKBONE IMPROVEMENTS</b>	<b>\$5,056,337</b>	<b>\$235,500</b>	<b>\$111,649</b>	<b>\$6,674,365</b>	<b>\$310,860</b>	<b>\$147,377</b>	<b>\$7,132,602</b>		<b>\$7,132,602</b>			<b>\$7,132,602</b>		<b>\$7,132,602</b>
<b>REMAINDER AREA BACKBONE IMPROVEMENTS</b>														
A: Bogue Road Improvements (Columbia Drive to Railroad)	\$128,316	\$0	\$0	\$169,377	\$0	\$0	\$169,377	✓	\$169,377	✓		\$169,377		\$169,377
C: Bogue Road Improvements (Gas Station Frontage)	\$110,219	\$0	\$10,478	\$145,489	\$0	\$13,831	\$159,320	✓	\$159,320	✓		\$159,320		\$159,320
D: Bogue Road Improvements (Gilsizer Ranch Way to Existing Gas Station)	\$0	\$16,308	\$0	\$0	\$21,527	\$0	\$21,527	✓	\$21,527	✓		\$21,527		\$21,527
F: Bogue Road Improvements (South Walton Avenue to Gilsizer Slough)	\$535,246	\$32,616	\$17,700	\$706,525	\$43,053	\$23,364	\$772,942	✓	\$772,942	✓		\$772,942		\$772,942
G: South Walton Avenue Improvements (Grove Road to Bogue Road)	\$707,674	\$50,736	\$21,844	\$934,130	\$66,972	\$28,834	\$1,029,935	✓	\$1,029,935	✓		\$1,029,935		\$1,029,935
H: South Walton Avenue Improvements (Grove Road to Stewart Road)	\$484,010	\$50,440	\$21,340	\$638,893	\$66,581	\$28,169	\$733,642	✓	\$733,642	✓		\$733,642		\$733,642
I: Stewart Road Improvements (South Walton Avenue to Gilsizer Slough)	\$423,180	\$44,098	\$19,638	\$558,598	\$58,209	\$25,922	\$642,729	✓	\$642,729	✓		\$642,729		\$642,729
J: Stewart Road Improvements (Gilsizer Slough to SR 99)	\$24,072	\$0	\$0	\$31,775	\$0	\$0	\$31,775	✓	\$31,775	✓		\$31,775		\$31,775
M: Stewart Road Improvements (Sea Cliff Way to Railroad)	\$154,045	\$0	\$10,190	\$203,340	\$0	\$13,451	\$216,790	✓	\$216,790	✓		\$216,790		\$216,790
N: Stewart Road Improvements (Railroad to 480' East of Dante Drive)	\$744,969	\$0	\$18,366	\$983,359	\$0	\$24,243	\$1,007,603	✓	\$1,007,603	✓		\$1,007,603		\$1,007,603
O: Stewart Road Improvements (480' East of Dante Drive to Riverbend School)	\$509,258	\$21,924	\$13,326	\$672,221	\$28,940	\$17,590	\$718,751	✓	\$718,751	✓		\$718,751		\$718,751
P: Garden Highway Improvements (480' East of Dante Drive to Riverbend School)	\$517,393	\$38,656	\$14,404	\$682,959	\$51,026	\$19,277	\$753,263	✓	\$753,263	✓		\$753,263		\$753,263
Q: Railroad Avenue Improvements (Stewart Road to Tuscan Road)	\$599,205	\$46,980	\$13,830	\$790,950	\$62,014	\$18,256	\$871,219	✓	\$871,219	✓		\$871,219		\$871,219
R: Railroad Avenue Improvements (Tuscan Road to Bogue Road)	\$1,694,076	\$47,415	\$21,558	\$2,236,180	\$62,588	\$28,457	\$2,327,225	✓	\$2,327,225	✓		\$2,327,225		\$2,327,225
S: Bogue Road Improvements (Railroad Avenue to South Park Drive)	\$361,399	\$26,878	\$12,486	\$477,046	\$35,479	\$16,482	\$529,007	✓	\$529,007	✓		\$529,007		\$529,007
BB: Kells Ranch Drive (Gilsizer Road to Stewart Road)	\$766,614	\$21,020	\$3,692	\$1,011,931	\$27,746	\$4,873	\$1,044,551	✓	\$1,044,551	✓		\$1,044,551		\$1,044,551
CC: Offsite Water Improvements	\$0	\$0	\$11,336	\$0	\$0	\$14,964	\$14,964	✓	\$14,964	✓		\$14,964		\$14,964
Miscellaneous	\$213,777	\$0	\$0	\$282,186	\$0	\$0	\$282,186	✓	\$282,186	✓		\$282,186		\$282,186
<b>SUBTOTAL REMAINDER AREA BACKBONE IMPROVEMENTS</b>	<b>\$7,973,453</b>	<b>\$397,071</b>	<b>\$210,388</b>	<b>\$10,355,581</b>	<b>\$524,134</b>	<b>\$277,712</b>	<b>\$11,157,427</b>		<b>\$11,157,427</b>			<b>\$11,157,427</b>		<b>\$11,157,427</b>
<b>TOTAL PROJECT BUILDOUT</b>							<b>\$30,588,332</b>		<b>\$30,588,332</b>			<b>\$30,588,332</b>		<b>\$30,588,332</b>

[1] Items include a contingency factor of 32%, which includes contingency, project management, City plan check, City inspection, City Management & Admin., preliminary engineering, design engineering & surveying, and construction surveying.

[2] Also includes Median and SWPPP costs.

[3] The Traffic Signal at Garden Highway and Bogue Road is listed in the MHM Cost Estimates as AB 1600, but no numerical value is given. This may need to be refined in a subsequent update of the Financing Plan.

Source: MHM Engineering.

Prepared by New Economics & Advisory, April 2019.

**C-2** Sewer Cost, Financing, and Ultimate Funding Detail  
2018\$

Sewer Improvements	Estimated Cost (w/o conting.)	Estimated Cost [1]	Financed by BSMP		Ultimate Cost Obligation		Ultimate Proportionate Funding Share		
			Yes	Amount	BSMP SFD (Planned)	Existing City Impact Fees	BSMP SFD (Planned)	Existing City Impact Fees	Total
<b>NEWKOM RANCH BACKBONE IMPROVEMENTS</b>									
A: Phillips Road -- Bogue Road to Summy Drive	\$194,050	\$256,146	✓	\$256,146	✓		\$256,146		\$256,146
B: Phillips Road -- Summy Drive to Newkom Ranch Drive	\$62,700	\$82,764	✓	\$82,764	✓		\$82,764		\$82,764
C: Phillips Road -- Newkom Ranch Drive to North End of Newkom Park)	\$39,950	\$52,734	✓	\$52,734	✓		\$52,734		\$52,734
D: Phillips Road -- Newkom Park Frontage	\$53,050	\$70,026	✓	\$70,026	✓		\$70,026		\$70,026
E: Phillips Road -- Newkom Park to Stewart Road	\$93,350	\$123,222	✓	\$123,222	✓		\$123,222		\$123,222
F: Bogue Road -- SR 99 to Columbia Drive	\$111,100	\$146,652	✓	\$146,652	✓		\$146,652		\$146,652
G: Bogue Road -- Columbia to Railroad	\$60,000	\$79,200	✓	\$79,200	✓		\$79,200		\$79,200
H: Stewart Road -- SR 99 to Phillips Road	\$50,550	\$66,726	✓	\$66,726	✓		\$66,726		\$66,726
I: Stewart Road -- Phillips Road to Sea Cliff	\$0	\$0	✓	\$0	✓		\$0		\$0
J: Newkom Ranch Drive -- Phillips Road to Estate Lots	\$56,800	\$74,976	✓	\$74,976	✓		\$74,976		\$74,976
K: Newkom Ranch Drive -- Estate Lots to Railroad Avenue	\$55,500	\$73,260	✓	\$73,260	✓		\$73,260		\$73,260
U: Offsite Water Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
V: Offsite Sewer Improvements -- Newkom Sewer Lift Station	\$454,225	\$599,577	✓	\$599,577	✓		\$599,577		\$599,577
W: Offsite Storm Drainage -- Newkom Detention Pond	\$0	\$0	✓	\$0	✓		\$0		\$0
<b>SUBTOTAL NEWKOM RANCH BACKBONE IMPROVEMENTS</b>	<b>\$1,231,275</b>	<b>\$1,625,283</b>		<b>\$1,625,283</b>			<b>\$1,625,283</b>		<b>\$1,625,283</b>
<b>KELLS EAST BACKBONE IMPROVEMENTS</b>									
A: Gilsizer Ranch Way -- Bogue Road to Stewart Road	\$329,475	\$434,907	✓	\$434,907	✓		\$434,907		
B: Kells Ranch Drive -- Gilsizer Slough to Gilsizer Ranch Way	\$24,350	\$32,142	✓	\$32,142	✓		\$32,142		\$32,142
C: Bogue Road -- Gilsizer Slough to Gilsizer Ranch Way	\$0	\$0	✓	\$0	✓		\$0		\$0
D: Bogue Road -- Gilsizer Ranch Way to Existing Gas Station	\$64,200	\$84,744	✓	\$84,744	✓		\$84,744		\$84,744
E: Stewart Road -- Gilsizer Slough to SR 99	\$0	\$0	✓	\$0	✓		\$0		\$0
F: Offsite Water Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
G: Offsite Sewer Improvements	\$568,750	\$750,750	✓	\$750,750	✓		\$750,750		\$750,750
H: Offsite Storm Drainage Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
<b>SUBTOTAL KELLS EAST BACKBONE IMPROVEMENTS</b>	<b>\$986,775</b>	<b>\$1,302,543</b>		<b>\$1,302,543</b>			<b>\$1,302,543</b>		<b>\$1,302,543</b>
<b>REMAINDER AREA BACKBONE IMPROVEMENTS</b>									
C: Bogue Road Improvements (Gas Station Frontage)	\$23,250	\$30,690	✓	\$30,690	✓		\$30,690		
F: Bogue Road Improvements (South Walton Avenue to Gilsizer Slough)	\$453,025	\$597,993	✓	\$597,993	✓		\$597,993		\$597,993
M: Stewart Road Improvements (Sea Cliff Way to Railroad)	\$56,600	\$74,712	✓	\$74,712	✓		\$74,712		\$74,712
N: Stewart Road Improvements (Railroad to 480' East of Dante Drive)	\$152,000	\$200,640	✓	\$200,640	✓		\$200,640		\$200,640
O: Stewart Road Improvements (480' East of Dante Drive to Riverbend School)	\$116,700	\$154,044	✓	\$154,044	✓		\$154,044		\$154,044
Q: Railroad Avenue Improvements (Stewart Road to Tuscan Road)	\$108,950	\$143,814	✓	\$143,814	✓		\$143,814		\$143,814
BB: Kells Ranch Drive (Gilsizer Road to Stewart Road)	\$92,300	\$121,836	✓	\$121,836	✓		\$121,836		\$121,836
DD: Offsite Sewer Improvements - Kells Ranch Sewer Pump Station	\$1,704,712	\$2,250,219	✓	\$2,250,219	✓		\$2,250,219		\$2,250,219
EE: Offsite Sewer Improvements - Newkom Sewer Pump Station	\$9,217	\$12,167	✓	\$12,167	✓		\$12,167		\$12,167
<b>SUBTOTAL REMAINDER AREA BACKBONE IMPROVEMENTS</b>	<b>\$2,716,754</b>	<b>\$3,586,115</b>		<b>\$3,586,115</b>			<b>\$3,586,115</b>		<b>\$3,586,115</b>
<b>TOTAL PROJECT BUILDOUT</b>	<b>\$4,934,804</b>	<b>\$6,513,941</b>		<b>\$6,513,941</b>			<b>\$6,513,941</b>		<b>\$6,513,941</b>

[1] Unless otherwise noted, all on-site infrastructure items include a contingency factor of 32%.  
Prepared by New Economics & Advisory, April 2019.

**C-3** Water Cost, Financing, and Ultimate Funding Detail  
2018\$

Water Improvements [1]	Estimated Cost (w/o conting.)	Estimated Cost	Financed by BSMP		Ultimate Cost Obligation		Ultimate Proportionate Funding Share		
			Yes	Amount	BSMP	Existing City Fee	BSMP	Existing City Fee	Total
<b>NEWKOM RANCH BACKBONE IMPROVEMENTS</b>									
A: Phillips Road – Bogue Road to Summy Drive	\$229,265	\$302,630	✓	\$302,630	✓		\$302,630		\$302,630
B: Phillips Road – Summy Drive to Newkom Ranch Drive	\$97,255	\$128,377	✓	\$128,377	✓		\$128,377		\$128,377
C: Phillips Road – Newkom Ranch Drive to North End of Newkom Park)	\$56,375	\$74,415	✓	\$74,415	✓		\$74,415		\$74,415
D: Phillips Road – Newkom Park Frontage	\$80,550	\$106,326	✓	\$106,326	✓		\$106,326		\$106,326
E: Phillips Road – Newkom Park to Stewart Road	\$153,125	\$202,125	✓	\$202,125	✓		\$202,125		\$202,125
F: Bogue Road – SR 99 to Columbia Drive	\$236,080	\$311,626	✓	\$311,626	✓		\$311,626		\$311,626
G: Bogue Road – Columbia to Railroad	\$109,960	\$145,147	✓	\$145,147	✓		\$145,147		\$145,147
H: Stewart Road – SR 99 to Phillips Road	\$261,640	\$345,365	✓	\$345,365	✓		\$345,365		\$345,365
I: Stewart Road – Phillips Road to Sea Cliff	\$141,830	\$187,216	✓	\$187,216	✓		\$187,216		\$187,216
J: Newkom Ranch Drive – Phillips Road to Estate Lots	\$111,430	\$147,088	✓	\$147,088	✓		\$147,088		\$147,088
K: Newkom Ranch Drive – Estate Lots to Railroad Avenue	\$100,765	\$133,010	✓	\$133,010	✓		\$133,010		\$133,010
U: Offsite Water Improvements	\$183,900	\$242,748	✓	\$242,748	✓		\$242,748		\$242,748
V: Offsite Sewer Improvements – Newkom Sewer Lift Station	\$0	\$0	✓	\$0	✓		\$0		\$0
W: Offsite Storm Drainage – Newkom Detention Pond	\$0	\$0	✓	\$0	✓		\$0		\$0
<b>SUBTOTAL NEWKOM RANCH BACKBONE IMPROVEMENTS</b>	<b>\$1,762,175</b>	<b>\$2,326,071</b>		<b>\$2,326,071</b>			<b>\$2,326,071</b>		<b>\$2,326,071</b>
<b>KELLS EAST BACKBONE IMPROVEMENTS</b>									
A: Gilsizer Ranch Way – Bogue Road to Stewart Road	\$521,545	\$688,439	✓	\$688,439	✓		\$688,439		\$688,439
B: Kells Ranch Drive – Gilsizer Slough to Gilsizer Ranch Way	\$28,025	\$36,993	✓	\$36,993	✓		\$36,993		\$36,993
C: Bogue Road – Gilsizer Slough to Gilsizer Ranch Way	\$47,445	\$62,627	✓	\$62,627	✓		\$62,627		\$62,627
D: Bogue Road – Gilsizer Ranch Way to Existing Gas Station	\$104,165	\$137,498	✓	\$137,498	✓		\$137,498		\$137,498
E: Stewart Road – Gilsizer Slough to SR 99	\$127,650	\$168,498	✓	\$168,498	✓		\$168,498		\$168,498
F: Offsite Water Improvements	\$745,875	\$984,555	✓	\$984,555	✓		\$984,555		\$984,555
G: Offsite Sewer Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
H: Offsite Storm Drainage Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
<b>SUBTOTAL KELLS EAST BACKBONE IMPROVEMENTS</b>	<b>\$1,574,705</b>	<b>\$2,078,611</b>		<b>\$2,078,611</b>			<b>\$2,078,611</b>		<b>\$2,078,611</b>
<b>REMAINDER AREA BACKBONE IMPROVEMENTS</b>									
C: Bogue Road Improvements (Gas Station Frontage)	\$25,300	\$33,396	✓	\$33,396	✓		\$33,396		\$33,396
F: Bogue Road Improvements (South Walton Avenue to Gilsizer Slough)	\$200,430	\$264,568	✓	\$264,568	✓		\$264,568		\$264,568
G: South Walton Avenue Improvements (Grove Road to Bogue Road)	\$315,680	\$416,698	✓	\$416,698	✓		\$416,698		\$416,698
H: South Walton Avenue Improvements (Grove Road to Stewart Road)	\$302,600	\$399,432	✓	\$399,432	✓		\$399,432		\$399,432
I: Stewart Road Improvements (South Walton Avenue to Gilsizer Slough)	\$260,450	\$343,794	✓	\$343,794	✓		\$343,794		\$343,794
M: Stewart Road Improvements (Sea Cliff Way to Railroad)	\$113,760	\$150,163	✓	\$150,163	✓		\$150,163		\$150,163
N: Stewart Road Improvements (Railroad to 480' East of Dante Drive)	\$263,265	\$347,510	✓	\$347,510	✓		\$347,510		\$347,510
O: Stewart Road Improvements (480' East of Dante Drive to Riverbend School)	\$158,145	\$208,751	✓	\$208,751	✓		\$208,751		\$208,751
Q: Railroad Avenue Improvements (Stewart Road to Tuscan Road)	\$178,180	\$235,198	✓	\$235,198	✓		\$235,198		\$235,198
R: Railroad Avenue Improvements (Tuscan Road to Bogue Road)	\$410,455	\$541,801	✓	\$541,801	✓		\$541,801		\$541,801
S: Bogue Road Improvements (Railroad Avenue to South Park Drive)	\$41,275	\$54,483	✓	\$54,483	✓		\$54,483		\$54,483
BB: Kells Ranch Drive (Gilsizer Road to Stewart Road)	\$166,015	\$219,140	✓	\$219,140	✓		\$219,140		\$219,140
<b>SUBTOTAL REMAINDER AREA BACKBONE IMPROVEMENTS</b>	<b>\$2,435,555</b>	<b>\$3,214,933</b>		<b>\$3,214,933</b>			<b>\$3,214,933</b>		<b>\$3,214,933</b>
<b>TOTAL PROJECT BUILDOUT</b>	<b>\$5,772,435</b>	<b>\$7,619,614</b>		<b>\$7,619,614</b>			<b>\$7,619,614</b>		<b>\$7,619,614</b>

[1] Unless otherwise noted, all on-site infrastructure items include a contingency factor of 32%.

[2] Acronym stands for District-wide Water Capacity Fee.

Prepared by New Economics & Advisory, April 2019.

**C-4** Storm Drainage Cost, Financing, and Ultimate Funding Detail  
2018\$

Storm Drainage Improvements	Estimated Cost (w/o conting.)	Estimated Cost [1]	Financed by BSMP		Ultimate Cost		Ultimate Proportionate Funding Share		
			Yes	Amount	BSMP	Existing City Fee	BSMP	Existing City Fee	Total
<b>NEWKOM RANCH BACKBONE IMPROVEMENTS</b>									
A: Phillips Road -- Bogue Road to Summy Drive	\$461,780	\$609,550	✓	\$609,550	✓		\$609,550		\$609,550
B: Phillips Road -- Summy Drive to Newkom Ranch Drive	\$342,220	\$451,730	✓	\$451,730	✓		\$451,730		\$451,730
C: Phillips Road -- Newkom Ranch Drive to North End of Newkom Park)	\$342,220	\$451,730	✓	\$451,730	✓		\$451,730		\$451,730
D: Phillips Road -- Newkom Park Frontage	\$149,960	\$197,947	✓	\$197,947	✓		\$197,947		\$197,947
E: Phillips Road -- Newkom Park to Stewart Road	\$149,960	\$197,947	✓	\$197,947	✓		\$197,947		\$197,947
F: Bogue Road -- SR 99 to Columbia Drive	\$147,920	\$195,254	✓	\$195,254	✓		\$195,254		\$195,254
G: Bogue Road -- Columbia to Railroad	\$62,980	\$83,134	✓	\$83,134	✓		\$83,134		\$83,134
H: Stewart Road -- SR 99 to Phillips Road	\$96,270	\$127,076	✓	\$127,076	✓		\$127,076		\$127,076
I: Stewart Road -- Phillips Road to Sea Cliff	\$92,070	\$121,532	✓	\$121,532	✓		\$121,532		\$121,532
J: Newkom Ranch Drive -- Phillips Road to Estate Lots	\$245,795	\$324,449	✓	\$324,449	✓		\$324,449		\$324,449
K: Newkom Ranch Drive -- Estate Lots to Railroad Avenue	\$173,680	\$229,258	✓	\$229,258	✓		\$229,258		\$229,258
U: Offsite Water Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
V: Offsite Sewer Improvements -- Newkom Sewer Lift Station	\$0	\$0	✓	\$0	✓		\$0		\$0
W: Offsite Storm Drainage -- Newkom Detention Pond	\$918,600	\$1,212,552	✓	\$1,212,552	✓		\$1,212,552		\$1,212,552
<b>Miscellaneous Items</b>									
Land Cost - BSMP Eastern Detention Pond used as open space (Newkom Ranch)	\$955,437	\$1,261,177	✓	\$1,261,177	✓		\$1,261,177		\$1,261,177
Land Cost - BSMP Eastern Detention Pond with 100% Park (Newkom Ranch)	\$0	\$0	✓	\$0	✓		\$0		\$0
Land Cost - BSMP Eastern Detention Pond with 90% Park (Newkom Ranch)	\$69,618	\$91,896	✓	\$91,896	✓		\$91,896		\$91,896
Land Cost - BSMP Eastern Detention Pond with 80% Park (Newkom Ranch)	\$208,129	\$274,731	✓	\$274,731	✓		\$274,731		\$274,731
Land Cost - BSMP Eastern Detention Pond with no Park (Newkom Ranch)	\$955,437	\$1,261,177	✓	\$1,261,177	✓		\$1,261,177		\$1,261,177
Land Cost - BSMP Western Detention Pond with 100% Park (Kells East)	\$0	\$0	✓	\$0	✓		\$0		\$0
Land Cost - BSMP Western Detention Pond with 90% Park (Kells East)	\$42,424	\$55,999	✓	\$55,999	✓		\$55,999		\$55,999
Land Cost - BSMP Western Detention Pond without Park (Kells East)	\$1,924,774	\$2,540,702	✓	\$2,540,702	✓		\$2,540,702		\$2,540,702
<b>SUBTOTAL NEWKOM RANCH BACKBONE IMPROVEMENTS</b>	<b>\$7,339,275</b>	<b>\$9,687,843</b>		<b>\$9,687,843</b>			<b>\$9,687,843</b>		<b>\$9,687,843</b>
<b>KELLS EAST BACKBONE IMPROVEMENTS</b>									
A: Gilsizer Ranch Way -- Bogue Road to Stewart Road	\$642,515	\$848,120	✓	\$848,120	✓		\$848,120		\$848,120
B: Kells Ranch Drive -- Gilsizer Slough to Gilsizer Ranch Way	\$342,220	\$451,730	✓	\$451,730	✓		\$451,730		\$451,730
C: Bogue Road -- Gilsizer Slough to Gilsizer Ranch Way	\$39,520	\$52,166	✓	\$52,166	✓		\$52,166		\$52,166
D: Bogue Road -- Gilsizer Ranch Way to Existing Gas Station	\$62,380	\$82,342	✓	\$82,342	✓		\$82,342		\$82,342
E: Stewart Road -- Gilsizer Slough to SR 99	\$75,270	\$99,356	✓	\$99,356	✓		\$99,356		\$99,356
F: Offsite Water Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
G: Offsite Sewer Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
H: Offsite Storm Drainage Improvements	\$55,500	\$73,260	✓	\$73,260	✓		\$73,260		\$73,260
<b>Miscellaneous Items</b>									
Land Cost - BSMP Western Detention Pond with 100% Park (Kells East)	\$0	\$0	✓	\$0	✓		\$0		\$0
Land Cost - BSMP Western Detention Pond with 90% Park (Kells East)	\$42,424	\$55,999	✓	\$55,999	✓		\$55,999		\$55,999
Land Cost - BSMP Western Detention Pond without Park (Kells East)	\$1,924,774	\$2,540,702	✓	\$2,540,702	✓		\$2,540,702		\$2,540,702
<b>SUBTOTAL KELLS EAST BACKBONE IMPROVEMENTS</b>	<b>\$3,184,603</b>	<b>\$4,203,676</b>		<b>\$4,203,676</b>			<b>\$4,203,676</b>		<b>\$4,203,676</b>
<b>REMAINDER AREA BACKBONE IMPROVEMENTS</b>									
C: Bogue Road Improvements (Gas Station Frontage)	\$24,890	\$32,855	✓	\$32,855	✓		\$32,855		\$32,855
F: Bogue Road Improvements (South Walton Avenue to Gilsizer Slough)	\$193,340	\$255,209	✓	\$255,209	✓		\$255,209		\$255,209
G: South Walton Avenue Improvements (Grove Road to Bogue Road)	\$243,340	\$321,209	✓	\$321,209	✓		\$321,209		\$321,209
H: South Walton Avenue Improvements (Grove Road to Stewart Road)	\$231,440	\$305,501	✓	\$305,501	✓		\$305,501		\$305,501
I: Stewart Road Improvements (South Walton Avenue to Gilsizer Slough)	\$194,250	\$256,410	✓	\$256,410	✓		\$256,410		\$256,410
M: Stewart Road Improvements (Sea Cliff Way to Railroad)	\$71,670	\$94,604	✓	\$94,604	✓		\$94,604		\$94,604
N: Stewart Road Improvements (Railroad to 480' East of Dante Drive)	\$370,270	\$488,756	✓	\$488,756	✓		\$488,756		\$488,756
O: Stewart Road Improvements (480' East of Dante Drive to Riverbend School)	\$368,020	\$485,786	✓	\$485,786	✓		\$485,786		\$485,786
Q: Railroad Avenue Improvements (Stewart Road to Tuscan Road)	\$191,420	\$252,674	✓	\$252,674	✓		\$252,674		\$252,674
R: Railroad Avenue Improvements (Tuscan Road to Bogue Road)	\$215,070	\$283,892	✓	\$283,892	✓		\$283,892		\$283,892
S: Bogue Road Improvements (Railroad Avenue to South Park Drive)	\$117,870	\$155,588	✓	\$155,588	✓		\$155,588		\$155,588
FF: (Offsite Storm Drainage Improvements - Kells Detention Pond)	\$1,526,537	\$2,015,029	✓	\$2,015,029	✓		\$2,015,029		\$2,015,029
GG: (Offsite Storm Drainage Improvements - Newkom Detention Pond)	\$1,161,299	\$1,532,915	✓	\$1,532,915	✓		\$1,532,915		\$1,532,915
<b>SUBTOTAL REMAINDER AREA BACKBONE IMPROVEMENTS</b>	<b>\$4,909,416</b>	<b>\$6,480,429</b>		<b>\$6,480,429</b>			<b>\$6,480,429</b>		<b>\$6,480,429</b>
<b>TOTAL PROJECT BUILDOUT</b>	<b>\$15,433,294</b>	<b>\$20,371,948</b>		<b>\$20,371,948</b>			<b>\$20,371,948</b>		<b>\$20,371,948</b>

[1] Unless otherwise noted, all on-site infrastructure items include a contingency factor of 32%.  
Prepared by New Economics & Advisory, April 2019.

**C-5** *Neighborhood Parks Cost, Financing, and Ultimate Funding Detail*  
2018\$

Neighborhood Parks Improvements	Estimated Cost (w/o conting.)	Estimated Cost [1]	Financed by BSMP		Ultimate Cost Obligation		Ultimate Proportionate Funding Share		
			Yes	Amount	BSMP	Existing City Fee	BSMP	Existing City Fee	Total
<b>NEWKOM RANCH BACKBONE IMPROVEMENTS</b>									
A: Phillips Road -- Bogue Road to Summy Drive	\$0	\$0	✓	\$0	✓		\$0		\$0
B: Phillips Road -- Summy Drive to Newkom Ranch Drive	\$0	\$0	✓	\$0	✓		\$0		\$0
C: Phillips Road -- Newkom Ranch Drive to North End of Newkom Park	\$0	\$0	✓	\$0	✓		\$0		\$0
D: Phillips Road -- Newkom Park Frontage	\$0	\$0	✓	\$0	✓		\$0		\$0
E: Phillips Road -- Newkom Park to Stewart Road	\$0	\$0	✓	\$0	✓		\$0		\$0
F: Bogue Road -- SR 99 to Columbia Drive	\$0	\$0	✓	\$0	✓		\$0		\$0
G: Bogue Road -- Columbia to Railroad	\$0	\$0	✓	\$0	✓		\$0		\$0
H: Stewart Road -- SR 99 to Phillips Road	\$0	\$0	✓	\$0	✓		\$0		\$0
I: Stewart Road -- Phillips Road to Sea Cliff	\$0	\$0	✓	\$0	✓		\$0		\$0
J: Newkom Ranch Drive -- Phillips Road to Estate Lots	\$0	\$0	✓	\$0	✓		\$0		\$0
K: Newkom Ranch Drive -- Estate Lots to Railroad Avenue	\$0	\$0	✓	\$0	✓		\$0		\$0
U: Offsite Water Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
V: Offsite Sewer Improvements -- Newkom Sewer Lift Station	\$0	\$0	✓	\$0	✓		\$0		\$0
W: Offsite Storm Drainage -- Newkom Detention Pond	\$0	\$0	✓	\$0	✓		\$0		\$0
<b>Miscellaneous Items</b>									
Neighborhood Park - Newkom Ranch Frontage Construction	\$88,473	\$116,785	✓	\$116,785	✓		\$116,785		\$116,785
Land Cost - Neighborhood Park - Newkom Ranch Park	\$145,038	\$191,450	✓	\$191,450	✓		\$191,450		\$191,450
<b>SUBTOTAL NEWKOM RANCH BACKBONE IMPROVEMENTS</b>	<b>\$233,511</b>	<b>\$308,235</b>		<b>\$308,235</b>			<b>\$308,235</b>		<b>\$308,235</b>
<b>KELLS EAST BACKBONE IMPROVEMENTS</b>									
A: Gilsizer Ranch Way -- Bogue Road to Stewart Road	\$0	\$0	✓	\$0	✓		\$0		\$0
B: Kells Ranch Drive -- Gilsizer Slough to Gilsizer Ranch Way	\$0	\$0	✓	\$0	✓		\$0		\$0
C: Bogue Road -- Gilsizer Slough to Gilsizer Ranch Way	\$0	\$0	✓	\$0	✓		\$0		\$0
D: Bogue Road -- Gilsizer Ranch Way to Existing Gas Station	\$0	\$0	✓	\$0	✓		\$0		\$0
E: Stewart Road -- Gilsizer Slough to SR 99	\$0	\$0	✓	\$0	✓		\$0		\$0
F: Offsite Water Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
G: Offsite Sewer Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
H: Offsite Storm Drainage Improvements	\$0	\$0	✓	\$0	✓		\$0		\$0
<b>Miscellaneous Items</b>									
Neighborhood Park - Kells East Park Road Frontage Construction - 100% Teir	\$82,944	\$109,486	✓	\$109,486	✓		\$109,486		\$109,486
Land Cost - Neighborhood Park - Kells East Park - 100% Teir	\$135,973	\$179,484	✓	\$179,484	✓		\$179,484		\$179,484
Neighborhood Park - Kells East Park Road Frontage Construction - 90% Teir	\$258,784	\$341,595	✓	\$341,595	✓		\$341,595		\$341,595
Land Cost - Neighborhood Park - Kells East Park - 90% Teir	\$381,812	\$503,992	✓	\$503,992	✓		\$503,992		\$503,992
<b>SUBTOTAL KELLS EAST BACKBONE IMPROVEMENTS</b>	<b>\$859,513</b>	<b>\$1,134,557</b>		<b>\$1,134,557</b>			<b>\$1,134,557</b>		<b>\$1,134,557</b>
<b>REMAINDER AREA BACKBONE IMPROVEMENTS</b>									
C: Bogue Road Improvements (Gas Station Frontage)	\$0	\$0	✓	\$0	✓		\$0		\$0
F: Bogue Road Improvements (South Walton Avenue to Gilsizer Slough)	\$0	\$0	✓	\$0	✓		\$0		\$0
G: South Walton Avenue Improvements (Grove Road to Bogue Road)	\$0	\$0	✓	\$0	✓		\$0		\$0
H: South Walton Avenue Improvements (Grove Road to Stewart Road)	\$0	\$0	✓	\$0	✓		\$0		\$0
I: Stewart Road Improvements (South Walton Avenue to Gilsizer Slough)	\$0	\$0	✓	\$0	✓		\$0		\$0
M: Stewart Road Improvements (Sea Cliff Way to Railroad)	\$0	\$0	✓	\$0	✓		\$0		\$0
N: Stewart Road Improvements (Railroad to 480' East of Dante Drive)	\$0	\$0	✓	\$0	✓		\$0		\$0
O: Stewart Road Improvements (480' East of Dante Drive to Riverbend School)	\$0	\$0	✓	\$0	✓		\$0		\$0
Q: Railroad Avenue Improvements (Stewart Road to Tuscan Road)	\$0	\$0	✓	\$0	✓		\$0		\$0
R: Railroad Avenue Improvements (Tuscan Road to Bogue Road)	\$0	\$0	✓	\$0	✓		\$0		\$0
S: Bogue Road Improvements (Railroad Avenue to South Park Drive)	\$0	\$0	✓	\$0	✓		\$0		\$0
FF: (Offsite Storm Drainage Improvements - Kells Detention Pond)	\$0	\$0	✓	\$0	✓		\$0		\$0
GG: (Offsite Storm Drainage Improvements - Newkom Detention Pond)	\$0	\$0	✓	\$0	✓		\$0		\$0
Miscellaneous	\$6,227,729	\$8,220,602	✓	\$8,220,602	✓		\$8,220,602		\$8,220,602
<b>SUBTOTAL REMAINDER AREA BACKBONE IMPROVEMENTS</b>	<b>\$6,227,729</b>	<b>\$8,220,602</b>		<b>\$8,220,602</b>			<b>\$8,220,602</b>		<b>\$8,220,602</b>
<b>TOTAL PROJECT BUILDOUT</b>	<b>\$7,320,753</b>	<b>\$9,663,394</b>		<b>\$9,663,394</b>			<b>\$9,663,394</b>		<b>\$9,663,394</b>

[1] Unless otherwise noted, all on-site infrastructure items include a contingency factor of 32%.  
Prepared by New Economics & Advisory, April 2019.

**C-6** *Open Space Cost, Financing, and Ultimate Funding Detail*  
2018\$

Open Space Improvements	Estimated Cost (w/o conting.)	Estimated Cost [1]	Financed by BSMP		Ultimate Cost Obligation		Ultimate Proportionate Funding Share		
			Yes	Amount	BSMP	Existing City Fee	BSMP	Existing City Fee	Total
<b>NEWKOM RANCH BACKBONE IMPROVEMENTS</b>									
A: Phillips Road -- Bogue Road to Summy Drive	\$0	\$0	✓	\$0	✓			\$0	\$0
B: Phillips Road -- Summy Drive to Newkom Ranch Drive	\$0	\$0	✓	\$0	✓			\$0	\$0
C: Phillips Road -- Newkom Ranch Drive to North End of Newkom Park	\$0	\$0	✓	\$0	✓			\$0	\$0
D: Phillips Road -- Newkom Park Frontage	\$0	\$0	✓	\$0	✓			\$0	\$0
E: Phillips Road -- Newkom Park to Stewart Road	\$0	\$0	✓	\$0	✓			\$0	\$0
F: Bogue Road -- SR 99 to Columbia Drive	\$0	\$0	✓	\$0	✓			\$0	\$0
G: Bogue Road -- Columbia to Railroad	\$0	\$0	✓	\$0	✓			\$0	\$0
H: Stewart Road -- SR 99 to Phillips Road	\$0	\$0	✓	\$0	✓			\$0	\$0
I: Stewart Road -- Phillips Road to Sea Cliff	\$0	\$0	✓	\$0	✓			\$0	\$0
J: Newkom Ranch Drive -- Phillips Road to Estate Lots	\$0	\$0	✓	\$0	✓			\$0	\$0
K: Newkom Ranch Drive -- Estate Lots to Railroad Avenue	\$0	\$0	✓	\$0	✓			\$0	\$0
U: Offsite Water Improvements	\$0	\$0	✓	\$0	✓			\$0	\$0
V: Offsite Sewer Improvements -- Newkom Sewer Lift Station	\$0	\$0	✓	\$0	✓			\$0	\$0
W: Offsite Storm Drainage -- Newkom Detention Pond	\$0	\$0	✓	\$0	✓			\$0	\$0
<b>Miscellaneous Items</b>									
Nieghborhood Park - Newkom Ranch Frontage Construction	\$0	\$0	✓	\$0	✓			\$0	\$0
Land Cost - Nieghborhood Park - Newkom Ranch Park	\$0	\$0	✓	\$0	✓			\$0	\$0
<b>SUBTOTAL NEWKOM RANCH BACKBONE IMPROVEMENTS</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>				<b>\$0</b>	<b>\$0</b>
<b>KELLS EAST BACKBONE IMPROVEMENTS</b>									
A: Gilsizer Ranch Way -- Bogue Road to Stewart Road	\$0	\$0	✓	\$0	✓			\$0	\$0
B: Kells Ranch Drive -- Gilsizer Slough to Gilsizer Ranch Way	\$0	\$0	✓	\$0	✓			\$0	\$0
C: Bogue Road -- Gilsizer Slough to Gilsizer Ranch Way	\$0	\$0	✓	\$0	✓			\$0	\$0
D: Bogue Road -- Gilsizer Ranch Way to Existing Gas Station	\$0	\$0	✓	\$0	✓			\$0	\$0
E: Stewart Road -- Gilsizer Slough to SR 99	\$0	\$0	✓	\$0	✓			\$0	\$0
F: Offsite Water Improvements	\$0	\$0	✓	\$0	✓			\$0	\$0
G: Offsite Sewer Improvements	\$0	\$0	✓	\$0	✓			\$0	\$0
H: Offsite Storm Drainage Improvements	\$0	\$0	✓	\$0	✓			\$0	\$0
<b>Miscellaneous Items</b>									
Land Cost - Open Space/Gilsizer - Kells East	\$633,332	\$835,998	✓	\$835,998	✓			\$835,998	\$835,998
Land Cost - Ppen Space - Garden Highway East	\$384,955	\$508,140	✓	\$508,140	✓			\$508,140	\$508,140
Nieghborhood Park - Kells East Park Road Frontage Construction - 90% Teir	\$0	\$0	✓	\$0	✓			\$0	\$0
Land Cost - Nieghborhood Park - Kells East Park - 90% Teir	\$0	\$0	✓	\$0	✓			\$0	\$0
<b>SUBTOTAL KELLS EAST BACKBONE IMPROVEMENTS</b>	<b>\$1,018,287</b>	<b>\$1,344,139</b>		<b>\$1,344,139</b>				<b>\$1,344,139</b>	<b>\$1,344,139</b>
<b>REMAINDER AREA BACKBONE IMPROVEMENTS</b>									
C: Bogue Road Improvements (Gas Station Frontage)	\$0	\$0	✓	\$0	✓			\$0	\$0
F: Bogue Road Improvements (South Walton Avenue to Gilsizer Slough)	\$0	\$0	✓	\$0	✓			\$0	\$0
G: South Walton Avenue Improvements (Grove Road to Bogue Road)	\$0	\$0	✓	\$0	✓			\$0	\$0
H: South Walton Avenue Improvements (Grove Road to Stewart Road)	\$0	\$0	✓	\$0	✓			\$0	\$0
I: Stewart Road Improvements (South Walton Avenue to Gilsizer Slough)	\$0	\$0	✓	\$0	✓			\$0	\$0
M: Stewart Road Improvements (Sea Cliff Way to Railroad)	\$0	\$0	✓	\$0	✓			\$0	\$0
N: Stewart Road Improvements (Railroad to 480' East of Dante Drive)	\$0	\$0	✓	\$0	✓			\$0	\$0
O: Stewart Road Improvements (480' East of Dante Drive to Riverbend School)	\$0	\$0	✓	\$0	✓			\$0	\$0
Q: Railroad Avenue Improvements (Stewart Road to Tuscan Road)	\$0	\$0	✓	\$0	✓			\$0	\$0
R: Railroad Avenue Improvements (Tuscan Road to Bogue Road)	\$0	\$0	✓	\$0	✓			\$0	\$0
S: Bogue Road Improvements (Railroad Avenue to South Park Drive)	\$0	\$0	✓	\$0	✓			\$0	\$0
FF: (Offsite Storm Drainage Improvements - Kells Detention Pond)	\$0	\$0	✓	\$0	✓			\$0	\$0
GG: (Offsite Storm Drainage Improvements - Newkom Detention Pond)	\$0	\$0	✓	\$0	✓			\$0	\$0
Miscellaneous	\$1,855,881	\$2,449,763	✓	\$2,449,763	✓			\$2,449,763	\$2,449,763
<b>SUBTOTAL REMAINDER AREA BACKBONE IMPROVEMENTS</b>	<b>\$1,855,881</b>	<b>\$2,449,763</b>		<b>\$2,449,763</b>				<b>\$2,449,763</b>	<b>\$2,449,763</b>
<b>TOTAL PROJECT BUILDOUT</b>	<b>\$2,874,168</b>	<b>\$3,793,901</b>		<b>\$3,793,901</b>				<b>\$3,793,901</b>	<b>\$3,793,901</b>

[1] Unless otherwise noted, all on-site infrastructure items include a contingency factor of 32%.  
Prepared by New Economics & Advisory, April 2019.



## **Appendix D: Cost Allocation and Fee Revenue Calculations**

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**D-1** *BSMP Fee Allocation and Fee Revenue Estimate - Roads*  
2018 \$

Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>BSMP Project Uses: Phase 1</b>							
Acres	134.1	95.0	0.0	9.0	21.5	8.6	0.0
Residential Units/Comm. Bldg Sq. Ft.		427	0	216	229,779	108,464	0
<b>BSMP Project Uses: Phase 2</b>							
Acres	49.5	29.0	0.0	5.3	15.2	0.0	0.0
Residential Units/Comm. Bldg Sq. Ft.		147	0	123	161,172	0	0
<b>BSMP Project Uses: Phase 3</b>							
Acres	388.3	245.0	62.6	17.7	7.2	0.0	55.8
Residential Units/Comm. Bldg Sq. Ft.		754	430	420	82,328	0	574,990
<b>BSMP Project Uses: Buildout</b>							
Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Residential Units/Comm. Bldg Sq. Ft.		1,328	430	759	473,279	108,464	574,990

**BSMP SPECIAL FINANCING DISTRICT**

**Roads**

Calculation of EDUs

	Per Unit			Per 1,000 Bldg Sq Ft			
EDU Factor: PM Peak Trips [1]		0.90	0.90	0.52	4.02	1.73	0.12
Total EDUs	4,136	1,195	387	395	1,902	188	69

Calculation of Cost Per Res Unit or Comm. Bldg. Sq. Ft.

Percentage Allocation	100%	28.9%	9.4%	9.5%	46.0%	4.5%	1.7%
Cost Allocation	<b>\$30,588,332</b>	\$8,839,526	\$2,862,196	\$2,918,996	\$14,069,530	\$1,387,778	\$510,305
Cost per Res. Unit or Comm. Bldg. Sq. Ft.		\$6,656	\$6,656	\$3,846	\$29.73	\$12.79	\$0.89

Projected Fee Revenues

BSMP Phase 1 Revenue	\$11,891,526	\$2,842,227	\$0	\$830,702	\$6,830,818	\$1,387,778	\$0
BSMP Phase 2 Revenue	\$6,242,795	\$978,472	\$0	\$473,039	\$4,791,284	\$0	\$0
BSMP Phase 3 Revenue	\$12,454,011	\$5,018,827	\$2,862,196	\$1,615,255	\$2,447,428	\$0	\$510,305
BSMP Buildout Revenue	\$30,588,332	\$8,839,526	\$2,862,196	\$2,918,996	\$14,069,530	\$1,387,778	\$510,305

[1] Factors from the Yuba City Development Impact Fee Study Update, prepared by Fehr & Peers, October, 2006. Retail designation uses a weighted average of Neighborhood Commercial and Community Commercial trip factors. Business, Technology, and Light Industry designation uses Light Industrial trip factors. Prepared by New Economics & Advisory, April 2019.

**D-2** *BSMP Fee Allocation and Fee Revenue Estimate - Sewer*  
2018 \$

Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>BSMP Project Uses: Phase 1</b>							
Acres	134.1	95.0	0.0	9.0	21.5	8.6	0.0
Residential Units/Comm. Bldg Sq. Ft.		427	0	216	229,779	108,464	0
<b>BSMP Project Uses: Phase 2</b>							
Acres	49.5	29.0	0.0	5.3	15.2	0.0	0.0
Residential Units/Comm. Bldg Sq. Ft.		147	0	123	161,172	0	0
<b>BSMP Project Uses: Phase 3</b>							
Acres	388.3	245.0	62.6	17.7	7.2	0.0	55.8
Residential Units/Comm. Bldg Sq. Ft.		754	430	420	82,328	0	574,990
<b>BSMP Project Uses: Buildout</b>							
Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Residential Units/Comm. Bldg Sq. Ft.		1,328	430	759	473,279	108,464	574,990

**BSMP SPECIAL FINANCING DISTRICT**

**Sewer**

Calculation of EDUs

	Gallons Per Day Per Unit			Gallons Per Day Per Acre			
EDU Factor per Unit/Acre [1]		330	275	275	1,700	1,320	1,320
Total EDUs	924,853	438,240	118,250	208,725	74,630	11,352	73,656

Calculation of Cost Per Res Unit or Comm. Bldg. Sq. Ft.

Percentage Allocation	100.0%	47.4%	12.8%	22.6%	8.1%	1.2%	8.0%
Cost Allocation	<b>\$6,513,941</b>	\$3,086,620	\$832,861	\$1,470,096	\$525,635	\$79,955	\$518,775
Cost per Res. Unit or Comm. Bldg. Sq. Ft.		\$2,324	\$1,937	\$1,937	\$1.11	\$0.74	\$0.90

Projected Fee Revenues

BSMP Phase 1 Revenue	\$1,745,980	\$992,460	\$0	\$418,367	\$255,198	\$79,955	\$0
BSMP Phase 2 Revenue	\$758,905	\$341,667	\$0	\$238,237	\$179,002	\$0	\$0
BSMP Phase 3 Revenue	\$4,009,057	\$1,752,494	\$832,861	\$813,492	\$91,436	\$0	\$518,775
BSMP Buildout Revenue	\$6,513,941	\$3,086,620	\$832,861	\$1,470,096	\$525,635	\$79,955	\$518,775

[1] Factors from the Technical Report Sanitary Sewer, Bogue Stewart Master Plan Area, prepared by MHM Incorporated, December 8, 2016. Retail factors are a weighted average of Neighborhood Commercial and Community Commercial values.

Prepared by New Economics & Advisory, April 2019.

**D-3** *BSMP Fee Allocation and Fee Revenue Estimate - Water*  
2018 \$

Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>BSMP Project Uses: Phase 1</b>							
Acres	134.1	95.0	0.0	9.0	21.5	8.6	0.0
Residential Units/Comm. Bldg Sq. Ft.		427	0	216	229,779	108,464	0
<b>BSMP Project Uses: Phase 2</b>							
Acres	49.5	29.0	0.0	5.3	15.2	0.0	0.0
Residential Units/Comm. Bldg Sq. Ft.		147	0	123	161,172	0	0
<b>BSMP Project Uses: Phase 3</b>							
Acres	388.3	245.0	62.6	17.7	7.2	0.0	55.8
Residential Units/Comm. Bldg Sq. Ft.		754	430	420	82,328	0	574,990
<b>BSMP Project Uses: Buildout</b>							
Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Residential Units/Comm. Bldg Sq. Ft.		1,328	430	759	473,279	108,464	574,990

**BSMP SPECIAL FINANCING DISTRICT**

**Water**

Calculation of EDUs

Gallons per Minute per Acre

EDU Factor per Unit/Acre [1]		3.8	6.8	18.0	2.2	1.6	1.6
Total EDUs	2,607	1,410	423	576	95	14	89

Calculation of Cost Per Res Unit or Comm. Bldg. Sq. Ft.

Percentage Allocation	100%	54.1%	16.2%	22.1%	3.6%	0.5%	3.4%
Cost Allocation	<b>\$7,619,614</b>	\$4,120,453	\$1,237,019	\$1,683,751	\$277,187	\$40,223	\$260,981
Cost per Res. Unit or Comm. Bldg. Sq. Ft.		\$3,103	\$2,877	\$2,218	\$0.59	\$0.37	\$0.45

Projected Fee Revenues

BSMP Phase 1 Revenue	\$1,978,843	\$1,324,875	\$0	\$479,170	\$134,576	\$40,223	\$0
BSMP Phase 2 Revenue	\$823,359	\$456,104	\$0	\$272,861	\$94,394	\$0	\$0
BSMP Phase 3 Revenue	\$4,817,411	\$2,339,474	\$1,237,019	\$931,720	\$48,217	\$0	\$260,981
BSMP Buildout Revenue	\$7,619,614	\$4,120,453	\$1,237,019	\$1,683,751	\$277,187	\$40,223	\$260,981

[1] Factors from the Technical Report Domestic Water, Bogue Stewart Master Plan Area, prepared by MHM Incorporated, December 8, 2016.  
Prepared by New Economics & Advisory, April 2019.

Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>BSMP Project Uses: Phase 1</b>							
Acres	134.1	95.0	0.0	9.0	21.5	8.6	0.0
Residential Units/Comm. Bldg Sq. Ft.		427	0	216	229,779	108,464	0
<b>BSMP Project Uses: Phase 2</b>							
Acres	49.5	29.0	0.0	5.3	15.2	0.0	0.0
Residential Units/Comm. Bldg Sq. Ft.		147	0	123	161,172	0	0
<b>BSMP Project Uses: Phase 3</b>							
Acres	388.3	245.0	62.6	17.7	7.2	0.0	55.8
Residential Units/Comm. Bldg Sq. Ft.		754	430	420	82,328	0	574,990
<b>BSMP Project Uses: Buildout</b>							
Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Residential Units/Comm. Bldg Sq. Ft.		1,328	430	759	473,279	108,464	574,990
<b>BSMP SPECIAL FINANCING DISTRICT</b>							
<b>Storm Drainage</b>							
<u>Calculation of EDUs</u>							
Total EDUs: Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Percentage Allocation	100%	64.5%	10.9%	5.6%	7.7%	1.5%	9.8%
<u>Calculation of Cost Per Res Unit or Comm. Bldg. Sq. Ft.</u>							
Cost Allocation	<b>\$20,371,948</b>	\$13,144,341	\$2,229,907	\$1,139,889	\$1,563,785	\$306,345	\$1,987,681
Cost per Res. Unit or Comm. Bldg. Sq. Ft.		\$9,898	\$5,186	\$1,502	\$3.30	\$2.82	\$3.46
<u>Projected Fee Revenues</u>							
BSMP Phase 1 Revenue	\$5,616,345	\$4,226,381	\$0	\$324,395	\$759,224	\$306,345	\$0
BSMP Phase 2 Revenue	\$2,172,245	\$1,454,984	\$0	\$184,725	\$532,536	\$0	\$0
BSMP Phase 3 Revenue	\$12,583,357	\$7,462,977	\$2,229,907	\$630,768	\$272,024	\$0	\$1,987,681
BSMP Buildout Revenue	\$20,371,948	\$13,144,341	\$2,229,907	\$1,139,889	\$1,563,785	\$306,345	\$1,987,681

Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>BSMP Project Uses: Phase 1</b>							
Acres	134.1	95.0	0.0	9.0	21.5	8.6	0.0
Residential Units/Comm. Bldg Sq. Ft.		427	0	216	229,779	108,464	0
<b>BSMP Project Uses: Phase 2</b>							
Acres	49.5	29.0	0.0	5.3	15.2	0.0	0.0
Residential Units/Comm. Bldg Sq. Ft.		147	0	123	161,172	0	0
<b>BSMP Project Uses: Phase 3</b>							
Acres	388.3	245.0	62.6	17.7	7.2	0.0	55.8
Residential Units/Comm. Bldg Sq. Ft.		754	430	420	82,328	0	574,990
<b>BSMP Project Uses: Buildout</b>							
Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Residential Units/Comm. Bldg Sq. Ft.		1,328	430	759	473,279	108,464	574,990
<b>BSMP SPECIAL FINANCING DISTRICT</b>							
<b>Neighborhood Parks</b>							
<u>Calculation of EDUs</u>							
		Persons Per Household			No Allocation		
EDU Factor per Unit/Acre [1]		3.0	3.0	2.2	0	0	0
Total EDUs	6,906	3,984	1,290	1,632	0	0	0
<u>Calculation of Cost Per Res Unit or Comm. Bldg. Sq. Ft.</u>							
Percentage Allocation	100.0%	57.7%	18.7%	23.6%	0.0%	0.0%	0.0%
Cost Allocation	<b>\$9,663,394</b>	\$5,574,833	\$1,805,104	\$2,283,457	\$0	\$0	\$0
Cost per Res. Unit or Comm. Bldg. Sq. Ft.		\$4,198	\$4,198	\$3,009	\$0	\$0	\$0
<u>Projected Fee Revenues</u>							
BSMP Phase 1 Revenue	\$2,442,348	\$1,792,510	\$0	\$649,837	\$0	\$0	\$0
BSMP Phase 2 Revenue	\$987,140	\$617,094	\$0	\$370,046	\$0	\$0	\$0
BSMP Phase 3 Revenue	\$6,233,906	\$3,165,229	\$1,805,104	\$1,263,573	\$0	\$0	\$0
BSMP Buildout Revenue	\$9,663,394	\$5,574,833	\$1,805,104	\$2,283,457	\$0	\$0	\$0

[1] Factors from the Yuba City Update of the AB 1600 Fee Justification Study, prepared by Goodwin Consulting Group, October 10, 2007.  
Prepared by New Economics & Advisory, April 2019.

Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>BSMP Project Uses: Phase 1</b>							
Acres	134.1	95.0	0.0	9.0	21.5	8.6	0.0
Residential Units/Comm. Bldg Sq. Ft.		427	0	216	229,779	108,464	0
<b>BSMP Project Uses: Phase 2</b>							
Acres	49.5	29.0	0.0	5.3	15.2	0.0	0.0
Residential Units/Comm. Bldg Sq. Ft.		147	0	123	161,172	0	0
<b>BSMP Project Uses: Phase 3</b>							
Acres	388.3	245.0	62.6	17.7	7.2	0.0	55.8
Residential Units/Comm. Bldg Sq. Ft.		754	430	420	82,328	0	574,990
<b>BSMP Project Uses: Buildout</b>							
Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Residential Units/Comm. Bldg Sq. Ft.		1,328	430	759	473,279	108,464	574,990
<b>BSMP SPECIAL FINANCING DISTRICT</b>							
<b>Open Space</b>							
<u>Calculation of EDUs</u>							
Total EDUs: Acres [1]	571.9	369.0	62.6	32.0	0.0	0.0	0.0
Percentage Allocation	81%	64.5%	10.9%	5.6%	0.0%	0.0%	0.0%
<u>Calculation of Cost Per Res Unit or Comm. Bldg. Sq. Ft.</u>							
Cost Allocation	<b>\$3,793,901</b>	\$2,447,892	\$415,279	\$212,283	\$0	\$0	\$0
Cost per Res. Unit or Comm. Bldg. Sq. Ft.		\$1,843	\$966	\$280	\$0.00	\$0.00	\$0.00
<u>Projected Fee Revenues</u>							
BSMP Phase 1 Revenue	\$847,499	\$787,086	\$0	\$60,413	\$0	\$0	\$0
BSMP Phase 2 Revenue	\$305,366	\$270,964	\$0	\$34,402	\$0	\$0	\$0
BSMP Phase 3 Revenue	\$1,922,591	\$1,389,843	\$415,279	\$117,469	\$0	\$0	\$0
BSMP Buildout Revenue	\$3,075,455	\$2,447,892	\$415,279	\$212,283	\$0	\$0	\$0

[1] Similar to parks costs, open space is only allocated to residential development.  
Prepared by New Economics & Advisory, April 2019.



Category	Total Developable	Low Density Residential	Medium/Low Density Residential	Medium/High Density Residential	Retail	Office	Business, Technology, & Light Industry
<b>BSMP Project Uses: Phase 1</b>							
Acres	134.1	95.0	0.0	9.0	21.5	8.6	0.0
Residential Units/Comm. Bldg Sq. Ft.		427	0	216	229,779	108,464	0
<b>BSMP Project Uses: Phase 2</b>							
Acres	49.5	29.0	0.0	5.3	15.2	0.0	0.0
Residential Units/Comm. Bldg Sq. Ft.		147	0	123	161,172	0	0
<b>BSMP Project Uses: Phase 3</b>							
Acres	388.3	245.0	62.6	17.7	7.2	0.0	55.8
Residential Units/Comm. Bldg Sq. Ft.		754	430	420	82,328	0	574,990
<b>BSMP Project Uses: Buildout</b>							
Acres	571.9	369.0	62.6	32.0	43.9	8.6	55.8
Residential Units/Comm. Bldg Sq. Ft.		1,328	430	759	473,279	108,464	574,990
<b>BSMP SPECIAL FINANCING DISTRICT</b>							
<b>Special District Formation and Updates [1]</b>							
<u>Calculation of EDUs</u>							
Total EDUs: Acres	572	369	62.6	32.0	43.9	8.6	55.8
Percentage Allocation	100%	64.5%	10.9%	5.6%	7.7%	1.5%	9.8%
<u>Calculation of Cost Per Res Unit or Comm. Bldg. Sq. Ft.</u>							
Cost Allocation	\$500,000	\$322,609	\$54,730	\$27,977	\$38,381	\$7,519	\$48,785
Cost per Res. Unit or Comm. Bldg. Sq. Ft.		\$243	\$127	\$37	\$0.08	\$0.07	\$0.08
<u>Projected Fee Revenues</u>							
BSMP Phase 1 Revenue	\$137,845	\$103,730	\$0	\$7,962	\$18,634	\$7,519	\$0
BSMP Phase 2 Revenue	\$53,315	\$35,710	\$0	\$4,534	\$13,070	\$0	\$0
BSMP Phase 3 Revenue	\$308,840	\$183,168	\$54,730	\$15,481	\$6,676	\$0	\$48,785
BSMP Buildout Revenue	\$500,000	\$322,609	\$54,730	\$27,977	\$38,381	\$7,519	\$48,785

[1] Assumes \$500,000 in formation and future updates to the fee program. This is a preliminary assumption subject to refinement.

Prepared by New Economics & Advisory, April 2019.



CITY OF YUBA CITY  
PLANNING COMMISSION  
STAFF REPORT

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**Date:** November 13, 2019

**To:** Chair and Members of the Planning Commission

**From:** Development Services Department

**Presentation By:** Brian Millar, Interim Director of the Development Services Department  
Denis Cook, Planning Consultant

**Public Hearing:** **Newkom Ranch Subdivision Maps and Development Agreement:**

**Tentative Subdivision Map (TSM) 14-06 (Large Lots) (Contingent Approval):** A proposal to create 12 large lots ranging in size from 3.61 acres to 21.48 acres; and

**Tentative Small Lot Subdivision Map (TSM) 14-07 (Small Lots) (Contingent Approval):** A proposal to subdivide the nine residential large lots from TSM 14-06 into 423 single-family residential lots; and

**Development Agreement (DA) (Recommendation):** A development agreement for the Newkom Ranch Subdivisions.

**Project Location:** The 161.17-acre property is located along the east side of State Route 99 between Bogue Road and Stewart Road (**Figure 1**). Assessor's Parcel Numbers 23-040-001, 004, 005, 062, and 064 and 23-380-007.

**Recommendation:** Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Contingently Approving The Newkom Ranch Subdivisions (Tentative Subdivision Maps (TSM) 14-06 And 14-07) Located At The Southeast Corner Of State Route 99 And Bogue Road; Assessor's Parcel Numbers 23-040-001, 004, 005, 062, 064, And 23-380-007; and

Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending To The City Council Of The City Of Yuba City Approval Of An Uncodified Ordinance For A Development Agreement With Newkom Ranch, LLC, For The Development Of The Newkom Ranch Subdivisions (TSM 15-02 And TSM 15-03); Assessor's Parcel Numbers 23-040-001, 004, 005, 062, 064, And 23-380-007.

TENTATIVE SUBDIVISION MAPS  
2014-06 (LARGE LOT) AND 2014-07 (SMALL LOT)  
**NEWKOM RANCH**

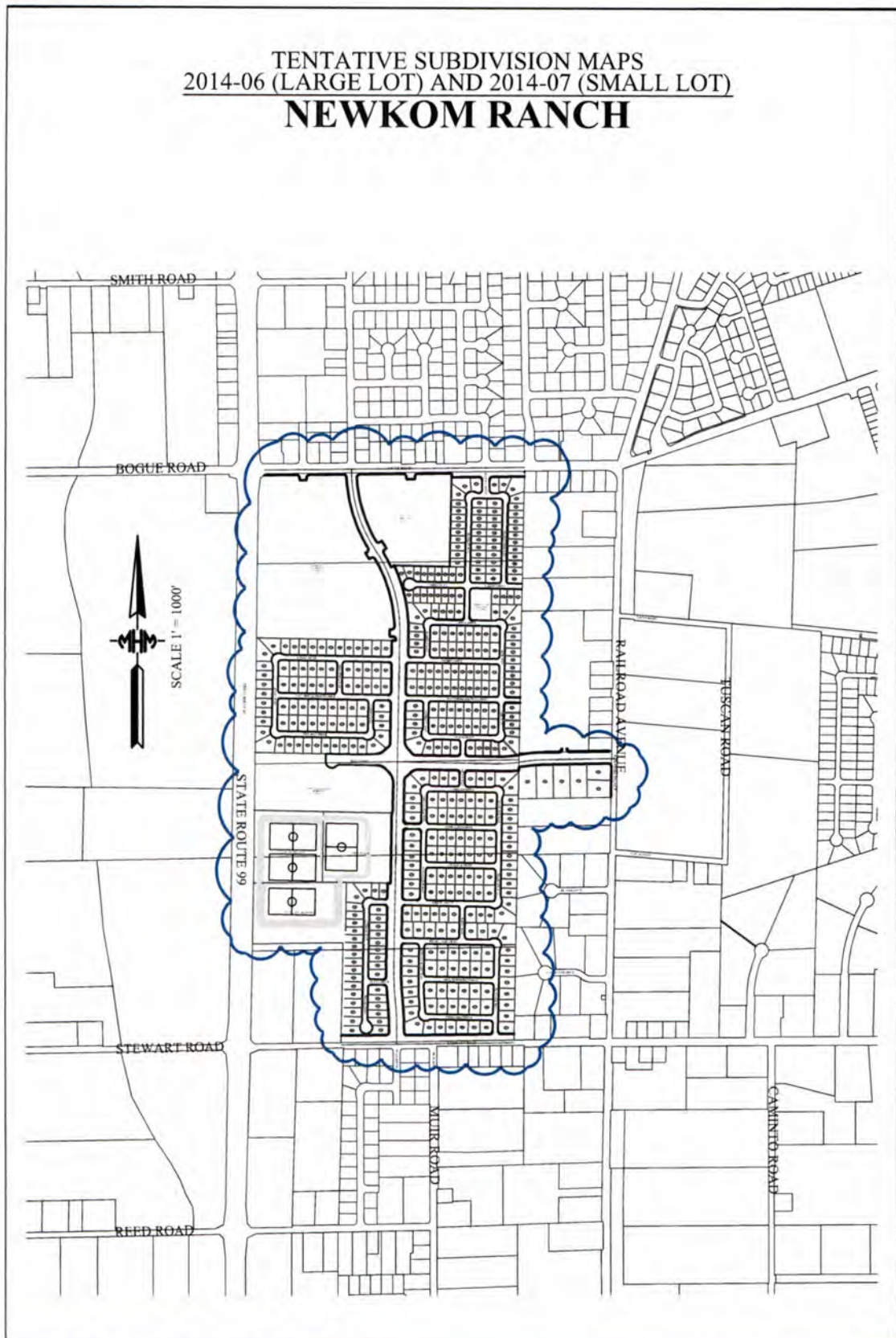


Figure 1: Newkom Ranch Location Map



**Project Proposal:**

***Subdivisions***

The subdivisions are for a mixed-use development that is part of the Bogue-Stewart Master Plan. As proposed the Newkom Ranch Subdivision will create the following land uses:

<b>Table 1: Proposed Newkom Ranch build-out</b>		
<b>Use</b>	<b>Acres</b>	<b>Number of residential units or building square footage (sf)</b>
Single-family residences	95.21	423
Multiple-family residences	9.02	220 (est.)
Commercial	21.48	230,000 sf (est.)
Office	8.58	108,500 sf (est.)
Park/Detention Ponds	17.34	-
Major Roads	9.54	-
<b>Total</b>	<b>161.17</b>	-

The subdivisions cover the same 161 acres. TSM 14-06 is a large lot subdivision that divides most of the 161 acres into 12 large lots ranging in size from 3.61 acres to 21.48 acres (the subdivisions are provided in **Figure 2**, or a larger version is provided as an exhibit to **Attachment 1** to this staff report). Nine of the large lots, totaling 95.21 acres are intended to be further subdivided into 423 single-family lots per TSM 14-07. One 9.02-acre large lot will be utilized for multiple-family development, one large lot of 21.48 acres will be for commercial development, and one 8.58-acre large lot will be utilized for office type development. There are also four additional large lots that will be dedicated to the public for a community park, community park/detention pond, and detention pond.

The intent for creating the nine residential large lots is to allow for their sale to individual home builders as a large lot where they can then record the small lot subdivision and build homes. For example, proposed Large Lot 1 can be purchased by a homebuilder who in turn will finish and record the small lot subdivision into 70 smaller single-family residential lots for home construction.

The land uses that will result from each large lot are provided in **Table 2**.

***Development Agreement***

A Development Agreement is also proposed, which is a contract between the City and developer that defines processes and criteria for the subdivisions to be developed. The Development Agreement that accompanies these subdivisions is intended to satisfy the City's Growth Policies and was also requested by the applicant. The primary benefit of the agreement is to allow a 20-year plus life for the tentative subdivision map, versus a standard subdivision that has about half that lifespan without the Development Agreement.

## TENTATIVE SUBDIVISION MAPS 2014-06 (LARGE LOT) AND 2014-07 (SMALL LOT) **NEWKOM RANCH**

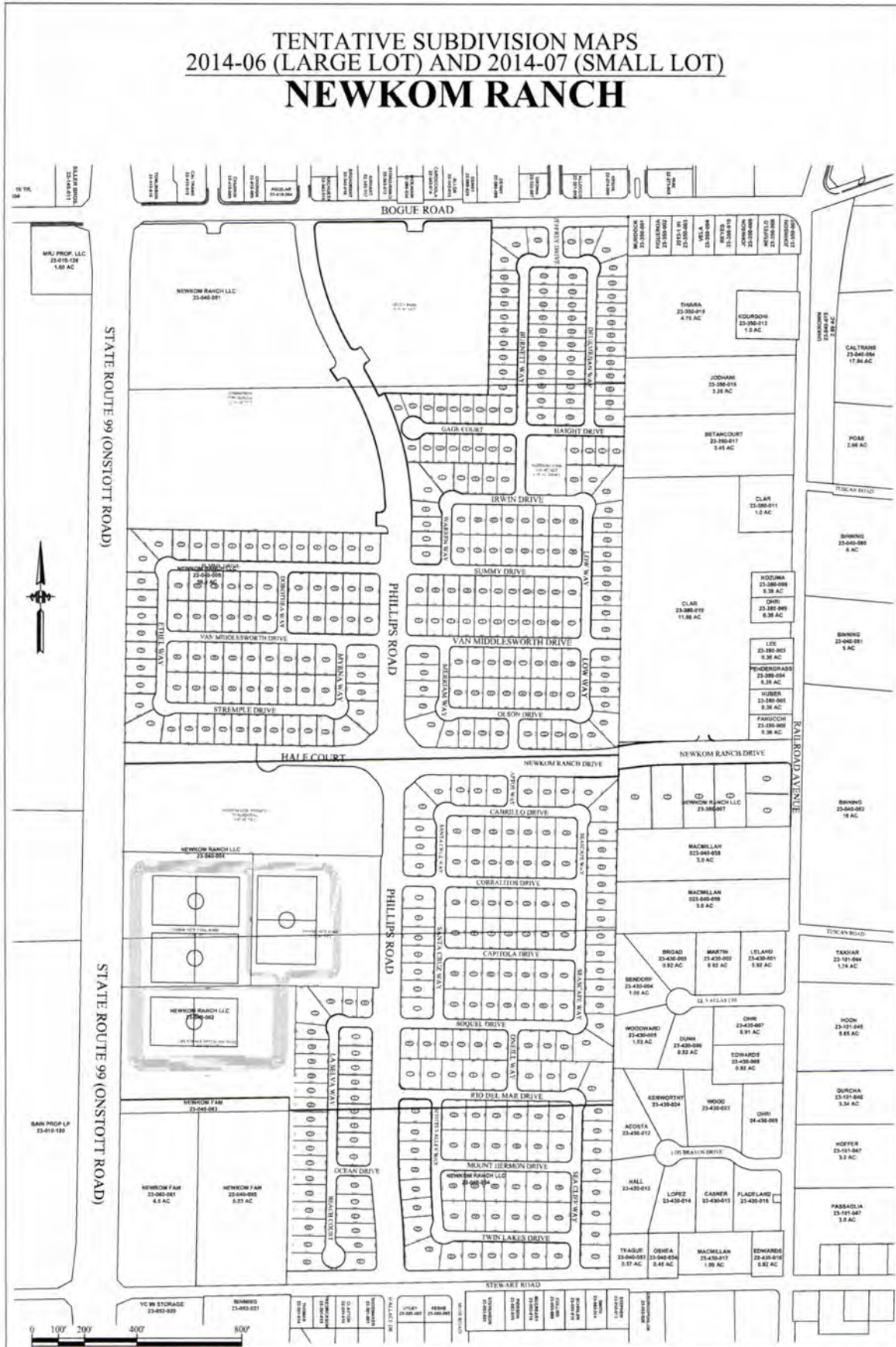


Figure 2: Newkom Ranch Tentative Subdivision Map



Table 2: Build-out of the Subdivision		
Large Lot	Use	Acres
1	70 Single-family residences (SFR)	12.32
2	47 SFR	9.52
3	48 SFR	9.96
4	78 SFR	17.77
5	6 SFR	3.61
6	40 SFR	9.77
7	44 SFR	10.20
8	55 SFR	14.63
9	35 SFR	7.43
10	220 Multiple-Family Residences	9.02
11	Community Commercial	21.48
12	Office	8.58
A	Neighborhood Park	.80
B	Community Park	5.53
C	Community Park/Detention Pond	5.74
D	Detention Pond	5.27
	Roads	9.54
<b>Total</b>		<b>161.17</b>

**Background:**

The Newkom Ranch and Kells East Ranch Subdivisions are located across from each other along SR 99 other side of SR 99. They comprise the two proposed projects that are being processed concurrently with the 741-acre Bogue Stewart Master Plan. Newkom Ranch Subdivisions comprise approximately 161 acres, or approximately 22 percent, of the 741-acre Master Plan area. The Master Plan has been under development for the last few years. There are many other parcels in the Master Plan, some of which are already developed with residences, others are in agricultural use. It is not known if or when the owners of the remaining agricultural properties will want to develop their property.

**Access and Public Improvements:**

The primary east-west access roads to the subdivision will be by Bogue Road and Stewart Road. On a north-south basis Phillips Road and Railroad Avenue provide the primary access, connecting Bogue Road and Stewart Road. The subdivisions will be served by City water and wastewater systems. Storm-water drainage will be provided by Gilsizer County Drainage District and Yuba City. The public properties will consist of a neighborhood park and a Community park/stormwater drainage pond. All City services will be constructed in stages as the project is developed. Police Department and Fire Department services will be provided by Yuba City out of existing locations.

The Master Plan is within the Yuba City Unified School District. According to the school district K-8 students will attend Barry School. High school students will attend Yuba City High School.

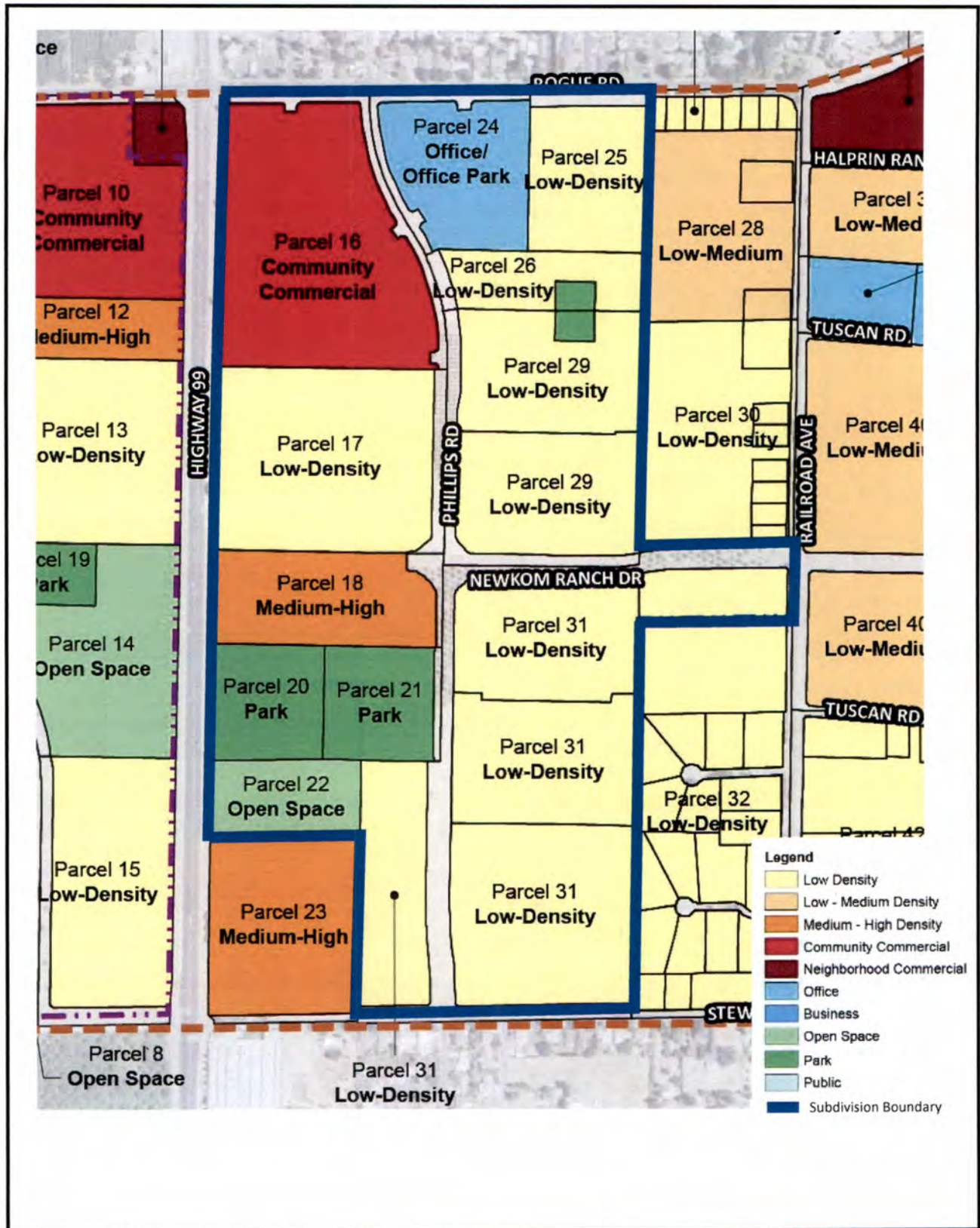


Figure 3: Master Plan Land Use Map for Newkom Ranch Subdivisions



**Property Description:**

The site is relatively flat with no unique topographic features such as rock outcroppings. The property is currently planted in orchards. Access roads to the property are County roads designed to serve an agricultural area.

**Existing Bordering Uses:**

<b>Table 3: Bordering Information and Uses</b>			
	<b>General Plan Land Use Classification</b>	<b>Zoning</b>	<b>Existing Land Use</b>
<i>Project Site</i> <sup>1</sup>	Low Density Residential (LDR), High Density Residential (HDR), Community Commercial (CC), Office & Office Park (O), Parks and Open Space (P)	One-Family Residential (R-1), Multiple-Family Residential (R-3), Community Commercial (C-2), and Public Facility (PF)	Orchards
<i>North</i> <sup>1</sup>	LDR, Neighborhood Commercial (NC)	R-1, Neighborhood Commercial (C-1)	Single-family residences, convenience market.
<i>East</i> <sup>1</sup>	LDR, MDR	R-1, Two-Family Residential (R-2)	Orchards, ranchettes
<i>West</i> <sup>1</sup>	CC, LDR, HDR, P	R-1, R-3, C-2, PF	SR 99, orchards.
<i>South</i> <sup>2</sup>	Agriculture 20, LDR	AG, R-1	Orchards, ranchettes.

<sup>1</sup> Area is unincorporated but designations and pre-annexation zoning is for City.

<sup>2</sup> Sutter County General Plan and Zoning.

**Yuba City General Plan Land Use Designations:**

*Low Density Residential (LDR)* - This designation provides for a residential density range of 2-8 residences per gross acre. This designation is typically used for single-family residential uses. The proposed single-family residential density for this project is approximately 4.2 residences per gross acre.

*Medium-High Density Residential (HDR)* - This designation provides for a residential density range of 12-36 residences per gross acre. This designation typically includes apartments and condominium developments. The applicant's proposed density is approximately 22 residences per gross acre.

*Neighborhood Commercial* - Provides smaller commercial areas to service the daily needs of the surrounding neighborhood.

*Community Commercial (CC)* - Provides for a wider variety of retail and service commercial uses.

*Office and Office Park (O)* - Provides for office type and related uses.

*Park/Open Space (PF)*.

**Zoning:**

Single-Family (R-1), Multiple-Family (R-3), Community Commercial (C-2), Office (O), Public Facility (PF) Zone Districts. These zone districts compliment their respective general plan designations.

**Previous Commission/Council Actions:**

This area will be a new addition to the City. Several years ago, the City Council held discussions on the boundary for this Master Plan.

There was a joint City Council/Planning Commission study session on the Bogue-Stewart Master Plan and accompanying EIR on June 24, 2019. No recommendations or decisions were made.

**Staff Comments:**

The subdivisions are for a mixed-use development that is part of the Bogue-Stewart Master Plan. The large lot subdivision divides the 161.17 acres into 12 large lots ranging in size from 3.62 acres to 21.48 acres. Nine of the large lots are being further subdivided by TSM 14-07 into 423 single-family lots. One 9.02-acre large lot will be utilized for multiple-family development, the 21.48-acre large lot will be for commercial development and one 8.58-acre large lot will be utilized for office type development. The intent for being able to further subdivide the nine large lots into small single-family residential lots is to allow for the individual sale of a large lot to individual home builders that can then construct and record the small lot subdivision and build homes. For example, Large Lot 1 can be purchased by a homebuilder who in turn will finish and record the small lot subdivision into 70 smaller single-family lots for individual home construction. There are also four lettered lots totaling 17.34 acres that are intended for public use – a community park, community park/detention pond, and detention pond.

***Compatibility with neighboring uses***

The west side of the subdivision borders SR 99. Those new lots will be developed in commercial, multiple-family and single-family residences, and open space. The commercial and open space lots will not be adversely impacted by SR 99. The residential components may be impacted by noise generated by SR 99 traffic, especially truck traffic. There is a condition included with the subdivision map that prior to recording a small lot final map or multiple-family large lot, a noise study shall be prepared. The condition also requires that, based on the noise study, the new residences have adequate noise attenuation such that the indoor noise levels meet the General Plan Noise Element's "normally acceptable" noise standard, as provided in Figure 9-4 of the General Plan, and the relevant General Plan noise policies.

The north side of the subdivision is bordered by Bogue Road. The area north of Bogue Road



is within the existing Yuba City Sphere of Influence, primarily consisting of suburban type residential development as well as a convenience market/gas station. The uses proposed by the Master Plan along this boundary varies from commercial, office, and a residential area. In some cases, there could be conflicts with new commercial or office uses located across from existing single-family residential uses. The EIR prepared for the project (pg 3.10-12) offers various design improvements such as walls, vegetative plantings, lighting control and architectural design intended to a minimize those impacts.

The south side of the subdivision, which borders Stewart Road, proposes new single-family residential uses which will border existing ranchette type uses located across Stewart Road. Although residential uses facing residential uses is typically considered compatible, the new homes will not face Stewart Road. Instead they will face away from Stewart Road and have a decorative masonry wall and landscaping facing the existing homes. This is not expected to create compatibility issues.

Another local issue regarding building new single-family that back up to existing one-story residences. In this case the east side of Newkom Ranch will be developed in single-family residences that will back onto agricultural uses and ranchette homes. The agricultural uses, however, are designated to also be similarly developed with homes at some point in the future so no mitigation is needed. For the ranchette style homes along the eastern boundary with Newkom Ranch, the new single-family homes will back up to the rear or sides of those homes. A condition is included that the new homes that back up to the ranchette housing be single-story.

While these existing residences in the vicinity of Newkom Ranch will experience more activity in their area as well as increased traffic on the major streets, there are not expected to be compatibility issues between the existing and proposed residential uses. Most of the new traffic will be westbound, thereby not affecting the existing residences located east of the subdivision.

#### ***Traffic and Circulation:***

*Note: Traffic related Impacts created by the Kells East Ranch Subdivision and Newkom Ranch Subdivision are discussed in detail in the EIR, starting on page 3-14.1. There was also a traffic study prepared for the projects which is contained in the appendices of the EIR). The following is a brief summary of that discussion.*

With the construction of this subdivision and other projects within this Master Plan area, a notable change will be the increase in traffic. The retail development portion of the subdivision will generate an estimated 230,000 square feet of buildings, the office portion will create an estimated 108,500 square feet of new offices, and there will be approximately 643 new single-family and multiple-family residences. The EIR does not break projected traffic down for just this project but estimates the build out of the Phases 1 and 2 (Newkom Ranch and Kells East Ranch) of the Master Plan will generate approximately 30,000 daily vehicle trips. As a result, significant street expansions will be needed on the major road system. Bogue Road and the new northern section of Phillips Road (south of Bogue Road) will be expanded to four lanes with signalized intersections at Bogue Road/Phillips Road and Bogue Road/Railroad intersections. At the Bogue Road/SR 99 intersection the westbound and eastbound lanes will be widened to have double right and left turn lanes respectively. Signals at the Stewart Road/SR 99 intersection will also be constructed.



The EIR prepared for the Master Plan, provides numerous other mitigation measures for street improvements. The list of mitigations is provided in the EIR prepared for the BSMP and this subdivision, as well as more detailed summary of all the traffic issues associated with the development of this Master Plan in Section 3.14 of the EIR.

These street improvements will not occur all at once. The street improvements will occur as the various phases of the project are constructed. The conditions of the tentative subdivision map and the mitigation measures dictate when these improvements will occur.

The new roads proposed by the Master Plan as well as widening of existing streets will provide a roadway network that will function at a Level of Service (LOS) D or better during peak traffic hours. LOS D is the minimal level of service allowed by the City's General Plan policies.

This subdivision, like other portions of the Master Plan area will also provide for alternative forms of transportation. All arterial and collector streets will have bike lanes, five or six-foot wide sidewalks, and bus stops at chosen locations. On some major streets there will be 10-foot wide "shared paths." These are for use by both bicycle and pedestrians and are detached from the main road.

***Development Agreement:***

There is a development agreement (DA) that is also proposed as part of the subdivisions. This is a binding agreement between the City and the Developer spelling out items that go beyond the standard planning, zoning, and development and design standards that are required of the project. While development agreements are allowed by state law, there are no established rules or policies regarding the deal points. As such, each proposal is unique and must be considered on its own terms.

In this case the DA was requested by the applicant and is also required by the City Council's Growth Policies requiring a DA for newly annexed areas. The primary deal point for this DA is to extend the life of the subdivision for 20 years. The typical life span to construct an approved subdivision without a development agreement does not typically extend more than ten years. Due to the nature of residential development in Yuba City, this was not considered enough time for the developer to build the subdivision when considering the large investment required early in the subdivision's life.

***Availability of City Services:***

All City services, including water, sewer and storm-water drainage will be extended to serve this subdivision, as provided in Table 4.

**Table 4: Summary of Public facilities and Services**

Water	City water is available near the subdivision's boundary. There are existing trunk lines in Bogue Road, Garden Highway, and Stewart Road that will be extended into the subdivision. Two new water storage tanks may be installed in the Master Plan area (near the PG&E substation), dependent on other City needs. The subdivision will be responsible for extending water lines to the project as well as pay water connection fees which go towards future plant expansions and trunk line extensions.
Wastewater	There is a sewer trunk line in Bogue Road, connecting to a Garden Highway trunk line. The subdivision will connect to both Bogue and Garden Highway lines via the existing Bogue Road line, Shanghai Bend Road, and Stewart Road lines. Other offsite improvements and lines may be needed to accommodate the new growth. The subdivision will be responsible for extending sewer lines to each new lot as well as pay sewer connection fees which goes towards future plant expansions and trunk line extensions.
Stormwater	Most Newkom Ranch drainage will flow to the Gilsizer Slough (Gilsizer County Drainage District). The subdivision will be responsible for building its portion of the stormwater collection system as well as either dedicate land for detention ponds and build needed portions of the backbone system or pay a BSMP fee to pay for the major drainage system improvements.
Streets	There will be an extensive new street system based on the traffic study. The street system will be expanded to accommodate development as it occurs. Each new development will also pay fees for and/or build its fair share of needed street improvements
Law Enforcement	The Yuba City Police Department will service the Master Plan area upon annexation. Police services will continue to be provided out of the existing Police Station on Poole Boulevard. The Sutter County Sherriff's Department and California Highway Patrol provides law enforcement to the remaining unincorporated areas. Each new building will pay City development impact fees for future police facility expansion and new police equipment that is needed due to growth.
Fire protection	The Yuba City Fire Department provides fire protection to the subdivision from its existing five fire stations. No new fire stations are proposed for the subdivision. Each new building will pay City development impact fees for Fire Department future facility expansion and new fire equipment that is needed due to growth.
Schools	The entire subdivision is within the Yuba City Unified School District. According to the school district, K-8 students will attend Barry Elementary School. High school students will attend Yuba City High School. A new K-8 school site is proposed in the northwest corner of the Master Plan area, which is outside of this subdivision. The subdivision must join a Yuba City Unified School District required Community Facility District requiring each new residence to pay an annual assessment for future school expansions or a new school.



**Environmental Determination:**

An Environmental Impact Report (EIR) was prepared for the Bogue-Stewart Master Plan and circulated through the State (State Clearinghouse Number 2017012009). This EIR is written at two levels. For the Master Plan it is considered to be a "program" EIR. That is, it is written at more of a general level because the Master Plan only establishes a regulatory and policy framework for future development and does not describe or analyze any specific projects.

The EIR is also a "project" EIR since Newkom Ranch and Kells East Ranch Subdivisions are actual development projects. As such, the level of review for the two subdivisions is more detailed. Other future developments within the Master Plan area will use this EIR as a basis of the analysis but must conduct their own project level environmental review.

At the outset there were numerous potential significant environmental impacts that could result from this project. The EIR has approximately 40 mitigation measures, some of which contain additional subcomponents. With those mitigation measures many of the potential significant impacts are reduced to less than significant. However, there still remain several potential significant impacts which could not be mitigated. A summary of the remaining significant impacts includes:

*Aesthetics, Light and Glare.* The transition from agriculture to urban and suburban uses could degrade the scenic vista and the existing visual character of the area. New lighting will increase light and glare and cumulatively degrade nighttime views.

*Agriculture.* The development of the Master Plan area would result in the loss of Important Farmland to non-agricultural uses. This is a significant and unavoidable impact.

*Air Quality.* Even with mitigation measures, the new construction of land uses, ongoing operational activities, and additional traffic generated by the new development associated with the Master Plan would generate criteria pollutant emissions that could substantially contribute to a potential violation of air quality standards or nonattainment conditions. This is a significant and unavoidable impact.

*Biological Resources.* Development in the Master Plan area could result in the loss of special-status plants and wildlife, protected trees and could result in cumulative impacts to heritage oak trees and other trees. This is a significant and unavoidable impact.

*Cultural Resources.* Development in the Master Plan area could cause a substantial change in the significance of a historical architectural resource.

*Transportation and Traffic.* Development in the Master Plan area, in combination with other cumulative development would cause cumulatively significant Level of Service (LOS) related traffic impacts at intersections maintained by Caltrans.

Note that the discussion of the significant impacts is based on the entire Master Plan. This is relevant to this subdivision as it contributes a proportional share of those impacts. Note also that there is a small difference in the number of lots shown in the Bogue-Stewart Master Plan due to the tentative subdivision map being revised following the completion of the Master Plan. The environmental effects did not change as there are now fewer lots, which would have less of an effect on the environment.

Because there are significant and unavoidable environmental impacts associated with this Master Plan and its associated entitlements, approval of the Master Plan was preceded by Findings of Fact and Statement of Overriding Considerations (provided as an attachment to the Planning Commission's Master Plan staff report for this meeting) that there are economic, legal, social, technological or other benefits associated with the project that outweigh the unavoidable adverse environmental impacts. All of the findings are supported by substantial evidence in the record.

**Recommended Action:**

**A.** Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Contingently Approving The Newkom Ranch Subdivisions (Tentative Subdivision Maps (TSM) 14-06 And 14-07) Located At The Southeast Corner Of State Route 99 And Bogue Road; Assessor's Parcel Numbers 23-040-001, 004, 005, 062, 064, And 23-380-007.

**Note:** If the Planning Commission approves these proposed subdivisions the decision is considered a "contingent" approval, as it is dependent upon the City Council certifying the environmental impact report, approving the Bogue-Stewart Master Plan as well as the accompanying General Plan Amendment and Pre-annexation zoning. The approval of these subdivisions also would not be completed until Sutter LAFCo approves the Sphere of Influence Amendment and annexation of the properties into the City.

**B.** Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending To The City Council Of The City Of Yuba City Approval Of An Uncodified Ordinance For A Development Agreement With Newkom Ranch, LLC, For The Development Of The Newkom Ranch Subdivisions (TSM 15-02 And TSM 15-03); Assessor' Parcel Numbers 23-040-001, 004, 005, 062, 064, And 23-380-007.

**Attachments:**

1. Resolution Contingently Approving The Newkom Ranch Subdivisions (Tentative Subdivision Maps (TSM) 14-06 And 14-07). Includes the following as Exhibits:
  - Exhibit A: TSM 14-06
  - Exhibit B: Conditions of approval for TSM 14-06
  - Exhibit C: TSM 14-07
  - Exhibit D: Conditions of approval for TSM 14-07
2. Resolution Recommending Approval Of A Development Agreement With Newkom Ranch, LLC. Includes the following as an attachment:
  - Attachment "A:" Development Agreement



PLANNING COMMISSION RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY CONTINGENTLY APPROVING THE NEWKOM RANCH SUBDIVISIONS (TENTATIVE SUBDIVISION MAPS (TSM) 14-06 AND 14-07) LOCATED AT THE SOUTHEAST CORNER OF STATE ROUTE 99 AND BOGUE ROAD; ASSESSORS PARCEL NUMBERS 23-040-001, 004, 005, 062, 064, AND 23-380-007**

**WHEREAS**, Newkom Ranch, LLC (“Developer”) submitted two tentative subdivision maps to subdivide the approximately 161.17-acre property in a portion of what is proposed to be the Bogue-Stewart Master Plan (“BSMP” or “Master Plan”), generally located east of State Route 99 between Bogue Road on the north and Stewart Road on the south, and known as the Newkom Ranch area.

**WHEREAS**, Newkom Ranch tentative subdivision map (“TSM”) 14-06 proposes to create 12 large lots for commercial, office, and residential uses, as well as four lettered lots to be dedicated to the City for public use, and TSM 14-07 proposes to further subdivide nine of the 12 larger single-family residential large lots into 423 single-family residential lots. The remaining three large lots would be for future community commercial, office and multiple-family uses; and

**WHEREAS**, an adjoining property to the west, in an area known as the Kells East Ranch, is also being proposed to be developed to urban levels as part of the Master Plan; and

**WHEREAS**, these properties are currently outside of City’s Sphere of Influence (“SOI”), and under City policy are required to prepare a specific plan or master plan before the properties could be annexed into the City and developed to urban uses; and

**WHEREAS** a specific plan known as the “Bogue-Stewart Master Plan” was prepared for this purpose, and encompasses both the Newkom Ranch and East Kells Ranch properties, as well as other properties, consisting of a total of 741 acres; and

**WHEREAS**, because the proposed Master Plan area is outside of the City’s SOI, a General Plan Amendment (GPA 14-05), Master Plan (SPA 16-05), and a Rezoning (RZ 14-04), were processed concurrently with the TSM 14-06 and TSM 14-07, as well as other entitlements; and

**WHEREAS**, an Environmental Impact Report (SCH #2017012009) (“EIR”) prepared for the Master Plan also assessed development of Newkom Ranch, including TSM 14-06 and TSM 14-07; and

**WHEREAS**, the City of Yuba City on November 3, 2019, published a legal notice in compliance with State law concerning Planning Commission consideration of TSM 14-06 and TSM 14-07 in the Appeal-Democrat, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of a recommendation for the approval of the TSMs. In addition, on or prior to November 1, 2019, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, as well as to all property owners within the Master Plan area, indicating the date and time of the public hearing regarding the proposed Project (including the TSMs) in accordance with State law; and



**WHEREAS**, on November 13, 2019, the Planning Commission conducted a duly noticed public hearing at the City Council Chambers located at 1201 Civic Center Boulevard on the EIR, BSMP, GPA and Preannexation Zoning, and at that meeting recommended to the City Council certification of the EIR, and approval of the BSMP, GPA and Preannexation Zoning; and

**WHEREAS**, immediately following that hearing, the Planning Commission conducted a duly noticed public hearing on the Newkom Ranch TSMs 14-06 and 14-07, and the proposed Development Agreement for the subdivisions, at which time it received input from City Staff, the City Attorney's office, and the developers. Public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission of the City of Yuba City, after which public testimony was closed; and

**WHEREAS**, immediately following this hearing, the Planning Commission anticipates considering and making a recommendation to the City Council regarding a Development Agreement with Bains Properties, LP, for the Kells East Ranch portion of the Master Plan area. The Planning Commission also anticipates considering the contingent approval of the Kells East Ranch TSM 14-06 and TSM 14-07, subject to the conditions of approval and mitigation measures and contingent on the City Council's Certification of the Environmental Impact Report prepared for the Bogue-Stewart Master Plan and these subdivisions, and approval of the accompanying General Plan Amendment, the Bogue-Stewart Master Plan, and the Pre-annexation Zoning; and

**WHEREAS**, to accommodate the Developer's request to consider the TSMs in conjunction with the approval of the Master Plan, etc., Planning Commission now to desires to contingently approve TSM 14-06 and TSM 14-07 such that no decision of approval of TSM 14-06 or TSM 14-07 becomes final and effective until immediately after the City Council certifies the EIR (SCH #2017012009) and adopts General Plan Amendment (GPA 14-05), Master Plan (SPA 16-05), Rezoning (RZ 14-04); and if no such approval occurs within 180 days of the adoption of this Resolution, then the Planning Commission intends that TSM 14-06 or TSM 14-07 be set for further consideration and a final decision by the Planning Commission; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** the Planning Commission of the City of Yuba City resolves as follows:

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, the City, as the Lead Agency, has analyzed the proposed Project and has prepared an environmental impact report ("EIR") to evaluate the environmental effects of the Project, including development of the Newkom Ranch area. The Planning Commission has fully considered the EIR, and has concurrently recommended it for certification by the City Council. The Planning Commission finds that TSM 14-06 and TSM 14-07 are consistent with, and have been fully assessed by, the EIR, and that TSM 14-06 and TSM 14-07 are entitlements specifically anticipated for the proposed Project in the EIR, and are consistent with the purpose and intent of the EIR.
3. Subdivision Findings: The Planning Commission determines that none of the findings required by Yuba City Municipal Code Section 8-2.609, and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this

project, or that findings regarding flood protection cannot be made. To the contrary, the Planning Commission finds as follows:

- a. The proposed tentative subdivision maps are consistent with the applicable general plan and specific plan.

*Support.* There is no evidence the subdivision maps are inconsistent with the General Plan and BSMP. To the contrary, Section 3.10 of the EIR, including Table 3.10-1 (entitled "City of Yuba City General Plan Consistency – Land Use and Planning), incorporated by reference, contains an analysis of the consistency of the Master Plan to the General Plan – which includes the Newkom Ranch. Additionally, the Bogue Stewart Master Plan implements the goals and policies of the City's General Plan. It establishes the land use designations, planning principles and project objectives and design guidelines for the BSMP area consistent with the General Plan as amended. For example, the subdivisions create lots for single-family residential, multiple-family residential, commercial, office and public uses. The boundaries of these parcels match the boundaries of the Bogue-Stewart Master Plan as well as the General Plan, which are the only plans applicable to this Project. The single-family residential lots proposed will have a density of approximately 4.2 residences per gross acre. These residences are within the LDR (Low Density Residential) General Plan designation which allows a density range of 2 to 6 residences per acre. Although the actual number of multiple-family residences that will be constructed is not known, the suggested amount by the applicant is 216 residences on approximately 9.7 gross acres, providing a residential density range of approximately 21.7 residences per gross acre. This is well within the HDR (High Density Residential) density range of 12 to 36 residences per acre, and is also consistent with both the General Plan and BSMP.

The Planning Commission has reviewed the analysis and all evidence presented in this matter, and determines that proposed TSM 14-06 and TSM 14-07 are consistent with Specific Plan Amendment 16-05 (adopting the Master Plan), has also found the Specific Plan Amendment is consistent with the General Plan as amended by General Plan Amendment 14-05, and as such, the TSM 14-06 and TSM 14-07 are also therefore consistent with the General Plan.

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

*Support.* As discussed above, the TSMs are consistent with the General Plan as amended by GPA 14-05 and the BSMP as created by SPA 16-05. Additionally, the proposed parcel sizes, as shown on the tentative subdivision maps, meet the City's zoning minimum parcel size and are therefore of adequate size to accommodate the uses that will be permitted on them. The property will be improved with new or expanded street system for which the traffic study prepared for the project indicates will operate within acceptable levels of service (D or better) and the project will also be provided with full City services that meet all City standards. Further, any new use that locates onto one of the new lots is required to meet all City Zoning, Building, and Public Works development standards, and to comply with the Development Standards and Guidelines of the BSMP.

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

*Support.* There is no substantial evidence in the record that the site is not suited for the density of development being proposed. Each new lot will meet or exceed the minimum



lot sizes required by the relevant zone district. The proposed subdivisions were thoroughly analyzed and compared to the Master Plan and the EIR that was prepared for the subdivisions, which determined that the proposed density of development was appropriate for this site and is physically suited for the proposed development density.

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

*Support.* There is no evidence that the site is not physically suited for the type of development proposed by the tentative subdivision maps. Newkom Ranch Subdivisions were thoroughly analyzed and compared to the Master Plan and General Plan. Additionally, all relevant CEQA environmental concerns were addressed in the EIR that was prepared for the Master Plan and the subdivisions, including flooding, drainage, and other items dealing with the physical characteristics of the site. The proposed subdivisions comply with the allowable land use and residential planned land use density and acreage allocations, and with the goals, objectives, and policies contained in the BSMP and the General Plan. The proposed development meets all adopted standards and requirements, and is physically suited for the type of development being proposed.

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

*Support.* There is no evidence that the design or improvements will, in themselves, cause substantial environmental damage, etc. The EIR prepared for the project compared it with all of the relevant CEQA environmental concerns, including fish and wildlife habitat. Although even with the proposed mitigation measures there remain unavoidable significant environmental impacts, these are not related to design issues, but are instead related to cumulative impacts of the BSMP overall to the loss of certain habitat. Regardless, there are economic, legal, social, technological or other benefits associated that outweigh the unavoidable adverse environmental impacts that are addressed in the Overriding Considerations prepared as a result of the EIR that was prepared for this project. Further, the project has been conditioned with mitigation to reduce the significance of potential cumulative impacts fish or wildlife or their habitat. As such, the design of the subdivision maps or likely improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

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

*Support.* There is no substantial evidence in the record that the design of the subdivision maps will cause serious public health problems. Every new lot will be connected to City water, sewer and storm drainage systems which will minimize public health concerns. Mitigation has been imposed on the project to address potential environmental impacts, including those related to hazardous wastes, etc. As such, design of the subdivision maps or the type of improvements is not likely to cause serious public health problems.

- g. That the design of the subdivision maps or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

*Support.* The subdivisions will be served by public streets that are dedicated to the City for public use and the parks and open spaces will be on land owned by the City. There is no use of private streets or other types of easements with which the project would cause a conflict. Dedications for public right of way, etc., are required for public utilities, roadways, and other improvements. There is no evidence in the record that the subdivision maps or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

- h. There is adequate flood protection for the project.

*Support.* The City requires that an Urban Level of Flood Protection (ULOP), or 200 year flood protection, be provided across portions of the City containing flood depths greater than three feet. Portions of the Master Plan area are located within such an area, or within the 100-year flood hazard zone. The Sutter Butte Flood Control Agency (SBFCA) is the "Local Flood Management Agency" for the Sutter-Butte Basin and as such, has the responsibility to prepare an annual report demonstrating adequate progress as defined in California Government Code Section 65007(a). SBFCA has prepared Adequate Progress Report Updates for ULOP and transmitted them to the Central Valley Flood Protection Board. Additionally, the City has imposed conditions on the Development Agreement governing the TSMs that will protect property within the Master Plan area to the urban level of flood protection in urban areas and urbanizing areas. Such conditions are also implemented as conditions of tentative maps or other entitlements. The applicable Development Agreement also requires payments of certain impact fees, including those related to levee improvements. Conditions of approval are imposed for the residential/"small lot" subdivisions requiring all development to be designed to local, state, and federal flood standards. Finally, the Development Agreement is also required to be consistent with the Master Plan, which has a comprehensive plan providing for drainage and flood protection improvements. (See BSMP, pp. 5-21 – 5-28.) Among others, proposals to develop within either the 100-year or 200 year flood hazard zone require a site-specific hydrological study. With the infrastructure required by the stormwater drainage infrastructure, drainage facilities would be large enough to contain a 100-year storm with one foot of freeboard. All building pad elevations are required to be one foot above the 100-foot flood elevation. As such, the site has adequate flood protection.

- 4. Approval with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves TSM 14-06 (Exhibit "A") and TSM 14-07 (Exhibit "C"), subject to the conditions set forth in Exhibit "B" (TSM 14-06 conditions of approval) and Exhibit "D" (TSM 14-07 conditions of approval) attached hereto, which approvals are contingent upon the following:

- a. The approval of TSM 14-06 and TSM 14-07 shall become final and effective immediately only after the City Council of the City of Yuba City i) certifies the Environmental Impact Report (SCH #2017012009), ii) adopts General Plan Amendment 14-05; iii) adopts Specific Plan Amendment 16-05; and iv) adopts Pre-annexation Zoning 14-04 (collectively "Council Approvals"). If all of the Council Approvals are not made within 180 days of the adoption of this Resolution, then both TSM 14-06 and TSM 14-07 shall be returned to the Planning Commission for further consideration and a final decision. If Council Approvals are made within 180 days of the adoption of this Resolution, but any change is made by the Council to any of the Council Approvals in a manner that could reasonably affect the findings of the Planning Commission herein, or require a modification or addition of a condition of approval to be consistent with a Council Approval, then both TSM 14-06 and



TSM 14-07 shall be returned to the Planning Commission for further consideration and a final decision.

5. Certification. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.
6. Final Action and Appeals. This action shall become final and effective 15 days after, and only upon, the Council Approvals including of the EIR and adoption of the BSMP, unless within such 15 days an appeal is filed with the City Clerk in accordance with the provisions of the Yuba City Zoning Ordinance.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on November 13, 2019, by Commissioner \_\_\_\_\_ who moved its adoption, which motion was seconded by Commissioner \_\_\_\_\_ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

\_\_\_\_\_  
Brian Millar, Secretary

- Exhibit A: TSM 14-06
- Exhibit B: Conditions of approval for TSM 14-06
- Exhibit C: TSM 14-07
- Exhibit D: Conditions of approval for TSM 14-07

EXHIBIT A

TENTATIVE SUBDIVISION MAP 14-06



EXHIBIT B

TENTATIVE SUBDIVISION MAP 14-06  
CONDITIONS OF APPROVAL

EXHIBIT C

TENTATIVE SUBDIVISION MAP 14-07

# EXHIBIT D

## TENTATIVE SUBDIVISION MAP 14-07 CONDITIONS OF APPROVAL

**Tentative Subdivision Map 14-06  
Newkom Ranch (Large Lot) Subdivision  
Conditions of Approval**

**Conditions of Approval**

**General**

1. The purpose of the large lot is to create parcels for planning and financial purposes only. These lots will not have development rights unless they are further subdivided in accordance with TSM 14-07 Small Lot Subdivision Map or through a Certificate of Compliance process.
2. Farming rights will not be impacted by recordation of the large lot final map.
3. Approval of Tentative Subdivision Map (TSM) 14-06 may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on the tentative subdivision map, the Zoning Ordinance, the most recently City-adopted Uniform Building Code, and all Public Works Standards and Specifications. The City shall not assume responsibility for any deletions or omissions resulting from the permit review process, or for additions or alterations to construction plans not specifically submitted and reviewed and approved pursuant to this subdivision or subsequent amendments or revisions.
4. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of, or connected with, this Agreement, except to the extent such liabilities are caused by actions of the City.
5. The Planning Commission's conditional approval of TSM 14-06 is contingent upon the City Council approval of General Plan Amendment 14-05, Specific Plan Amendment 16-05, and Rezoning 14-04. The effective approval date of this subdivision for purposes of this subdivision map's expiration date, as described in Condition #6 below, shall be the effective date of the rezoning.
6. Approval of TSM 14-06 shall be null and void without annexation of the affected lands into the City's jurisdictional boundary within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.

**Expiration and Development Impact Fees**

6. Approval of TSM 14-06 shall be null and void without further action for phases of the subdivision that have not been recorded within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.
7. All City adopted Development Impact Fees and other City adopted fees shall be paid pursuant to the Yuba City Municipal Code.

## **Planning Division**

8. The lot design on the subdivision map shall be designed in conformance with the TSM 14-06, as approved by the Planning Commission.
9. TSM 14-06 shall comply with the Conditions of Approval.

## **Public Works Department**

### **General**

10. Development of any "Large Lot" parcels created shall require a Certificate of Compliance, as provided under Section 66424.6 and Section 66499.34 of the Subdivision Map Act, to be obtained prior to the issuance of any required building permit or other grant of approval. A certificate of compliance shall not be required if a small lot final map, in accordance with TSM 14-07, is recorded that covers the land in the Large Lot.

### **Prior to approval of Improvement Plans**

11. The Developer shall submit to the City a proposed phased infrastructure improvement matrix that coordinates with the BSMP, the project DA, and the proposed parcels to be developed. The plan should identify needed infrastructure, (including water, sewer, and storm), fencing, and landscaping, and the plan should also consider traffic impacts and site access by phases. The subdivision, and associated improvements, shall conform to all stormwater MS4 requirements. All mitigation measures associated with the project are to be met. The City reserves the right for final determination of configuration of proposed infrastructure.



**Tentative Subdivision Map 14-07  
Newkom Ranch (Small Lot) Subdivision  
Conditions of Approval**

**Conditions of Approval**

**General**

1. Approval of Tentative Subdivision Map (TSM) 14-07 may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this tentative subdivision map, the Zoning Ordinance, the most recently City-adopted Uniform Building Code, and all Public Works Standards and Specifications. The City shall not assume responsibility for any deletions or omissions resulting from the permit review process or for additions or alterations to construction plan not specifically submitted and reviewed and approved pursuant to this subdivision or subsequent amendments or revisions.
2. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of or connected with this Agreement, except to the extent such liabilities are caused by actions of the City.
3. The Planning Commission's conditional approval of TSM 14-07 is contingent upon the City Council approval of General Plan Amendment 14-05, Specific Plan Amendment 16-05, and Rezoning 14-04. The effective approval date of this subdivision for purposes of this subdivision map's expiration date, as described in Condition #4 below, shall be the effective date of the rezoning.
4. Approval of TSM 14-07 shall be null and void without annexation of the affected lands into the City's jurisdictional boundary within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.
5. All mitigation measures contained in the BSMP Final Environmental Impact Report are applicable to any and all development within the BSMP.

**Expiration and Development Impact Fees**

6. Approval of TSM 14-07 shall be null and void without further action for phases of the subdivision that have not been recorded within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.
7. All City adopted Development Impact Fees and other City adopted fees shall be paid pursuant to the Yuba City Municipal Code.

**Planning Division**

8. The lot design on the subdivision maps shall be designed in conformance with the TSM 14-07, as appropriate, and as approved by the Planning Commission.

9. TSM 14-07 shall comply with the Conditions of Approval and Mitigation Measures.
10. In conjunction with Mitigation Measure 3.11-2, prior to final map recordation for any small residential lots that abut State Route 99, a noise study shall be completed that either indicates that the exterior noise levels for new residences will be in compliance with General Plan Policies 9.1-I-1, 9.1-I-2, and 9-1-I-6 and Table 9-4 that meet "Normally Acceptable" levels or, if not within a Normally Acceptable level, that construction criteria is provided that will reduce indoor noise levels comparable to residences that are located in areas where the noise level is within the Normally Acceptable range.
11. The following small single-family residential lots in the Newkom Ranch Subdivision are limited to single-story construction, or with final design as approved by the Development Services Director:
  - Large Lot 7 – Small Lots 14 through 21.
  - Large Lot 8 – Small Lots 9 through 17.

## **Public Works Department**

### **General**

12. Improvement plans shall be developed in accordance with the Bogue Stewart Master Plan (BSMP), the Development Agreement (DA), and Condition of Approval and Mitigation Measures for the project, or as approved by the Public Works Director.
13. Development of any "Remainder" parcels created shall require a Certificate of Compliance, as provided under Section 66424.6 and Section 66499.34 of the Subdivision Map Act, to be obtained prior to the issuance of any required building permit or other grant of approval.
14. 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.
15. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
16. The Developer, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to insure compliance.
17. Storage of construction material is not allowed in the travel way.
18. The only hard surface (concrete or pavers) that can be placed in the street planter area other than one standard driveway serving the residence are two (2) 18" wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.



19. Developer is to construct bus stop improvements at locations in conformance with the BSMP Transit Map (Figure 4-6 of the Master Plan) that are located within the proposed final subdivision map area. Work is to include a concrete bus shelter pad and concrete bus turnout. Exact size, location and design of transit improvements shall be approved by both Transit and City.
20. Concrete pedestrian access pads from sidewalk to curb shall be installed on each leg of all major intersections to facilitate future placement of simple curbside bus stops. Exact size, location and design of transit improvements shall be approved by both Transit and City.
21. The applicant shall be required to pay their fair share cost of a determined Yuba-Sutter Transit impact fee associated with increased needs for vehicle capacity (fixed route, demand response, and intercity commuter buses), and related passenger amenities, such as park and ride facilities.

**Prior to approval of Improvement Plans**

22. The Developer shall submit to the City a proposed phased infrastructure improvement plan that coordinates with the BSMP, the project DA, and the proposed parcels to be developed. The plan should identify needed infrastructure, (including water, sewer, and stormwater drainage), fencing, and landscaping, and the plan should also consider traffic impacts and site access by phases. The subdivision, and associated improvements, shall conform to all stormwater MS4 requirements. All mitigation measures associated with the project are to be met. The City reserves the right for final determination of configuration of proposed infrastructure.
23. The development shall incorporate bus stops and shelters in accordance with the BSMP into the street improvement design for the subdivision or as required and approved by the Yuba-Sutter Transit Authority and the Public Works Department.
24. Any single-family residential lots adjacent to State Route 99 are to provide a sound wall that meets the necessary decibel requirements and as approved by the Development Services Director. The proposed wall shall be the same in theme, style, and construction as the wall to the north (south of Lincoln Road).
25. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, install the perimeter wall per City Standards and/or to the satisfaction of the Public Works Director.
26. Plans are to provide for enhanced/protected pedestrian crossing locations along Phillips Road as determined by the Public Works Director.
27. A decorative fence (e.g, wrought iron) shall be installed at the perimeter of the ponds and open space, and at the commercial development. The Developer shall confirm the fence design and phasing with the Development Services Department.

28. The Developer shall coordinate the removal of the existing Caltrans fence, as necessary, with Caltrans.
29. The improvement plans shall provide for a "walk through" path from Hidden Drive to the adjacent park/open space.
30. Park improvements and timing of construction shall be constructed in accordance with the DA and the BSMP.
31. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto adjacent lands or impede the drainage from those properties. The lots that are created by this subdivision shall have the same finish grade elevation as the adjacent lots within tolerances as approved by the Public Works Department. If retaining walls are required, they shall be constructed of concrete or masonry block. The retaining wall is required where grade differences between the proposed development and the surrounding land is greater than six (6") inches.
32. A master grading plan for all phases of the subdivision shall be submitted to the Public Works Department as part of the improvement plans with the first subdivision phase.
33. Improvement plans and necessary calculations for all improvements and associated drainage facilities required by these conditions shall be submitted to and approved by the Public Works Department. Such approvals shall include the alignment and grades of roads and drainage facilities.
34. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of improvement plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.
35. The contractor shall obtain an Encroachment Permit from the City, and/or County, prior to performing any work within public rights of way.
36. Where an excavation for a trench and/or structure is 5 feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department.
37. Streets within the development shall be constructed as determined in the BSMP, or as otherwise approved by the Public Works Director.
38. The structural section of all road improvements shall be designed using a geotechnical investigation which provides the basement soils R-value and expansion pressure test results. The structural section shall be designed to the following standards:
  - a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
  - b. Use a traffic index of 6 for residential streets



- c. Use a traffic index of 7 for collector streets
- d. Use a traffic index of 10 for arterial streets

A copy of the geotechnical investigation, including R-value, test locations and structural section calculations, shall also be submitted with the first improvement plan check.

- 39. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. Twenty-five miles per hour speed limit signs shall be installed within the subdivision at locations determined by the Public Works Department. The Developer shall submit to the Public Works Department a design recommendation for all other speed limits. These proposed speed limit signs shall be shown on the Improvement Plans.
- 40. The Developer shall be responsible for preparation of a street tree and irrigation plan that is deemed acceptable by the Community Services Director prior to entering into a Subdivision Agreement with the City. Only one tree species shall be planted on any street. For tree planting: maintain minimum 25.0-foot clearance to street/stop signs, street lights, and fire hydrants. Maintain adequate clearance to any irrigation line.
- 41. The street landscape planters, the street trees, and street lighting are public improvements which shall meet the Parks Division Planting Standards and Yuba City Standard Details and be included in the improvement plans and specifications for the subdivision when the improvement plans are submitted for the first improvement plan check.
- 42. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the Public Utility Easement (P.U.E.). Developer shall provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Yuba City Public Works Department, with due consideration for street light location, traffic safety, security and consumer convenience.
- 43. Required Improvement Plan Notes:
  - a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
  - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
  - c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."

- d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the Caltrans "Manual of Traffic Safety Controls for Construction and Maintenance Work Zones." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."
  - e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."
44. All development shall be designed to local, state, and federal flood standards.
45. The development shall incorporate bicycle, pedestrian, and trail improvements in accordance with the BSMP or as required and approved by the Public Works Department.

**Prior to acceptance of Public Improvements**

46. All existing well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. Connections shall be made to public sewer and water. The Developer shall pay all applicable fees.
47. Prior to paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
48. Prior to paving, the Developer shall hydroflush, and televise, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.
49. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (AutoCad version 2010 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.
50. The developer shall pay all applicable fees in accordance with the Development Agreement

**Prior to Final Map Recordation**

51. The development shall pay for operations and/or maintenance for police, fire, regional parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello Roos CFD. The City shall be reimbursed actual costs associated with the formation of the district.



52. Owner shall provide, to the City, an irrevocable offer of dedication of all streets and public facilities or as determined by the Public Works Director for each phase of development.
53. The Developer is to obtain and dedicate access rights, as necessary, to facilitate construction of storm drain facilities, as outlined in the BSMP, including the connection to the Gilsizer drainage system and/or the City's drainage system. Scope is to conform with current Gilsizer and/or City requirements or as determined by the Public Works Director.
54. The Developer shall make provisions to relocate the Yuba City Welcome sign to the southwest corner of Pond D as shown on the tentative map (dated September 28, 2018).
55. The property shall petition for formation of a Zone of Benefit of the Yuba City Landscaping and Lighting Maintenance District for the purpose of maintaining the neighborhood park, street trees, street lights, masonry walls, irrigation, landscape areas, street barricades/fences, and any other identified special benefit (e.g. weed control, storm water maintenance). The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
56. All easements of record which affect any of the proposed lots in the development are to be shown on the final map.
57. Written approvals shall be submitted to the Public Works Director from all pertinent public service providers that their requirements have been met and that financial arrangements have been made to insure their facilities will be installed and that they are satisfied with the public utility easements as shown on the Final Map.
58. All public street lighting shall be constructed and dedicated to the City of Yuba City.
59. A public utility easement shall be provided along all interior streets extending 10 feet behind the back of the sidewalk.
60. A BSMP fee shall be determined for the project and the Developer shall coordinate with the City to decide payment terms and accounting.
61. Adjacent to State Route 99, for the length of the subdivision, the Developer shall offer the City an Irrevocable Offer of Dedication of a maximum 10.0-foot wide strip of land parallel to, and contiguous to, the state highway right-of-way to facilitate the installation and maintenance of the sound wall and any landscaping. In addition, this dedicated area shall be landscaped to the satisfaction of the Development Services Director.
62. The developer shall annex the subdivision into the Gilsizer Drainage District, conform to Gilsizer drainage requirements, and pay all applicable fees.
63. The Developer shall demonstrate to the satisfaction of the Public Works Director, how notice will be provided informing individuals acquiring lots in this subdivision of the proximity of:
  - a. Ongoing agricultural operations such as: burning; pesticide spraying; machinery operation; and other impacts associated with said activities are in the vicinity of the subdivision and have the right to continue such operations.

**Prior to Certificate of Occupancy**

64. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.
65. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, install the perimeter subdivision wall and/or fence in place to the satisfaction of the Public Works Department.
66. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, construct a solid 6-foot high chain link fence across the right-of-way, of roads that "end" at bare land, connecting with the adjoining six-foot high fences. This fencing shall be constructed in addition to the standard dead end barricade, or as determined by the Public Works Director. The fence and barricade shall be maintained by the City via the landscape and lighting district.
67. Prior to issuance of any certificate of occupancy, all existing overhead utilities (of 26,000 volts or less), and proposed utilities, both onsite and along all project frontages shall be placed underground. The undergrounding shall extend the entire frontage, or as approved by the Public Works Director to facilitate construction and/or meet current City undergrounding policy.  
  
This does not include surface mounted transformers, pedestal mounted terminal boxes, meter cabinets, or riser poles in approved locations. Appropriate easements shall be obtained by the Developer to facilitate these installations. The Development Services Director may grant exceptions to the certificate of occupancy requirement on a case by case basis if the improvements are fully bonded or paid for in advance.
68. The Developer's Superintendent/Representative shall submit three sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.
69. Prior to issuance of any certificate of occupancy, all utilities, public improvements, and site improvements, including rough grading, shall be completed unless an agreement is prepared acceptable to the Public Works Director and it does not impact the public health and safety.



Recording Requested by:

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

When Recorded Mail To:

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

DOCUMENT WILL BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

**DEVELOPMENT AGREEMENT**

by and between

**NEWKOM RANCH LLC**  
A California Limited Liability Company

and

**CITY OF YUBA CITY**  
A General Law City

(Newkom Ranch Development Agreement)

## DEVELOPMENT AGREEMENT

by and between

### NEWKOM RANCH LLC

A California Limited Liability Company

and

### CITY OF YUBA CITY,

A General Law City

(Newkom Ranch Development Agreement)

THIS DEVELOPMENT AGREEMENT dated \_\_\_\_\_, 2019 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between Newkom Ranch, LLC, a California limited liability company (hereinafter referred to as "Newkom Ranch Landowner," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State of California.

### RECITALS

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

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

**C. Landowner.** The Landowner is Newkom Ranch LLC, a California limited liability company organized under the laws of the State of California.

**D. Property.** The subject of this Agreement is the development of that certain property commonly known as Newkom Ranch, consisting of approximately 161.17 acres located in the County of Sutter, as described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto and incorporated herein by reference (referred to as "the Property"). Landowner owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

**E. Bogue-Stewart Master Plan ("Master Plan" or "BSMP").** The Property is located within the area subject to the Bogue-Stewart Master Plan.

**F. Project.** The development of the Property is in accordance with the City's General Plan, as amended, the Master Plan, and the Development Approvals shall be referred to herein as the "Project."

**G. The Environmental Impact Report.** The City examined the environmental effects of this Agreement and the Development Approvals in the Environmental Impact Report (the "EIR") (SCH No. 2017012009) prepared pursuant to the California Environmental Quality Act (CEQA). The City Council reviewed and certified the EIR as adequate and complete as part of the approval of the Development Approvals.

**H. Purposes.** The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for subdividing and development of Newkom Ranch as set forth herein and in the Master Plan, and Development Approvals and for mitigating the environmental impacts of such development as identified in the EIR. The City has an expressed interest in ensuring the proper growth of the community by entering into Development Agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Newkom Ranch pursuant to the proposed Tentative Subdivision Maps Nos. 14-06 (large lot) and 14-07 (small lots) is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City's land use planning for and secure orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan and consistent with the BSMP. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

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

- General Plan Amendment 14-05.
- Specific Plan Amendment 16-05.
- Rezoning 14-04.
- Tentative Subdivision Maps 14-06 and 14-07 (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 14-14 (Certification of the EIR).

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

**J. Adequacy of CEQA Environmental Documentation.** The Yuba City City Council certified the EIR, which also included a project level review of the Newkom Ranch Tentative Subdivision Maps (TSM) 14-06 (large lot) and 14-07 (small lots). In January, 2014 Newkom Ranch LLC submitted an application to the City to develop a



portion of the BSMP referred to as the Newkom Ranch Tentative Subdivision Maps. The original application included the Newkom Ranch properties, with some surrounding properties along Bogue Road. The original application request was for a large lot and small lot Tentative Map, General Plan Amendment, and Pre-annexation Zoning for those properties. An EIR and Technical Master Plan were then prepared for the expanded BSMP area, including the Project properties, which includes a project-level analysis of the Property. Following consideration of the CEQA environmental documentation and after conducting a duly noticed public hearing, the City Council found that the provisions of this Agreement are consistent with and within the scope of the EIR and that adoption of this Agreement involves no new impacts not considered in the EIR. Specifically, the Development Agreement does not change the environmental assessment of the EIR. Further, the EIR was recently certified. The City Council found that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the EIR that the project will have significant effect not discussed in the EIR. As such, the City Council determined the Development Agreement has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines Section 15162, and no further action or review is required under CEQA.

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

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

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

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

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

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

## **AGREEMENT**

### **1. General Provisions.**

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

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

**1.2.1 Approvals.** Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

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



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

**1.2.4 Director.** The Director of the Development Services Department.

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

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

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

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

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

## **2. Effective Date: Term.**

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

**2.2 Term.** Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate twenty (20) years thereafter; provided, however, that the initial term shall be automatically extended for an additional five (5) year term if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty-five (25) years. If the parties still have not completed their obligations pursuant to Section 4 by the end of the initial automatic extension period, either the City or the Landowner shall have the right to request up to two (2) additional five (5) year extensions [for a total of thirty-five (35) years] in order to complete any obligations under this Agreement. In order to consider the request for an extension timely, the extension must be requested by either the City or Landowner in writing delivered to the other party prior to the expiration date of the then current Term. Following the expiration of the Term, this Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Agreement shall



not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

**2.3. Operative Date.** The Property has not been annexed into the City. Consistent with Government Code section 65865, this Agreement shall not become operative unless annexation proceeding(s) annexing the Property to the City are completed within the Term of this Agreement, or earlier if required by law. If the annexation of the Property is not completed within the Term of this Agreement, or earlier if required by law, then the Agreement shall be null and void. Nothing in this paragraph shall toll or otherwise extend the Term, which shall commence on the Effective Date notwithstanding the Property may not be annexed to the City as of the Effective Date.

### **3. General Development of the Project.**

#### **3.1 Project: Vested Entitlements.**

**3.1.1** The City has adopted certain approvals in connection with the Property, including the adoption of the Master Plan, the tentative maps and the EIR Certification. To the extent the provisions of this Agreement conflicts with the General Plan and Bogue-Stewart Master Plan, those plans shall take precedence.

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

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

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

**3.3 Other Government Permits.** The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or

CalTrans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto. The Landowner shall reimburse the City for all its expenses, including, but not limited to, legal fees and staff time incurred in entering into such agreements, in accordance with the terms and conditions of that certain Funding Agreement for Staff Costs and Consulting Contract entered into between the parties in 2016.

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

**3.4.1** [Intentionally deleted]

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

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

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

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

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

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



**3.4.7** Landowner shall pay the following fees:

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

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements
- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)

ii. A neighborhood park fee per Paragraph 4.2.5 of this Agreement.

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

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

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

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

**3.4.8** For purposes of this Agreement, "area wide" shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the Master Plan. The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations.

**3.5 Applicable Laws and Standards.** Notwithstanding any change in any Existing City Law, including but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Agreement, the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by the City), and this Agreement. The Project has vested rights to be built and occupied on the Property, provided that the City may apply and enforce the

Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code and all applicable hazardous materials regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

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

**3.6.1** Limiting the uses permitted on the Property;

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

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

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

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

**3.7 Moratorium, Quotas, Restrictions, or Other Limitations.**

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

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

**3.9 Farming Rights.** The City shall acknowledge that the Landowner shall have the right to continue to farm the lands non-developed portion of the Property.

#### 4. Developer Obligations

**4.1 Public Improvements:** Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project and as provided in this Agreement and the Development Approvals including the BSMP Public Facilities Financing Plan. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to those reimbursements and credits as specified in this Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such improvements, and in accordance with the requirements and regulations pursuant to California State law.

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

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

Bogue Road from Highway 99 to Railroad Avenue is to be constructed to the ultimate number of lanes required for traffic mitigation as indicated in the Master Plan Traffic Study with the development of commercial zone property in Large Lot 11 per the tentative subdivision map. Reimbursement would be applicable per the Development Impact Fee Program Credit/Reimbursement Agreement.

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

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

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



#### **4.2.5 Park and Open Space Improvements and Dedications.**

Developer shall irrevocably offer for dedication to the City all park land and open space within Newkom Ranch during each phase of development as provided for in the Master Plan, and per the approved phased infrastructure improvement matrix, required per the tentative map conditions of approval, prior to the recordation of the final map for each small lot within the Newkom Ranch property, and as prescribed per the Master Plan.

Developer is to pay to the City a specific Bogue Stewart Master Plan Neighborhood Park fee in the amount of \$3,206 per single-family residential unit and \$2,298 per multifamily unit, prior to certificate of occupancy of each parcel. This fee is subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2020.

With the application of the 117th single family residential building permit in total, in either properties described as Large Lot Parcel 1 or Large Lot Parcel 2 of the Newkom Ranch Tentative Subdivision Map, the Developer is to construct and dedicate the Neighborhood Park designated as Parcel A, in total (1.05 gross acres +/- or 0.80 net acres), as designated on the tentative subdivision map(s). The construction improvement scope of the park is to include the:

Grading of the park area to drain, at a minimum cross slope of 1% to a maximum of 2%, or as approved by the Public Works Department.

Installation of an acceptable grass throughout the designated area with an approved irrigation system tied to the City's water distribution system.

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

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



and approval by the City Attorney, which shall not be unreasonably withheld, prior to recordation thereof and prior to any amendment thereof that may affect the City's enforcement rights thereunder. City acknowledges that Developer shall not be obligated by the foregoing to form a homeowner's association.

**4.5 Reimbursement for City Costs.** Developer shall reimburse City for all of City's costs incurred in the drafting, negotiating, development, and implementation of this Agreement, including, but not limited to, the annual review pursuant to Section 6.1 in accordance with the terms and conditions of the Funding Agreement for Staff Costs and Consulting Contract entered into between the parties in 2016. Said costs shall include, but not be limited to, the full cost recovery of all City's staff time and City's attorney fees. This Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City.

**4.6 Building and Site Design.** Developer shall comply with the design intent of the Design Guidelines contained in the Bogue-Stewart Master Plan or in the City-wide adopted Design Guidelines, whichever is more restrictive as may be reasonably determined by the Development Services Director.

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

### **5.1 Reimbursement to Developer for Oversizing**

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

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

By entering into this Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer's fee credit for a particular facility exceeds the amount of the fee owed, then Developer shall be reimbursed for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. Developer shall request the City enter into a Reimbursement Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement Agreement will require future development by third-party landowners benefiting from the

Oversizing to reimburse Developer's pro-rata share for a period of up to twenty (20) years from the installation of the oversizing or other qualifying improvements benefiting third-party landowners, provided, that Developer shall have the right to extend the initial twenty (20) year period with five (5) year extension requests until such time that Developer has been reimbursed in full from the benefited third party Landowners. The extension request must be received, by the City, in writing six months prior to the expiration of the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement Agreement on behalf of the City subject to approval as to legal form by the City Attorney.

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

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

**5.2 Reimbursement to Developer for Cost of Preparing Master Plan and Environmental Impact Report.** City and Developer agree that preparation of the Bogue-Stewart Master Plan and its accompanying draft and final Environmental Impact Report will benefit third-party landowners that are also located within the boundary of the Master Plan. Developer shall be entitled to a fee credit for the cost of preparation of the Master Plan and EIR to the extent they benefit third-party landowners. Developer shall be reimbursed for the fair share amount owed by the benefited third-party based on the pro-rata share of the acreage to be developed. Reimbursement Agreements shall be established consistent with a City-adopted Capital Improvement Program. The pro-rata share of such up-front planning costs shall be calculated at the time of reimbursement, and shall be paid to Developer by City, and such payment will be funded by such benefited third-party landowners.

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

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



finding thereby of public necessity, to acquire such interest. Subject to the reservation of such good faith discretion, the City shall schedule the necessary hearings, and if approved by City, thereafter prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain.

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

## **6. Annual Review.**

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

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

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

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



**6.4.1** The time and place of the hearing;

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

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

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

## **7. Permitted Delays.**

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

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

Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

## **8. Termination.**

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

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

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

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

**8.2.3** The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property.

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

### **8.4 Effect of Termination.**

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

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

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

**10. Waiver: Cumulative Remedies.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the



future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default, or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

**11. Project as a Private Undertaking.** It is specifically understood and agreed by and between the Parties that the Project is a private development. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status. No partnership, joint venture or other association of any kind is formed by this Agreement.

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

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

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

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



**14.2** Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Agreement that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

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

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

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

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

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

therein or improvement thereon, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

**15.2 Mortgagee Not Obligated; Mortgagee as Transferee.** No Mortgagee shall have any obligation or duty under this Agreement whatsoever, except that nothing contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Newkom Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

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

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

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

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



**17. Amendment.**

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

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

**18. Notices.**

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

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

City: Development Services Director  
City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993

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

Landowners: Newkom Ranch LLC  
Attn: Dave Lanza  
P.O. Box 591  
Marysville, CA 95901

With a copy to: MHM Incorporated  
Attn: Sean Minard  
P.O. Box B  
Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

## **19. Indemnification.**

**19.1 Third Party Actions.** To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Newkom Ranch Subdivision Map Applications and Approvals, or the Development Approvals; or (b) claims or alleges a violation of CEQA or another law in connection with the certification of the EIR by the City Council or the grant, issuance or approval by the City of any or all of this Agreement, the Newkom Ranch Subdivision Map Applications and Approvals, and the Development Approvals. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section shall survive the termination of this Agreement.

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

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the



use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

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

This Section shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than



\$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute a default of this Agreement.

## **21. Miscellaneous.**

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

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

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

**21.4 Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

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

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

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

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

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

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

**21.11 Entire Agreement.** This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with



respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

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

Exhibit A-1: Property legal description  
Exhibit A-2: Newkom Ranch Subdivisions

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

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

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

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

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

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

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

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

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

[SIGNATURES ARE ON THE FOLLOWING PAGE]

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

"City"

CITY OF YUBA CITY,  
A General Law City

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

Shon Harris, Mayor

Date: \_\_\_\_\_

"Landowner"

Newkom Ranch LLC,  
a California limited liability company

By: Newkom Ranch LLC  
a California limited liability company

By: \_\_\_\_\_  
Dave Lanza, Member

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Shannon Chaffin, City Attorney

Attachments:



2013-0014069

**RECORDING REQUESTED BY**  
First American Title Insurance Company National  
Commercial Services

Recorded		REC FEE	26.00
Official Records		SURVEY MONUMENT	10.00
County of Sutter			
Donna M. Johnston			
Clerk Recorder			
		RB	
12:15PM 22-Aug-2013		Page 1 of 5	

**AND WHEN RECORDED MAIL DOCUMENT TO:**

NEWKOM RANCH, LLC  
Attn: David W. Lanza  
P. O. Box 591  
Marysville, CA. 95901

Space Above This Line for Recorder's Use Only

APN: 23-040-001, 004, 005, 062, 064 and 23-380-007

**GRANT DEED**

**Conf.**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$R&T Code 11932 - Per separate statement;  
CITY TRANSFER TAX \$NONE; SURVEY MONUMENT FEE \$ 10.00

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of -----, and

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

**DANE SILLER and LISA SILLER, husband and wife, as joint tenants**

hereby GRANTS to

**NEWKOM RANCH, LLC, a California limited liability company**

the following described property in the unincorporated area of the County of **Sutter**, State of **California**:

**PARCEL ONE:**

**BEGINNING AT A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, 80 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; AND RUNNING THENCE NORTH ON THE WEST SECTION LINE OF SAID SECTION 3, A DISTANCE OF 40 RODS; THENCE AT A RIGHT ANGLE EAST 1860 FEET MORE OR LESS TO THE WEST LINE OF A PRIVATE ROADWAY DESCRIBED IN THE DEED FROM GEORGE WALTON TO FRANCIS WALTON, DATED NOVEMBER 10, 1910 AND RECORDED MARCH 13, 1913 IN BOOK 51 OF DEEDS, AT PAGE 92; THENCE SOUTH ALONG THE WEST LINE OF SAID PRIVATE ROADWAY AS DESCRIBED IN SAID DEED RECORDED IN BOOK 51 OF DEEDS, AT PAGE 92, A DISTANCE OF 40 RODS TO A POINT 80 RODS NORTH OF THE LINE DIVIDING THE SOUTHWEST QUARTER OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES; AND THENCE WEST AND PARALLEL WITH SAID LAST NAMED LINE 1860 FEET MORE OR LESS TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED FROM HAROLD E. NEWKOM, ET UX, RECORDED JUNE 14, 1954 IN BOOK 425, AT PAGE 190, OFFICIAL RECORDS.**

APN: 23-040-004



**PARCEL TWO:**

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, 160 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH ON THE WEST SECTION LINE OF SAID SECTION 3, TO A POINT ON SAID LINE 40 RODS; SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1860 FEET, MORE OR LESS, TO THE WEST LINE OF A PRIVATE ROADWAY DESCRIBED IN THE DEED FROM GEORGE WALTON TO FRANCIS WALTON, DATED NOVEMBER 10, 1910 AND RECORDED MARCH 13, 1913 IN BOOK 51 OF DEEDS, AT PAGE 92; THENCE SOUTH ALONG THE WEST LINE OF SAID PRIVATE ROADWAY AS DESCRIBED IN SAID DEED RECORDED IN BOOK 51 OF DEEDS, AT PAGE 92, TO A POINT 160 RODS NORTH OF THE LINE DIVIDING THE SOUTHWEST QUARTER OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES; AND THENCE WEST AND PARALLEL WITH SAID LAST NAMED LINE 1860 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED FROM HAROLD E. NEWKON, ET UX, RECORDED JUNE 14, 1954 IN BOOK 425, AT PAGE 190, OFFICIAL RECORDS.

APN: 23-040-005 (PORTION)

**PARCEL THREE:**

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, 120 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; AND RUNNING THENCE NORTH ON THE WEST SECTION LINE OF SAID SECTION 3, A DISTANCE OF 40 RODS; THENCE AT A RIGHT ANGLE EAST 1860 FEET MORE OR LESS TO THE WEST LINE OF A PRIVATE ROADWAY DESCRIBED IN THE DEED FROM GEORGE WALTON TO FRANCIS WALTON, DATED NOVEMBER 10, 1910 AND RECORDED MARCH 13, 1913 IN BOOK 51 OF DEEDS, AT PAGE 92; THENCE SOUTH ALONG THE WEST LINE OF SAID PRIVATE ROADWAY AS DESCRIBED IN SAID DEED RECORDED IN BOOK 51 OF DEEDS, AT PAGE 92, TO A POINT 120 RODS NORTH OF THE LINE DIVIDING THE SOUTHWEST QUARTER OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES; THENCE WEST AND PARALLEL WITH SAID LAST NAMED LINE 1860 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED FROM HAROLD E. NEWKON, ET UX, RECORDED JUNE 14, 1954 IN BOOK 425, AT PAGE 190, OFFICIAL RECORDS.

APN: 23-040-005 (PORTION)

**PARCEL FOUR:**

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, 40 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; AND RUNNING THENCE NORTH ON THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 40 RODS; THENCE AT A RIGHT ANGLE EAST 1860 FEET MORE OR LESS TO THE WEST LINE OF A PRIVATE ROADWAY DESCRIBED IN THE DEED FROM GEORGE WALTON TO FRANCIS WALTON, DATED NOVEMBER 10, 1910 AND RECORDED MARCH 13, 1913 IN BOOK 51 OF DEEDS, AT PAGE 92; THENCE SOUTH ALONG THE WEST LINE OF SAID PRIVATE ROADWAY AS DESCRIBED IN SAID DEED RECORDED IN BOOK 51 OF DEEDS, AT PAGE 92, TO A POINT 40 RODS NORTH OF THE LINE DIVIDING THE SOUTHWEST QUARTER OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES; THENCE WEST AND PARALLEL WITH SAID LAST NAMED LINE 1860 FEET MORE OR LESS TO THE POINT OF BEGINNING.



EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED FROM HAROLD E. NEWKON, ET UX, RECORDED JUNE 14, 1954 IN BOOK 425, AT PAGE 190, OFFICIAL RECORDS.

APN: 23-040-062

PARCEL FIVE:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 40 RODS; THENCE AT A RIGHT ANGLE EAST A DISTANCE OF 1860 FEET MORE OR LESS TO THE WEST LINE OF A PRIVATE ROADWAY AS DESCRIBED IN THE DEED FROM GEORGE WALTON TO FRANCIS WALTON, DATED NOVEMBER 10, 1910 AND RECORDED MARCH 13, 1913 IN BOOK 51 OF DEEDS, AT PAGE 92 THENCE SOUTH ALONG THE WEST LINE OF SAID ROADWAY A DISTANCE OF 40 RODS TO THE LINE DIVIDING THE SOUTHWEST QUARTER OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES; THENCE RUNNING WEST ALONG SAID LAST NAMED LINE, A DISTANCE OF 1860 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED FROM HAROLD E. NEWKON, ET UX, RECORDED JUNE 14, 1954 IN BOOK 425, AT PAGE 190, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 710 FEET; THENCE AT A RIGHT ANGLE EAST, A DISTANCE OF 645 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 710 FEET MORE OR LESS, TO THE LINE DIVIDING THE SOUTHWEST QUARTER OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES; THENCE RUNNING WEST ALONG SAID LAST MENTIONED LINE A DISTANCE OF 645 FEET TO THE POINT OF BEGINNING.

APN: 23-040-064

PARCEL SIX:

BEGINNING AT A POINT ON THE TOWNSHIP LINE BETWEEN TOWNSHIPS 14 NORTH AND 15 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN WHERE THE SAME IS INTERSECTED BY THE WEST LINE OF THE NEW HELVETIA RANCHO, SAID POINT BEING KNOWN AS THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND RUN THENCE SOUTH 1° 0' WEST ALONG THE WEST BOUNDARY LINE OF SAID NEW HELVETIA RANCHO, 35 CHAINS AND 32 LINKS TO A POINT; THENCE SOUTH 87 ½° WEST 1 CHAIN AND 37 LINKS TO A POINT ON THE WEST SIDE OF THE COUNTY ROAD AT THIS PLACE, WHICH LAST NAMED POINT IS THE POINT OF BEGINNING FOR THE DESCRIPTION OF THE LAND HEREBY DESCRIBED; FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 87 ½° WEST 660 FEET TO A POINT; THENCE NORTH 1° 0' EAST 327.67 FEET TO A POINT; THENCE NORTH 87 ½° EAST 660 FEET TO A POINT; THENCE SOUTH 1° 0' WEST 327.67 FEET TO THE POINT OF BEGINNING.

APN: 23-380-007

Grant Deed - continued

Date: 08/16/2013

**PARCEL SEVEN:**

**BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN; AND THENCE SOUTH ON THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 40 RODS; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; A DISTANCE OF 1860.0 FEET, MORE OR LESS, TO THE WEST LINE OF A PRIVATE ROADWAY AS DESCRIBED IN DEED FROM GEORGE WALTON TO FRANCIS WALTON DATED NOVEMBER 10, 1910, RECORDED MARCH 13, 1913 IN BOOK 51 OF DEEDS, AT PAGE 92; THENCE NORTH ALONG THE WEST LINE OF SAID ROADWAY, A DISTANCE OF 40 RODS, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION 3; THENCE WEST ALONG SAID NORTH LINE 1860 FEET, TO THE POINT OF BEGINNING.**

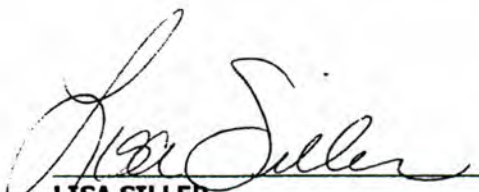
**EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 14, 1954 IN BOOK 425, AT PAGE 190, OFFICIAL RECORDS.**

**ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 07, 2002 AS DOCUMENT NO. 2002-0004534 OF OFFICIAL RECORDS.**

**APN: 23-040-001**

Date: **August 16, 2013**

  
\_\_\_\_\_  
**DANE SILLER**

  
\_\_\_\_\_  
**LISA SILLER**



Grant Deed - continued

Date: 08/16/2013

STATE OF CALIFORNIA )SS  
COUNTY OF SACRAMENTO )

On August 20, 2013, before me, Carolyn Hunt, Notary Public, personally appeared DANE SILLER and LISA SILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



*Carolyn Hunt*

My Commission Expires: APRIL 17, 2015

*This area for official notarial seal*

Notary Name: CAROLYN HUNT

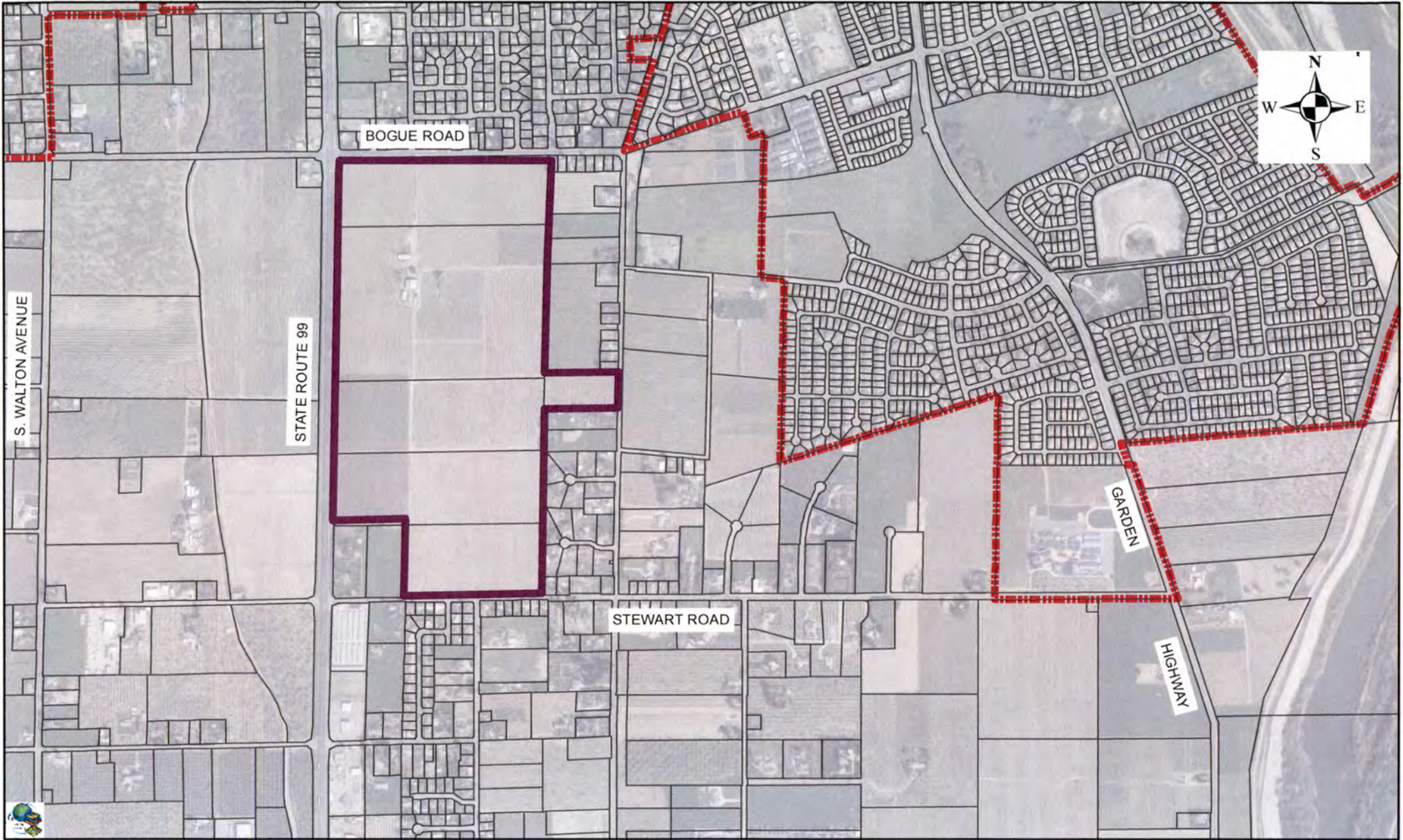
Notary Phone: 916-576-3141  
County of Principal Place of Business: SACRAMENTO

Notary Registration Number: 1932930

END OF DOCUMENT





# Vicinity Map



## Bogue Stewart Master Plan

EXHIBIT A-2

-  Newkom Ranch Subdivision
-  City Limits

1 inch = 1,200 feet





CITY OF YUBA CITY  
PLANNING COMMISSION  
STAFF REPORT

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- Date:** November 13, 2019
- To:** Chair and Members of the Planning Commission
- From:** Development Services Department
- Presentation By:** Brian Millar, Interim Director of the Development Services Department  
Denis Cook, Planning Consultant
- Public Hearing:** **Kells East Ranch Subdivision Maps and Development Agreement:**
- Tentative Subdivision Map (TSM) 15-02 (Large Lot) (Contingent Approval)** A proposal to create four large lots, ranging from 5.30 acres to 15.43 acres; and
- Tentative Subdivision Map (TSM) 15-03 (Small Lot) Contingent Approval):** A proposal to subdivide the two single-family residential large lots from TSM 15-02 into 147 single-family residential lots; and
- Development Agreement (Recommendation):** A development agreement for the Kells East Subdivisions.
- Project Location:** The 93.50-acre property is located along the west side of State Route 99 between Bogue Road and Stewart Road (the convenience market and gas station at the southwest corner of SR 99 and Bogue Road is not a part) (**Figure 1**). Assessor's Parcel Numbers 23-010-005, 120, and 127.
- Recommendation:** Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Contingently Approving The Kells East Ranch Subdivisions (Tentative Subdivision Maps (TSM) 15-02 And 15-03) Located At The Southwest Corner Of State Route 99 And Bogue Road; Assessor's Parcel Numbers 23-010-005, 23-010-120, And 23-010-127; and
- Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending To The City Council Of The City Of Yuba City Approval Of An Uncodified Ordinance For A Development Agreement With Bains Properties, LP, For The Development Of The Kells East Ranch Subdivisions (TSM 15-02 And TSM 15-03); Assessor's Parcel Numbers 23-010-005, 23-010-120, And 23-010-127.



TENTATIVE SUBDIVISION MAPS  
2015-02 (LARGE LOT) AND 2015-03 (SMALL LOT)  
**KELLS EAST RANCH**

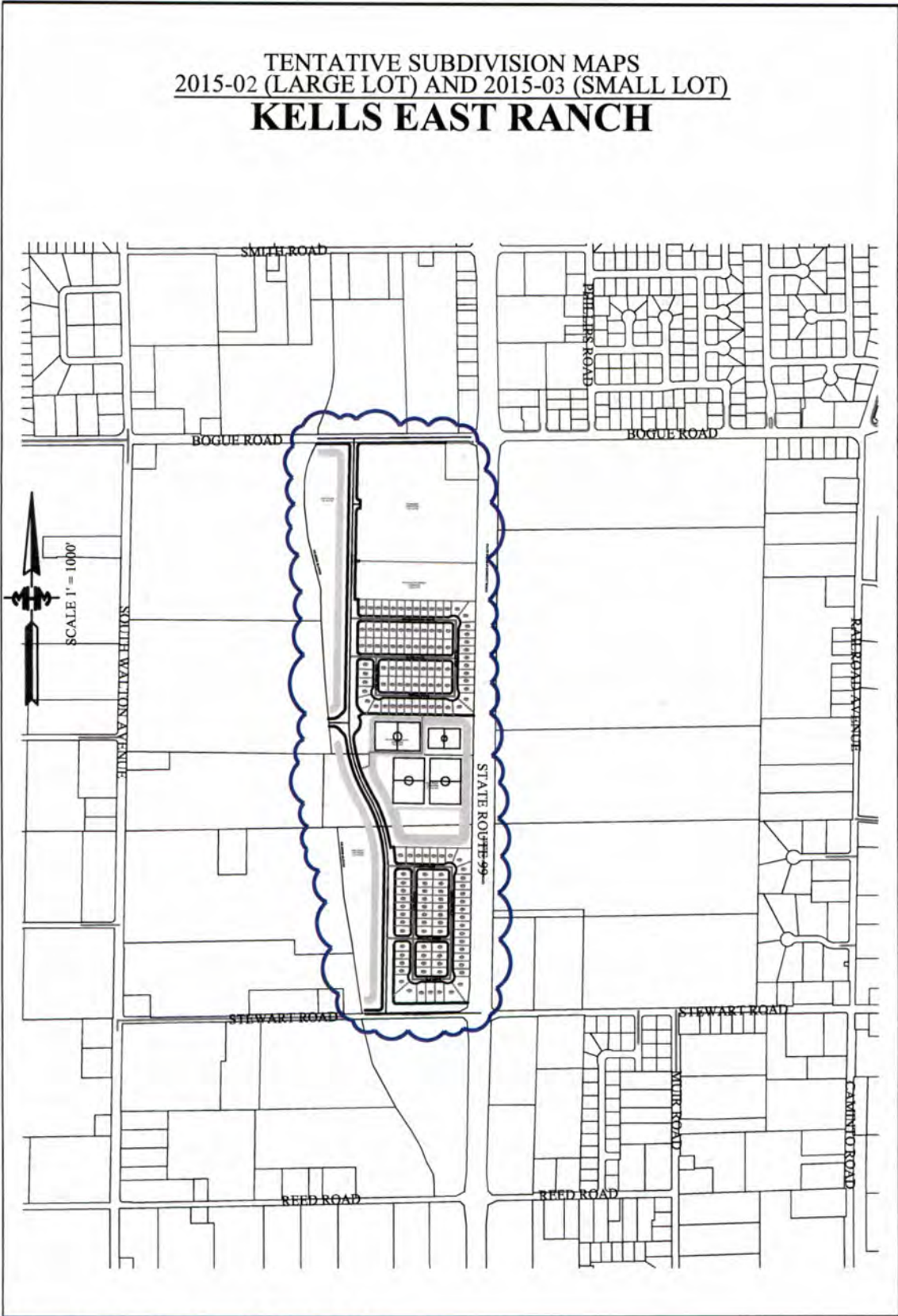


Figure 1: Kells East Ranch Location Map

**Project Proposal:**

***Subdivisions***

The subdivisions are for a mixed-use development that is part of the Bogue-Stewart Master Plan. As proposed the Kells East Ranch Subdivisions will create the following land uses:

<b>Table 1: Proposed Kells East Ranch build-out</b>		
<i>Use</i>	<i>Acres</i>	<i>Number of residential units or building square footage (sf)</i>
Single-family residences	29.05	147
Multiple-family residences	5.30	123 (est.)
Commercial	15.19	161,172 sf (est.)
Open Space/Detention Pond	36.79	-
Major Roads	7.80	-
<b>Total</b>	<b>93.5</b>	<b>-</b>

The two subdivisions cover the same 93.5-acre area. TSM 15-02 is a large lot subdivision that divides most of the 93.50 acres into four large lots, ranging in size from 5.30 acres to 15.43 acres (the subdivisions are shown in **Figure 2**, or a larger version is provided as an exhibit to **Attachment 1** to this staff report). Two of the large lots, totaling 29.05 acres, are intended to be further subdivided into 147 single-family lots per TSM 15-03. The 5.30-acre large lot will be utilized for multiple-family development, one large lot of 15.19 acres will be for commercial development. There are also three large lots totaling 36.79 acres, which include the Gilsizer Slough, will be utilized for open space/drainage ponds that will be dedicated to the public.

The intent for the two large lots is to allow for their sale to individual home builders as a large lot that then can record the small lot subdivision and build homes. For example, proposed Large Lot 3 can be purchased by a homebuilder who then in turn will finish and record the small lot subdivision into 82 smaller single-family lots for individual single-family home construction.

The land uses that will result from each large lot are provided in **Table 2**.

***Development Agreement***

A Development Agreement is also proposed, which is a contract between the City and developer that defines processes and criteria for the subdivisions to be developed. The Development Agreement that accompanies these subdivisions is intended to satisfy the City's Growth Policies and was also requested by the applicant. The primary benefit of the agreement is to allow a 20-year plus life for the tentative subdivision map, versus a standard subdivision that has about half that lifespan without the Development Agreement.

**Background:**

The Kells East Ranch Subdivisions, and the Newkom Ranch Subdivisions are located on opposite sides of SR 99 from each other. They comprise the two proposed projects that are being processed concurrently with the 741-acre Bogue Stewart Master Plan. This 93.5 acre



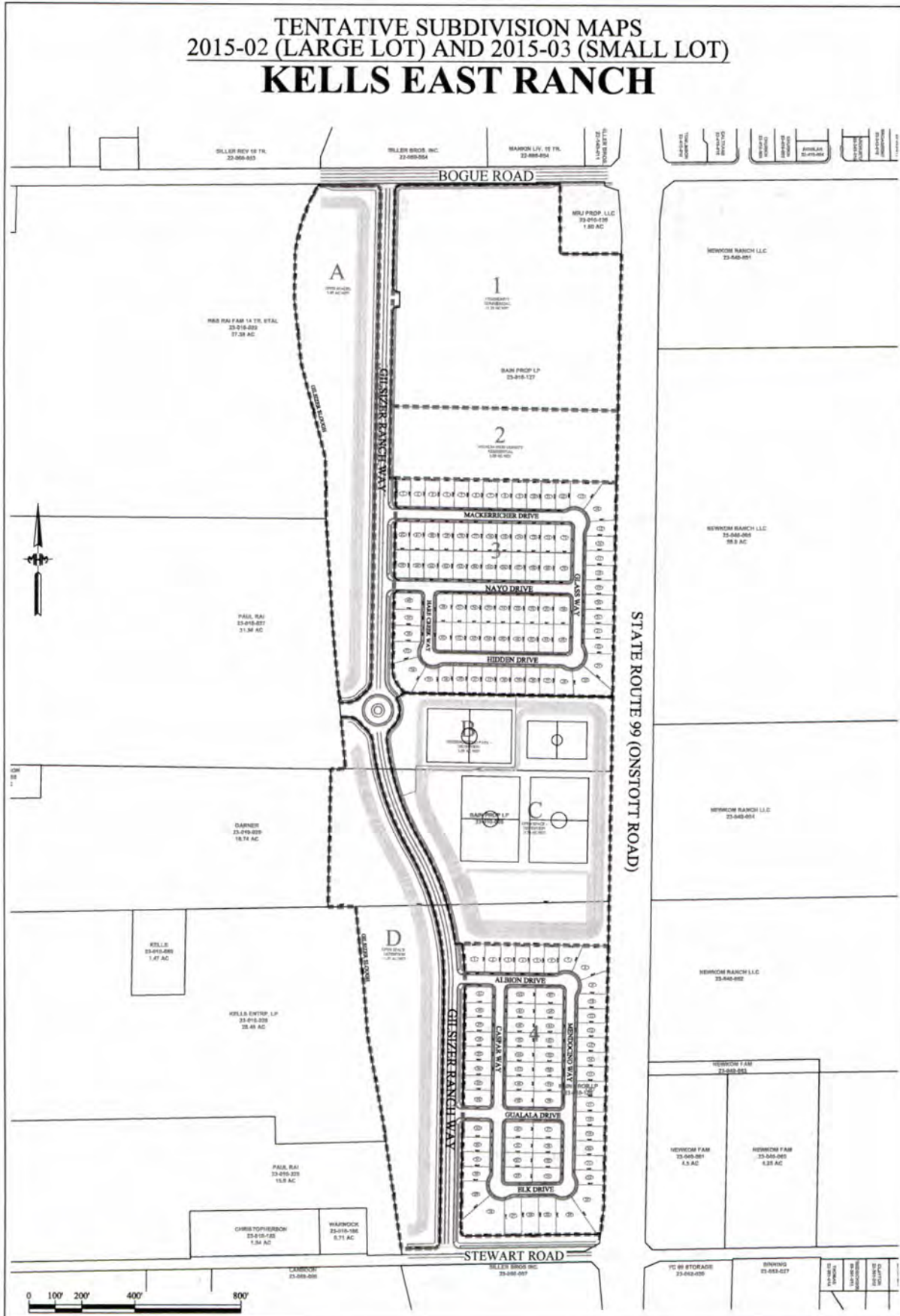


Figure 2: Kells East Ranch Tentative Subdivision Map

subdivision comprises approximately 12.6 percent, of the 741 Master Plan acres. The Master Plan has been under development for the last few years. There are many other parcels in the Master Plan, some of which are already developed with residences, others are in agricultural use. It is not known if or when the owners of the remaining agricultural properties will want to develop their property.

Table 2: Land Uses		
Large Lot Number or letter	Use	Acres
1	Commercial	15.19
2	Multiple-Family	5.30
3	Single-Family Residential	15.43
4	Single-Family Residential	13.62
A	Open Space/Detention Pond	9.89
B	Park/Detention Pond	3.09
C	Open Space/Detention Pond	12.74
D	Open Space/Detention Pond	11.07
	Roads	7.80
<b>Total</b>		<b>93.50</b>

**Access and Public Improvements:**

The primary east-west access roads to the subdivisions will be by Bogue Road and Stewart Road. On a north-south basis a primary access will be by a new north-south collector street, tentatively named Gilsizer Ranch Way, which will run through the project connecting Bogue Road and Stewart Road. The subdivisions will be served by City water and wastewater systems. Stormwater drainage will be provided by Gilsizer County Drainage District and Yuba City (the Gilsizer Slough runs through the project). There will also be three open space/detention ponds and a park/pond. Two of those lots (A & D) are open space lots that accommodate the Gilsizer Slough and environs. The other open space lot will be utilized as a stormwater detention pond. All City services will be constructed in stages as the project is developed. Police Department and Fire Department services will be provided by Yuba City out of existing facilities.

The Master Plan is within the Yuba City Unified School District. According to the school district K-8 students will attend Barry School. High school students will attend Yuba City High School.

**Property Description:**

The site is relatively flat with no unique topographic features such as rock outcroppings. The property is currently planted in orchards. Current access roads to the property are County roads generally designed to serve an agricultural area.



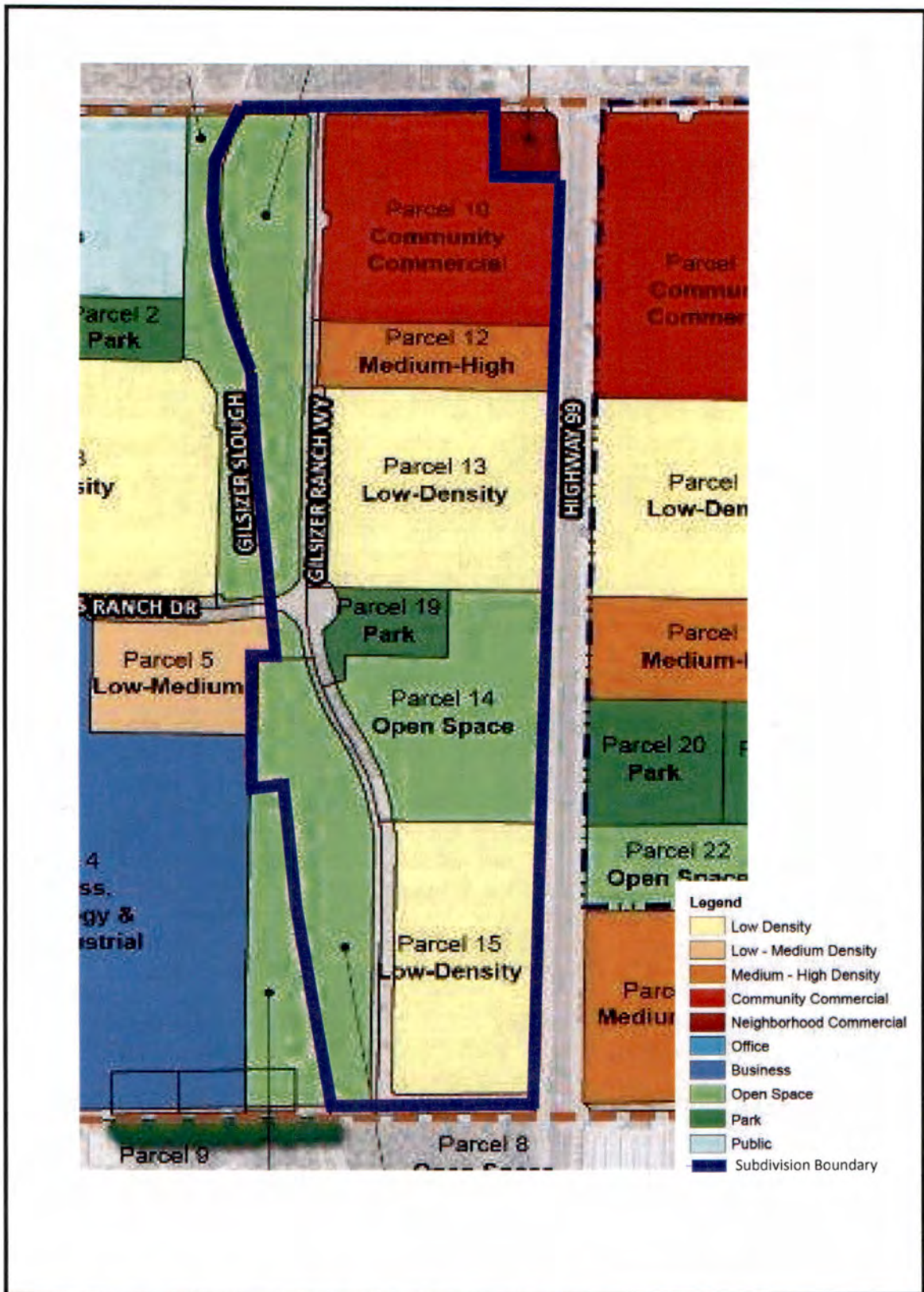


Figure 3: Master Plan Land Use Map for Kells East Ranch Subdivisions



**Existing Bordering Uses:**

<b>Table 3: Bordering Information and Uses</b>			
	<i>General Plan Land Use Classification</i>	<i>Zoning</i>	<i>Existing Land Use</i>
<i>Project Site<sup>1</sup></i>	Low Density Residential (LDR), High Density Residential (HDR) Community Commercial (CC), and Open Space (PF)	One-Family Residential (R-1), Multiple-Family Residential (R-3), Community Commercial (C-2), and Public Facility (PF)	Orchards
<i>North<sup>1</sup></i>	Regional Commercial (RC)	General Commercial (C-3)	Orchards, convenience market.
<i>East<sup>1</sup></i>	CC, LDR, Medium Density Residential (MDR), PF	R-1, R-3, C-2, PF	SR 99, Newkom Ranch Subdivision
<i>West<sup>1</sup></i>	Office (O), LDR, MDR, Light Industrial, PF	R-1, R-2, C-2, M-1, PF	SR 99, orchards.
<i>South<sup>2</sup></i>	Agriculture 20 ac. min.	AG	Orchards

<sup>1</sup> Area is unincorporated but designations and pre-annexation zoning is for City.

<sup>2</sup> Sutter County General Plan and Zoning.

**Yuba City General Plan Land Use Designations:**

*Low Density Residential (LDR)* - This designation provides for a residential density range of 2-8 residences per gross acre. This designation is typically used for single-family residential uses. The proposed density for the single-family residential part of this project is approximately 4.6 dwellings per gross acre.

*High Density Residential (HDR)* - This designation provides for a residential density range of 12-36 residences per gross acre. This designation typically includes apartments and condominiums. The applicant's proposed density is approximately 20 residences per gross acre.

*Community Commercial (CC)* - Provides for a wide variety of retail and service commercial uses.

*Park/Open Space (PF)*.

**Zoning:**

Single-Family Residential (R-1), Multiple-Family Residential (R-3), Community Commercial (C-2), and Public Facilities (PF) Zone Districts. These zone districts compliment their respective general plan designations.

**Previous Commission/Council Actions:**

This area will be a new addition to the City. Several years ago, the City Council held discussions on the boundary for this Master Plan.

There was a joint City Council/Planning Commission study session on the Bogue-Stewart Master Plan and accompanying EIR on June 24, 2019. No decisions or recommendations were made.

**Staff Comments:**

The subdivisions are for a mixed-use development that is part of the Bogue-Stewart Master Plan. The large lot subdivision divides the 93.5 acres into 4 large lots as well as three large lots totaling 36.79 acres, including the Gilsizer Slough, that will be dedicated to the public for stormwater drainage and stormwater detention ponds. The small lot subdivision consists of two of the large lots are being further subdivided into 147 single-family lots per TSM 15-03. One 5.30-acre large lot will be utilized for multiple-family development, and one large lot of 15.19 acres will be for commercial development. The intent for being able to further subdivide the two large lots is to allow for their sale to individual home builders that can then construct and record the small lot subdivision and build homes. For example, Lot 3 can be purchased by a homebuilder who in turn will construct and record the small lot subdivision into 82 smaller single-family lots for individual home construction. There are also four lettered lots intended for public use – open space and detention pond.

***Compatibility with Neighboring Uses***

The subdivision will border existing uses on its north, south and west sides. The east side borders on SR 99.

The north side of the Master Plan area is bordered by Bogue Road. That area north of Bogue Road is within the unincorporated area of Sutter County but within the existing Yuba City Sphere of Influence. The area primarily consists of agricultural uses. On the same side of Bogue Road and abutting the northeast corner of this property is a convenience store and gas station. The use proposed by the Master Plan along this boundary is commercial. Since the agricultural area north of Bogue Road is within the City's SOI and is designated in the City General Plan for commercial development, there are not expected to be long term impacts from the proposed Kells East Ranch commercial development.

The south side of the subdivision proposes new single-family residential uses. These new residences will border existing agricultural uses located across Stewart Road. The new single-family homes will back up to Stewart Road, with a solid wall, trees and other landscaping and a widened Stewart Road. This meets the Yuba City/Sutter County urban/agricultural buffer standard, so the impact on the agricultural land is minimized to the degree feasible.

The east side of the subdivisions will be developed in commercial, multiple-family and single-family residences, and open space uses. All of these will border SR 99. The commercial and open space lots will not be adversely impacted by SR 99. The residential components may be impacted by noise generated by SR 99 traffic, especially truck traffic. There is a condition included with the subdivision maps that prior to recording the multiple-family large lot and the single-family residential small lots, a noise study shall be prepared. The condition also



requires that, based on the noise study, the new residences have adequate indoor noise attenuation such that the noise levels meet the General Plan Noise Element's "normally acceptable" noise standard, as provided in Figure 9-4 of the General Plan, and the relevant General Plan noise policies.

The west side of the subdivision is bordered by Gilsizer Slough with agricultural uses on the opposite side. Those agricultural uses are part of this master plan and are slated, at some point in the future, to be urbanized. Considering the separation of the uses by the Gilsizer Slough and the long term planned uses of the agricultural properties, there is not expected to be long term agricultural/urban conflicts.

**Traffic and Circulation:**

*Note: Traffic related Impacts created by the Kells East Ranch Subdivisions and Newkom Ranch Subdivisions are discussed in detail in the EIR, starting on page 3-14.1. There was also a traffic study prepared for the projects which is contained in the appendices of the EIR. The following is a brief summary of that discussion.*

With the construction of this project and other projects within this Master Plan area, a notable change to the area will be the increase in traffic. The new subdivision, once built-out, will generate significant amounts of traffic. The retail development will generate an estimated 161,000 square feet of buildings and there will be 147 new single-family and an estimated 123 multiple-family residences. The EIR does not break projected traffic down for just this project but estimates the build out of Phases 1 and 2 (Kells East Ranch and Newkom Ranch) of the Master Plan will generate approximately 30,000 daily vehicle trips. As a result, new collector streets will be created, and existing streets will be expanded. Bogue Road will be widened to four lanes. South Walton Avenue and Stewart Road will remain at two lanes, but the lanes will be widened, and expanded to an urban standard from a rural standard. A new north-south two-lane collector street, called Gilsizer Ranch Way, will provide access from within the subdivision to Bogue Road and Stewart Road. As part of Phase 3 a new east-west collector street, named Kells Ranch Drive, will be created to connect Gilsizer Ranch Way and South Walton Avenue. At the Bogue Road/SR 99 intersection the westbound and eastbound lanes will be widened to have double left and right turn lanes. Signals at the Stewart Road/SR 99 intersection will also be constructed.

The EIR prepared for the Master Plan, provides numerous other mitigation measures for street improvements. The mitigations are provided in the EIR, as well as more detailed summary of all the traffic issues associated with the development of this Master Plan in Section 3.14 of the EIR.

These street improvements will not occur all at once. The street improvements will occur as the various phases of the project are constructed. The conditions of the tentative subdivision map and the mitigation measures dictate when these improvements will occur.

The new roads proposed by the Master Plan as well as widening of existing streets will provide a roadway network that will function at a Level of Service (LOS) D or better during peak traffic hours. LOS D is the minimal service level allowed the City's General Plan policies.

This subdivision, like other portions of the Master Plan area also provide for alternative forms of transportation. All arterial and collector streets will have bike lanes, five or six-foot wide



sidewalks, and bus stops at chosen locations. On some major streets there will be 10-foot wide “shared paths.” These are for use by both bicycle and pedestrians and are detached from the main road.

***Development Agreement:***

There is a development agreement (DA) that is also proposed as part of the subdivisions. This is a binding agreement between the City and the Developer spelling out items that go beyond the standard planning, zoning, and development and design standards that are required of the project. While development agreements are allowed by state law, there are no established rules or policies regarding the deal points. As such, each proposal is unique and must be considered on its own terms.

In this case the DA was requested by the applicant and is also required by the City Council’s Growth Policies requiring a DA for newly annexed areas. The primary deal point for this DA is to extend the life of the subdivision for 20 years. The typical life span to construct an approved subdivision without a development agreement does not typically extend more than 10 years. Due to the nature of residential development in Yuba City, this was not considered enough time for the developer to build the subdivision when considering the large investment required early in the subdivision’s life.

**Availability of City Services:**

All City services, including water, sewer and storm-water drainage a will be extended to serve this site, as shown in Table 4.

Table 4: Summary of Public Facilities and Services	
Water	City water is available up to the subdivision’s boundary. There are existing trunk lines in Bogue Road, Stewart Road, and South Walton Avenue that will be extended into the Master Plan area. Two new water storage tanks may be installed in the Master Plan area (near the PG&E substation), dependent on other City needs. The subdivision will be responsible for extending water lines to the project as well as pay water connection fees which go towards future plant expansions and trunk line extensions.
Wastewater	The wastewater generated from this subdivision will connect to an existing sewer trunk line in Bogue Road that connects to a Garden Highway trunk line and flow to the wastewater treatment plant northeast of the subdivision. Other offsite improvements and lines may be needed to accommodate the new growth. The subdivision will be responsible for extending sewer lines to the project as well as pay sewer connection fees which goes towards future plant expansions and trunk line extensions.
Stormwater	Stormwater drainage will flow to the Gilsizer Slough (Gilsizer County Drainage District). The subdivision will be responsible for building its portion of the stormwater collection system as well as either dedicate land for detention ponds and build needed portions of the backbone system or pay a BSMP fee to pay for the major drainage system improvements.
Streets	There will be an extensive new street system based on the traffic study. The street system will be expanded to accommodate development as it occurs.



	Each new building will pay fees for and/or build its fair share of needed street improvements.
Law Enforcement	The Yuba City Police Department will service the subdivision upon annexation. Police services will continue to be provided out of the existing Police Station on Poole Boulevard. The Sutter County Sherriff's Department and California Highway Patrol provides law enforcement to the remaining unincorporated areas. Each new building will pay City development impact fees for future police facility expansion and new police equipment that is needed due to growth.
Fire protection	The Yuba City Fire Department provides fire protection to the subdivisions from its existing five fire stations. No new fire stations are proposed for the subdivisions. Each new building will pay City development impact fees for future facility expansion and new fire equipment that is needed due to growth.
Schools	The entire subdivision is within the Yuba City Unified School District. New students will attend Barry Elementary School. A new K-8 school site is proposed in the northwest corner of the Master Plan area, which is outside of this subdivision. The subdivision must join a Yuba City Unified School District required Community Facility District requiring each new residence to pay an annual assessment for future school expansions or a new school.

**Environmental Determination:**

An Environmental Impact Report (EIR) was prepared for the Bogue-Stewart Master Plan and circulated through the State (State Clearinghouse Number 2017012009). This EIR is written at two levels. For the Master Plan it is considered to be a "program" EIR. That is, it is written at more of a general level because the Master Plan only establishes a regulatory and policy framework for future development and does not describe or analyze any specific projects.

The EIR is also a "project" EIR since Kells East Ranch and Newkom Ranch Subdivisions are actual development projects. As such, the level of review for the two subdivisions is more detailed. Other future developments within the Master Plan area will use this EIR as a basis of the analysis but must conduct their own project level environmental review.

At the outset there were numerous potential significant environmental impacts that could result from this project. The EIR has approximately 40 mitigation measures, some of which contain additional subcomponents. With those mitigation measures many of the potential significant impacts are reduced to less than significant. However, there still remain several potential significant impacts which could not be mitigated. A summary of the remaining significant impacts includes:

*Aesthetics, Light and Glare.* The transition from agriculture to urban and suburban uses could degrade the scenic vista and the existing visual character of the area. New lighting will increase light and glare and cumulatively degrade nighttime views.

*Agriculture.* The development of the Master Plan area would result in the loss of Important Farmland to non-agricultural uses. This is a significant and unavoidable impact.

*Air Quality.* Even with mitigation measures, the new construction of land uses, ongoing operational activities, and additional traffic generated by the new development associated with



the Master Plan would generate criteria pollutant emissions that could substantially contribute to a potential violation of air quality standards or nonattainment conditions. This is a significant and unavoidable impact.

*Biological Resources.* Development in the Master Plan area could result in the loss of special-status plants and wildlife, protected trees and could result in cumulative impacts to heritage oak trees and other trees. This is a significant and unavoidable impact.

*Cultural Resources.* Development in the Master Plan area could cause a substantial change in the significance of a historical architectural resource.

*Transportation and Traffic.* Development in the Master Plan area, in combination with other cumulative development would cause cumulatively significant Level of Service (LOS) related traffic impacts at intersections maintained by Caltrans.

Note that the discussion of the significant impacts is based on the entire Master Plan. This is relevant to this subdivision as it contributes a proportional share of those impacts.

Because there are significant and unavoidable environmental impacts associated with this Master Plan and its associated entitlements, approval of the Master Plan was preceded by Findings of Fact and Statement of Overriding Considerations (provided as an attachment to the Planning Commission's Master Plan staff report for this meeting) that there are economic, legal, social, technological or other benefits associated with the project that outweigh the unavoidable adverse environmental impacts. All of the findings are supported by substantial evidence in the record.

**Recommended Action:**

**A.** Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Contingently Approving The Kells East Ranch Subdivisions (Tentative Subdivision Maps (TSM) 15-02 And 15-03) Located At The Southwest Corner Of State Route 99 And Bogue Road; Assessor's Parcel Numbers 23-010-005, 23-010-120, And 23-010-127

**Note:** If the Planning Commission approves these proposed subdivisions the decision is considered a "contingent" approval as it is dependent upon the City Council certifying the environmental impact report, approving the Bogue-Stewart Master Plan as well as the accompanying General Plan Amendment and Pre-annexation zoning. The approval of these subdivisions also would not be complete until LAFCo approves the Sphere of Influence Amendment and annexation of the properties into the City.

**B.** Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Recommending To The City Council Of The City Of Yuba City Approval Of An Uncodified Ordinance For A Development Agreement With Bains Properties, LP, For The Development Of The Kells East Ranch Subdivisions (TSM 15-02 And TSM 15-03); Assessor's Parcel Numbers 23-010-005, 23-010-120, And 23-010-127

**Attachments:**

1. Adopt a Resolution Of The Planning Commission Of The City Of Yuba City Contingently Approving The Kells East Ranch Subdivisions (Tentative Subdivision Maps (TSM) 15-02 And 15-03). Includes the following exhibits:

Exhibit A: TSM 15-02

Exhibit B: Conditions of approval for TSM 15-02

Exhibit C: TSM 15-03

Exhibit D: Conditions of approval for TSM 15-03

2. Resolution Recommending Approval Of A Development Agreement With Bains Properties, LP. Includes the following as an attachment:

Attachment "A." Development Agreement



PLANNING COMMISSION RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY  
CONTINGENTLY APPROVING THE KELLS EAST RANCH SUBDIVISIONS  
(TENTATIVE SUBDIVISION MAPS (TSM) 15-02 AND 15-03) LOCATED AT THE  
SOUTHWEST CORNER OF STATE ROUTE 99 AND BOGUE ROAD;  
ASSESSORS PARCEL NUMBERS 23-010-005, 23-010-120, AND 23-010-127**

**WHEREAS**, Bains Properties, LP (“Developer”), submitted two tentative subdivision maps to subdivide the approximately 93.5-acre area in a portion of what is proposed to be the Bogue-Stewart Master Plan (“BSMP” or “Master Plan”), generally located west of State Route 99 between Bogue Road on the north and Stewart Road on the south, and known as the Kells East Ranch area.

**WHEREAS**, Kells East Ranch tentative subdivision map (“TSM”) 15-02 is a large lot subdivision that divides most of the 93.50 acres into four large lots, ranging in size from 5.30 acres to 15.43 acres. Two of the large lots, totaling 29.05 acres, are proposed to be further subdivided into 147 single-family lots per TSM 15-03. The 5.30-acre large lot will be utilized for multiple-family development, and one large lot of 15.19 acres will be for commercial development. There are also three large lots totaling 36.17 acres, which include the Gilsizer Slough, will be utilized for open space/drainage ponds that will be dedicated to the public; and

**WHEREAS**, an adjoining property to the east, in an area known as the Newkom Ranch, is also being proposed to be developed to urban levels as part of the Master Plan; and

**WHEREAS**, these properties are currently outside of City’s Sphere of Influence (“SOI”), and under City policy are required to prepare a specific plan or master plan before the properties could be annexed into the City and developed to urban uses; and

**WHEREAS** a specific plan know as the “Bogue-Stewart Master Plan” was prepared for this purpose, and encompasses both the Newkom Ranch and East Kells Ranch properties, as well as other properties, consisting of a total of 741 acres; and

**WHEREAS**, because the proposed Master Plan area is outside of the City’s SOI, a General Plan Amendment (GPA 14-05), Master Plan (SPA 16-05), and a Rezoning (RZ 14-04), were processed concurrently with the TSM 14-06 and TSM 14-07, as well as other entitlements; and

**WHEREAS**, an Environmental Impact Report (SCH #2017012009) (“EIR”) prepared for the Master Plan also assessed development of Kells East Ranch, including TSM 15-02 and TSM 15-03; and

**WHEREAS**, the City of Yuba City on November 3, 2019, published a legal notice in compliance with State law concerning Planning Commission consideration of TSM 15-02 and TSM 15-03 in the Appeal-Democrat, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of a recommendation for the approval of the TSMs. In addition, on or prior to November 1, 2019, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, as well as to all property owners within the Master Plan area, indicating the date and time of the public hearing regarding the proposed Project (including the TSMs) in accordance with State law; and

**WHEREAS**, on November 13, 2019, the Planning Commission conducted a duly noticed public hearing at the City Council Chambers located at 1201 Civic Center Boulevard on the EIR, BSMP, GPA and Preannexation Zoning, and at that meeting recommended to the City Council certification of the EIR, and approval of the BSMP, GPA and Preannexation Zoning; and

**WHEREAS**, immediately following that hearing, the Planning Commission considered and recommended the City Council approve a Development Agreement with Newkom Ranch, LLC, for a portion of the Master Plan area located to the west of the Kells East Ranch. The Planning Commission also contingently approved the Newkom Ranch Tentative Subdivision Maps (TSM) 14-06 and 14-07, subject to the conditions of approval and mitigation measures and contingent on the City Council's Certification of the Environmental Impact Report and Statement of Overriding Considerations prepared for the Bogue-Stewart Master Plan and these subdivisions, and approval of the accompanying General Plan Amendment, the Bogue-Stewart Master Plan, and the Pre-annexation Zoning; and

**WHEREAS**, immediately following the conclusion of the hearing on the Newkom Ranch Development Agreement and TSMs 14-06 and 14-07, the Planning Commission conducted a duly noticed public hearing on the Kells East Ranch TSMs 15-02 and TSM 15-03, and the proposed Development Agreement for the subdivisions, at which time it received input from City Staff, the City Attorney's office, and the developers. Public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission of the City of Yuba City, after which public testimony was closed; and

**WHEREAS**, to accommodate the Developer's request to consider the TSMs in conjunction with the approval of the Master Plan, etc., Planning Commission now desires to contingently approve TSM 15-02 and TSM 15-03 such that no decision of approval of TSM 15-02 and TSM 15-03 becomes final and effective until immediately after the City Council certifies the EIR (SCH #2017012009) and adopts General Plan Amendment (GPA 14-05), Master Plan (SPA 16-05), Rezoning (RZ 14-04); and if no such approval occurs within 180 days of the adoption of this Resolution, then the Planning Commission intends that TSM 15-02 and TSM 15-03 be set for further consideration and a final decision by the Planning Commission; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** the Planning Commission of the City of Yuba City resolves as follows:

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, the City, as the Lead Agency, has analyzed the proposed Project and has prepared an environmental impact report ("EIR") to evaluate the environmental effects of the Project, including development of the Kells East Ranch area. The Planning Commission has fully considered the EIR, and has concurrently recommended it for certification by the City Council. The Planning Commission finds that TSM 15-02 and TSM 15-03 are consistent with, and have been fully assessed by, the EIR, and that TSM 15-02 and TSM 15-03 are entitlements specifically anticipated for the proposed Project in the EIR, and are consistent with the purpose and intent of the EIR.



3. Subdivision Findings: The Planning Commission determines that none of the findings required by Yuba City Municipal Code Section 8-2.609, and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project, or that findings regarding flood protection cannot be made. To the contrary, the Planning Commission finds as follows:

- a. The proposed tentative subdivision maps are consistent with the applicable general plan and specific plan.

*Support.* There is no evidence the subdivision maps are inconsistent with the General Plan and BSMP. To the contrary, Section 3.10 of the EIR, including Table 3.10-1 (entitled "City of Yuba City General Plan Consistency – Land Use and Planning), incorporated by reference, contains an analysis of the consistency of the Master Plan to the General Plan – which includes the Newkom Ranch. Additionally, the Bogue Stewart Master Plan implements the goals and policies of the City's General Plan. It establishes the land use designations, planning principles and project objectives and design guidelines for the BSMP area consistent with the General Plan as amended. For example, the subdivisions create lots for single-family residential, multiple-family residential, commercial, office and public uses. The boundaries of these parcels match the boundaries of the Bogue-Stewart Master Plan as well as the General Plan, which are the only plans applicable to this Project. The single-family residential lots proposed will have a density of approximately 4.6 residences per gross acre. These residences are within the LDR (Low Density Residential) General Plan designation which allows a density range of 2 to 6 residences per gross acre. For the multiple-family development the actual number of multiple-family residences is not known, the suggested amount by the applicant is 123 residences on approximately 5.3 acres, providing a residential density range of approximately 21.7 residences per acre. This is well within the HDR (High Density Residential) density range of 12 to 36 residences per acre and is also consistent with both the General Plan and BSMP.

The Planning Commission has reviewed the analysis and all evidence presented in this matter, and determines that proposed TSM 15-02 and TSM 15-03 are consistent with Specific Plan Amendment 16-05 (adopting the Master Plan), has also found the Specific Plan Amendment is consistent with the General Plan as amended by General Plan Amendment 14-05, and as such, the TSM 15-02 and TSM 15-03 are also therefore consistent with the General Plan.

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

*Support.* As discussed above, the TSMs are consistent with the General Plan as amended by GPA 14-05 and the BSMP as created by SPA 16-05. Additionally, the proposed parcel sizes, as shown on the tentative subdivision maps, meet the City's zoning minimum parcel size and are therefore of adequate size to accommodate the uses that will be permitted on them. The property will be improved with new or expanded street system for which the traffic study prepared for the project indicates will operate within acceptable levels of service (D or better) and the project will also be provided with full City services that meet all City standards. Further, any new use that locates onto one of the new lots is required to meet all City Zoning, Building, and Public Works development standards, and to comply with the Development Standards and Guidelines of the BSMP.



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

*Support.* There is no substantial evidence in the record that the site is not suited for the density of development being proposed. Each new lot will meet or exceed the minimum lot sizes required by the relevant zone district. The proposed subdivisions were thoroughly analyzed and compared to the Master Plan and the EIR that was prepared for the subdivisions, which determined that the proposed density of development was appropriate for this site and is physically suited for the proposed development density.

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

*Support.* There is no evidence that the site is not physically suited for the type of development proposed by the tentative subdivision maps. Kells East Ranch Subdivisions were thoroughly analyzed and compared to the Master Plan and General Plan. Additionally, all relevant CEQA environmental concerns were addressed in the EIR that was prepared for the Master Plan and the subdivisions, including flooding, drainage, and other items dealing with the physical characteristics of the site. The proposed subdivisions comply with the allowable land use and residential planned land use density and acreage allocations, and with the goals, objectives, and policies contained in the BSMP and the General Plan. The proposed development meets all adopted standards and requirements, and is physically suited for the type of development being proposed.

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

*Support.* There is no evidence that the design or improvements will, in themselves, cause substantial environmental damage, etc. The EIR prepared for the project compared it with all of the relevant CEQA environmental concerns, including fish and wildlife habitat. Although even with the proposed mitigation measures there remain unavoidable significant environmental impacts, these are not related to design issues, but are instead related to cumulative impacts of the BSMP overall to the loss of certain habitat. Regardless, there are economic, legal, social, technological or other benefits associated that outweigh the unavoidable adverse environmental impacts that are addressed in the Overriding Considerations prepared as a result of the EIR that was prepared for this project. Further, the project has been conditioned with mitigation to reduce the significance of potential cumulative impacts fish or wildlife or their habitat. As such, the design of the subdivision maps or likely improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

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

*Support.* There is no substantial evidence in the record that the design of the subdivision maps will cause serious public health problems. Every new lot will be connected to City water, sewer and storm drainage systems which will minimize public health concerns. Mitigation has been imposed on the project to address potential environmental impacts, including those related to hazardous wastes, etc. As such, design of the subdivision maps or the type of improvements is not likely to cause serious public health problems.



- g. That the design of the subdivision maps or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

*Support.* The subdivisions will be served by public streets that are dedicated to the City for public use and the parks and open spaces will be on land owned by the City. There is no use of private streets or other types of easements with which the project would cause a conflict. Dedications for public right of way, etc., are required for public utilities, roadways, and other improvements. There is no evidence in the record that the subdivision maps or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

- h. There is adequate flood protection for the project.

*Support.* The City requires that an Urban Level of Flood Protection (ULOP), or 200 year flood protection, be provided across portions of the City containing flood depths greater than three feet. Portions of the Master Plan area are located within such an area, or within the 100-year flood hazard zone. The Sutter Butte Flood Control Agency (SBFCA) is the "Local Flood Management Agency" for the Sutter-Butte Basin and as such, has the responsibility to prepare an annual report demonstrating adequate progress as defined in California Government Code Section 65007(a). SBFCA has prepared Adequate Progress Report Updates for ULOP and transmitted them to the Central Valley Flood Protection Board. Additionally, the City has imposed conditions on the Development Agreement governing the TSMs that will protect property within the Master Plan area to the urban level of flood protection in urban areas and urbanizing areas. Such conditions are also implemented as conditions of tentative maps or other entitlements. The applicable Development Agreement also requires payments of certain impact fees, including those related to levee improvements. Conditions of approval are imposed for the residential/"small lot" subdivisions requiring all development to be designed to local, state, and federal flood standards. Finally, the Development Agreement is also required to be consistent with the Master Plan, which has a comprehensive plan providing for drainage and flood protection improvements. (See BSMP, pp. 5-21 – 5-28.) Among others, proposals to develop within either the 100-year or 200 year flood hazard zone require a site-specific hydrological study. With the infrastructure required by the stormwater drainage infrastructure, drainage facilities would be large enough to contain a 100-year storm with one foot of freeboard. All building pad elevations are required to be one foot above the 100-foot flood elevation. As such, the site has adequate flood protection.

- 4. Approval with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves TSM 15-02 (Exhibit "A") and TSM 145-03 (Exhibit "C"), subject to the conditions set forth in Exhibit "B" (TSM 15-02 conditions of approval) and Exhibit "D" (TSM 15-03 conditions of approval) attached hereto, which approvals are contingent upon the following:

- a. The approval of TSM 15-02 and TSM 15-03 shall become final and effective immediately only after the City Council of the City of Yuba City i) certifies the Environmental Impact Report (SCH #2017012009), ii) adopts General Plan Amendment 14-05; iii) adopts Specific Plan Amendment 16-05; and iv) adopts Pre-annexation Zoning 14-04 (collectively "Council Approvals"). If all of the Council Approvals are not made within 180 days of the adoption of this Resolution, then both TSM 15-02 and TSM 15-03 shall be returned to the Planning Commission for further consideration and a final decision. If Council Approvals

are made within 180 days of the adoption of this Resolution, but any change is made by the Council to any of the Council Approvals in a manner that could reasonably affect the findings of the Planning Commission herein, or require a modification or addition of a condition of approval to be consistent with a Council Approval, then both TSM 15-02 and TSM 15-03 shall be returned to the Planning Commission for further consideration and a final decision.

5. Certification. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.
6. Final Action and Appeals. This action shall become final and effective 15 days after, and only upon, the Council Approvals including of the EIR and adoption of the BSMP, unless within such 15 days an appeal is filed with the City Clerk in accordance with the provisions of the Yuba City Zoning Ordinance.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on November 13, 2019, by Commissioner \_\_\_\_\_ who moved its adoption, which motion was seconded by Commissioner \_\_\_\_\_ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

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Brian Millar, Secretary

- Exhibit A: TSM 15-02
- Exhibit B: Conditions of approval for TSM 15-02
- Exhibit C: TSM 15-03
- Exhibit D: Conditions of approval for TSM 15-03

EXHIBIT A

TENTATIVE SUBDIVISION MAP 15-02

EXHIBIT B

TENTATIVE SUBDIVISION MAP 15-02  
CONDITIONS OF APPROVAL



EXHIBIT D

TENTATIVE SUBDIVISION MAP 15-03  
CONDITIONS OF APPROVAL



**Tentative Subdivision Map 15-02  
Kells East Ranch Large Lot Subdivision  
Conditions of Approval**

**Conditions of Approval**

**General**

1. The purpose of the large lot is to create parcels for planning and financial purposes only. These lots will not have development rights unless they are further subdivided in accordance with Tentative Subdivision Map (TSM) 15-03 Small Lot Subdivision Map or through a certificate of compliance process.
2. Farming rights will not be impacted by recordation of the large lot final map.
3. Approval of TSM 15-02 and may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this tentative subdivision map, the Zoning Ordinance, the most recently City-adopted Uniform Building Code, and all Public Works Standards and Specifications. The City shall not assume responsibility for any deletions or omissions resulting from the permit review process or for additions or alterations to construction plan not specifically submitted and reviewed and approved pursuant to this subdivision or subsequent amendments or revisions.
4. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of or connected with this Agreement, except to the extent such liabilities are caused by actions of the City.
5. The Planning Commission's conditional approval of TSM 15-02 is contingent upon the City Council approval of General Plan Amendment 14-05, Specific Plan Amendment 16-05, and Rezoning 14-04. The effective approval date of this subdivision for purposes of this subdivision map's expiration date, as described in Condition #6 below, shall be the effective date of the rezoning.
6. Approval of TSM 15-02 shall be null and void without annexation of the affected lands into the City's jurisdictional boundary within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.

**Expiration and Development Impact Fees**

7. Approval of TSM 15-02 shall be null and void without further action for phases of the subdivision that have not been recorded within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.

8. All Development Impact Fees and other City adopted fees shall be paid pursuant to the Yuba City Municipal Code.

### **Planning Division**

9. The lot design on the subdivision maps shall be designed in conformance with the TSM 15-02, as approved by the Planning Commission.
10. TSM 15-02 shall comply with the Conditions of Approval.

### **Public Works Department**

#### **General**

10. Development of any "Large Lot" parcels created shall require a Certificate of Compliance, as provided under Section 66424.6 and Section 66499.34 of the Subdivision Map Act, to be obtained prior to the issuance of any required building permit or other grant of approval. A certificate of compliance shall not be required if a small lot final map in accordance with SM 15-03 is recorded that covers the land in the Large Lot.

#### **Prior to approval of Improvement Plans**

11. The Developer shall submit to the City a proposed phased infrastructure improvement matrix that coordinates with the BSMP, the project DA, and the proposed parcels to be developed. The plan should identify needed infrastructure, (including water, sewer, and storm), fencing, and landscaping, and the plan should also consider traffic impacts and site access by phases. The subdivision, and associated improvements, shall conform to all stormwater MS4 requirements. All mitigation measures associated with the project are to be met. The City reserves the right for final determination of configuration of proposed infrastructure.

**Tentative Subdivision Map 15-03  
Kells East Ranch (Small Lot) Subdivision  
Conditions of Approval**

**Conditions of Approval**

**General**

1. Approval of Tentative Subdivision Map (TSM) 15-03 may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this tentative subdivision map, the Zoning Ordinance, the most recently City-adopted Uniform Building Code, and all Public Works Standards and Specifications. The City shall not assume responsibility for any deletions or omissions resulting from the permit review process or for additions or alterations to construction plan not specifically submitted and reviewed and approved pursuant to this subdivision or subsequent amendments or revisions.
2. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of or connected with this Agreement, except to the extent such liabilities are caused by actions of the City.
3. The Planning Commission's conditional approval of TSM 15-03 is contingent upon the City Council approval of General Plan Amendment 14-05, Specific Plan Amendment 16-05 and Rezoning 14-04. The effective approval date of this subdivision for purposes of this subdivision map's expiration date, as described in Condition #4 below, shall be the effective date of the rezoning.
4. Approval of TSM 15-03 shall be null and void without annexation of the affected lands into the City's jurisdictional boundary within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.
5. All mitigation measures contained in the BSMP Final Environmental Impact Report are applicable to any and all development within the BSMP.

**Expiration and Development Impact Fees**

6. Approval of TSM 15-03 shall be null and void without further action for phases of the subdivision that have not been recorded within the term provided in the Development Agreement that was approved as part of the subdivision, or as the Development Agreement is amended thereafter.
7. All Development Impact Fees and other City adopted fees shall be paid pursuant to the Yuba City Municipal Code.



## **Planning Division**

8. The lot design on the subdivision maps shall be designed in conformance with the TSM 15-03, as appropriate, and as approved by the Planning Commission.
9. TSM 15-03 shall comply with the Conditions of Approval and Mitigation Measures.
10. In conjunction with Mitigation Measure 3.11-2, prior to final map recordation for any small residential lots that abut State Route 99, a noise study shall be completed that either indicates that the exterior noise levels for new residences will be in compliance with General Plan Policies 9.1-I-1, 9.1-I-2, and 9-1-I-6 and Table 9-4 that meet "Normally Acceptable" levels or, if not within a Normally Acceptable level, that construction criteria is provided that will reduce indoor noise levels comparable to residences that are located in areas where the noise level is within the Normally Acceptable range.

## **Public Works Department**

### **General**

11. Improvement plans shall be developed in accordance with the Bogue Stewart Master Plan (BSMP), the Development Agreement (DA), and Condition of Approval requirements for the project, or as approved by the Public Works Director.
12. Development of any "Remainder" parcels created shall require a Certificate of Compliance, as provided under Section 66424.6 and Section 66499.34 of the Subdivision Map Act, to be obtained prior to the issuance of any required building permit or other grant of approval.
13. The development shall pay all City adopted fees.
14. 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.
15. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
16. The Developer, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to insure compliance.
17. Storage of construction material is not allowed in the travel way.
18. The only hard surface (concrete or pavers) that can be placed in the street planter area other than one standard driveway serving the residence are two (2) 18" wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.



19. Developer is to construct bus stop improvements at locations in conformance with the BSMP Transit Map (Figure 4-6 of the Master Plan) that are located within the proposed final subdivision map area. Work is to include a concrete bus shelter pad and concrete bus turnout. Exact size, location and design of transit improvements shall be approved by both Transit and City.
20. Concrete pedestrian access pads from sidewalk to curb shall be installed on each leg of all major intersections to facilitate future placement of simple curbside bus stops. Exact size, location and design of transit improvements shall be approved by both Transit and City.
21. The applicant shall be required to pay their fair share cost of a determined Yuba-Sutter Transit impact fee associated with increased needs for vehicle capacity (fixed route, demand response, and intercity commuter buses), and related passenger amenities, such as park and ride facilities.

**Prior to approval of Improvement Plans**

22. The developer shall submit to the City a proposed phased infrastructure improvement plan that coordinates with the BSMP, the project DA, and the proposed parcels to be developed. The plan should identify needed infrastructure, (including water, sewer, and storm), fencing, and landscaping, and the plan should also consider traffic impacts and site access by phases. The subdivision, and associated improvements, shall conform to all stormwater MS4 requirements. All mitigation measures associated with the project are to be met. The City reserves the right for final determination of configuration of proposed infrastructure.
23. The development shall incorporate bus stops and shelters in accordance with the BSMP into the street improvement design for the subdivision or as required and approved by the Yuba-Sutter Transit Authority and the Public Works Department.
24. Any single-family residential lots adjacent to State Route 99 are to provide a sound wall that meets the necessary decibel requirements and as approved by the Development Services Director. The proposed wall shall be the same in theme, style, and construction as the wall on the east side of State Route 99, just south of Lincoln Road.
25. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, install the perimeter wall per City Standards and/or to the satisfaction of the Public Works Director.
26. Plans are to provide for enhanced/protected pedestrian crossing locations along Gilsizer Ranch Road as determined by the Public Works Director.
27. A decorative fence (e.g, wrought iron) shall be installed at the perimeter of the ponds and open space, and at the commercial development. The Developer shall confirm the fence design and phasing with the Development Services Department.

28. The Developer shall coordinate the removal of the existing Caltrans fence, as necessary, with Caltrans.
29. The improvement plans shall provide for "walk through" paths at the end of the cul-de-sacs on Gage Court and Beach Court.
30. Park improvements and timing of construction shall be constructed in accordance with the DA and the BSMP.
31. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto adjacent lands or impede the drainage from those properties. The lots that are created by this subdivision shall have the same finish grade elevation as the adjacent lots within tolerances as approved by the Public Works Department. If retaining walls are required, they shall be constructed of concrete or masonry block. The retaining wall is required where grade differences between the proposed development and the surrounding land is greater than six (6) inches.
32. A master grading plan for all phases of the subdivision shall be submitted to the Public Works Department as part of the improvement plans with the first subdivision phase.
33. Improvement plans and necessary calculations for all improvements and associated drainage facilities required by these conditions shall be submitted to and approved by the Public Works Department. Such approvals shall include the alignment and grades of roads and drainage facilities.
34. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of improvement plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.
35. The contractor shall obtain an Encroachment Permit from the City, and/or County, prior to performing any work within public rights of way.
36. Where an excavation for a trench and/or structure is 5 feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department.
37. Streets within the development shall be constructed as determined in the BSMP, or as otherwise approved by the Public Works Director.
38. The structural section of all road improvements shall be designed using a geotechnical investigation which provides the basement soils R-value and expansion pressure test results. The structural section shall be designed to the following standards:
  - a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
  - b. Use a traffic index of 6 for residential streets



- c. Use a traffic index of 7 for collector streets
- d. Use a traffic index of 10 for arterial streets

A copy of the geotechnical investigation, including R-value, test locations and structural section calculations, shall also be submitted with the first improvement plan check.

- 39. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. Twenty-five miles per hour speed limit signs shall be installed within the subdivision at locations determined by the Public Works Department. The Developer shall submit to the Public Works Department a design recommendation for all other speed limits. These proposed speed limit signs shall be shown on the Improvement Plans.
- 40. The Developer shall be responsible for preparation of a street tree and irrigation plan that is deemed acceptable by the Community Services Director prior to entering into a Subdivision Agreement with the City. Only one tree species shall be planted on any street. For tree planting: maintain minimum 25.0-foot clearance to street/stop signs, street lights, and fire hydrants. Maintain adequate clearance to any irrigation line.
- 41. The street landscape planters, the street trees, and street lighting are public improvements which shall meet the Parks Division Planting Standards and Yuba City Standard Details and be included in the improvement plans and specifications for the subdivision when the improvement plans are submitted for the first improvement plan check.
- 42. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the Public Utility Easement (P.U.E.). Developer shall provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Yuba City Public Works Department, with due consideration for street light location, traffic safety, security and consumer convenience.
- 43. Required Improvement Plan Notes:
  - a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
  - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
  - c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
  - d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The

Contractor shall be required to follow traffic safety measures in accordance with the Caltrans "Manual of Traffic Safety Controls for Construction and Maintenance Work Zones." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."

- e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."

- 44. All development shall be designed to local, state, and federal flood standards.
- 45. The development shall incorporate bicycle, pedestrian, and trail improvements in accordance with the BSMP or as required and approved by the Public Works Department.

**Prior to acceptance of Public Improvements**

- 46. All existing well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. Connections shall be made to public sewer and water. The Developer shall pay all applicable fees.
- 47. Prior to paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
- 48. Prior to paving, the Developer shall hydroflush, and televise, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.
- 9. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (AutoCad version 2010 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.
- 50. The developer shall pay all applicable fees in accordance with the Development Agreement.

**Prior to Final Map Recordation**

- 51. The development shall pay for operations and/or maintenance for police, fire, regional parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello Roos CFD. The City shall be reimbursed actual costs associated with the formation of the district.
- 52. Owner shall provide, to the City, an irrevocable offer of dedication of all streets and public facilities or as determined by the Public Works Director for each phase of development.



53. The Developer is to obtain and dedicate access rights, as necessary, to facilitate construction of storm drain facilities, as outlined in the BSMP, including the connection to the Gilsizer drainage system and/or the City's drainage system. Scope is to conform with current Gilsizer and/or City requirements or as determined by the Public Works Director.
54. The property shall petition for formation of a Zone of Benefit of the Yuba City Landscaping and Lighting Maintenance District for the purpose of maintaining the neighborhood park, street trees, street lights, masonry walls, irrigation, landscape areas, street barricades/fences, and any other identified special benefit (e.g. weed control, storm water maintenance). The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
55. All easements of record which affect any of the proposed lots in the development are to be shown on the final map.
56. Written approvals shall be submitted to the Public Works Director from all pertinent public service providers that their requirements have been met and that financial arrangements have been made to insure their facilities will be installed and that they are satisfied with the public utility easements as shown on the Final Map.
57. All public street lighting shall be constructed and dedicated to the City of Yuba City.
58. A public utility easement shall be provided along all interior streets extending 10 feet behind the back of the sidewalk.
59. A BSMP fee shall be determined for the project and the Developer shall coordinate with the City to decide payment terms and accounting.
60. Adjacent to State Route 99, for the length of the subdivision, the Developer shall offer the City an Irrevocable Offer of Dedication of a maximum 10.0-foot wide strip of land parallel to, and contiguous to, the state highway right-of-way to facilitate the installation and maintenance of the sound wall and any landscaping. In addition, this dedicated area shall be landscaped to the satisfaction of the Development Services Director.
61. The developer shall annex the subdivision into the Gilsizer Drainage District, conform to Gilsizer drainage requirements, and pay all applicable fees.
62. The Developer shall demonstrate to the satisfaction of the Public Works Director, how notice will be provided informing individuals acquiring lots in this subdivision of the proximity of:
  - a. Ongoing agricultural operations such as: burning; pesticide spraying; machinery operation; and other impacts associated with said activities are in the vicinity of the subdivision and have the right to continue such operations.

**Prior to Certificate of Occupancy**

63. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips,



blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.

64. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, install the perimeter subdivision wall and/or fence in place to the satisfaction of the Public Works Department.
65. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, construct a solid 6-foot high chain link fence across the right-of-way, of roads that "end" at bare land, connecting with the adjoining six-foot high fences. This fencing shall be constructed in addition to the standard dead end barricade, or as determined by the Public Works Director. The fence and barricade shall be maintained by the City via the landscape and lighting district.
66. Prior to issuance of any certificate of occupancy, all existing overhead utilities (of 26,000 volts or less), and proposed utilities, both onsite and along all project frontages shall be placed underground. The undergrounding shall extend the entire frontage, or as approved by the Public Works Director to facilitate construction and/or meet current City undergrounding policy.  
  
This does not include surface mounted transformers, pedestal mounted terminal boxes, meter cabinets, or riser poles in approved locations. Appropriate easements shall be obtained by the Developer to facilitate these installations. The Development Services Director may grant exceptions to the certificate of occupancy requirement on a case by case basis if the improvements are fully bonded or paid for in advance.
67. The Developer's Superintendent/Representative shall submit three sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.
68. Prior to issuance of any certificate of occupancy, all utilities, public improvements, and site improvements, including rough grading, shall be completed unless an agreement is prepared acceptable to the Public Works Director and it does not impact the public health and safety.

Recording Requested by:

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

When Recorded Mail To:

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

DOCUMENT WILL BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

**DEVELOPMENT AGREEMENT**

by and between

**BAINS PROPOERTIES LP**  
A California Limited Partnership

and

**CITY OF YUBA CITY**  
A General Law City

(Kells East Ranch Development Agreement)

**DEVELOPMENT AGREEMENT**  
by and between

**BAINS PROPERTIES**  
A California Limited Partnership

and

**CITY OF YUBA CITY,**  
A General Law City

(Kells East Ranch Development Agreement)

THIS DEVELOPMENT AGREEMENT dated \_\_\_\_\_, 2019 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between Bains Properties LP, a California Limited Partnership (hereinafter referred to as "Kells East Ranch Landowner," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State of California.

**RECITALS**

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

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

**C. Landowner.** The Landowner is Bains Properties LP, a California limited partnership organized under the laws of the State of California.

**D. Property.** The subject of this Agreement is the development of that certain property commonly known as Kells East Ranch, consisting of approximately 93.5 acres located in the County of Sutter, as described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto and incorporated herein by reference (referred to as "the Property"). Landowner owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

**E. Bogue-Stewart Master Plan ("Master Plan" or "BSMP").** The Property is located within the area subject to the Bogue-Stewart Master Plan.



**F. Project.** The development of the Property is in accordance with the City's General Plan, as amended, the Master Plan, and the Development Approvals shall be referred to herein as the "Project."

**G. The Environmental Impact Report.** The City examined the environmental effects of this Agreement and the Development Approvals in the Environmental Impact Report (the "EIR") (SCH No. 2017012009) prepared pursuant to the California Environmental Quality Act (CEQA). The City Council reviewed and certified the EIR as adequate and complete as part of the approval of the Development Approvals.

**H. Purposes.** The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for subdividing and development of Kells East Ranch as set forth herein and in the Master Plan, and Development Approvals and for mitigating the environmental impacts of such development as identified in the EIR. The City has an expressed interest in ensuring the proper growth of the community by entering into Development Agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Kells East Ranch pursuant to the proposed Tentative Subdivision Maps Nos. 15-02 (large lot) and 15-03 (small lots) is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City's land use planning for and secure orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan and consistent with the BSMP. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

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

- General Plan Amendment 14-05.
- Specific Plan Amendment 16-05.
- Rezoning 14-04.
- Tentative Subdivision Maps 15-02 and 15-03 (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 14-14 (Certification of the EIR).

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

**J. Adequacy of CEQA Environmental Documentation.** The Yuba City City Council certified the EIR, which also included a project level review of the Kells East Ranch Tentative Subdivision Maps (TSM) 15-02 (large lot) and 15-03 (small lots). In February, 2015 Bains Properties LP submitted an application to the City to develop a



portion of the BSMP referred to as the Kells East Ranch Tentative Subdivision Maps. The original application included the Kells East Ranch properties. Incorporated in the original application was a request for a large lot and small lot Tentative Map, General Plan Amendment, and Pre-annexation Zoning for those properties. An EIR and Technical Master Plan were then prepared for the expanded BSMP area, including the Project properties, which includes a project-level analysis of the Property. Following consideration of the CEQA environmental documentation and after conducting a duly noticed public hearing, the City Council found that the provisions of this Agreement are consistent with and within the scope of the EIR and that adoption of this Agreement involves no new impacts not considered in the EIR. Specifically, the Development Agreement does not change the environmental assessment of the EIR. Further, the EIR was recently certified. The City Council found that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the EIR that the project will have significant effect not discussed in the EIR. As such, the City Council determined the Development Agreement has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines Section 15162, and no further action or review is required under CEQA.

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

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



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

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

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

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

## **AGREEMENT**

### **1. General Provisions.**

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

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

**1.2.1 Approvals.** Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

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

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

**1.2.4 Director.** The Director of the Development Services Department.

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

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

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

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

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

## **2. Effective Date: Term.**

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

**2.2 Term.** Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate twenty (20) years thereafter; provided, however, that the initial term shall be automatically extended for an additional five (5) year if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty-five (25) years. If the parties still have not completed their obligations pursuant to Section 4 by the end of the initial automatic extension period either the City or the Landowner shall have the right to request up to two (2) additional five (5) year extensions [for a total of thirty-five (35) years] in order to complete any obligations under this Agreement. In order to consider the request for an extension timely, the extension must be requested by either the City or Landowners in writing delivered to the other party prior to the expiration date of the then current Term. Following the expiration of the Term, this Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Agreement shall



not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

**2.3. Operative Date.** The Property has not been annexed into the City. Consistent with Government Code section 65865, this Agreement shall not become operative unless annexation proceeding(s) annexing the Property to the City are completed within the Term of this Agreement, or earlier if required by law. If the annexation of the Property is not completed within the Term of this Agreement, or earlier if required by law, then the Agreement shall be null and void. Nothing in this paragraph shall toll or otherwise extend the Term, which shall commence on the Effective Date notwithstanding the Property may not be annexed to the City as of the Effective Date.

### **3. General Development of the Project.**

#### **3.1 Project: Vested Entitlements.**

**3.1.1** The City has adopted certain approvals in connection with the Property, including the adoption of the Master Plan, the tentative maps and the EIR Certification. To the extent the provisions of this Agreement conflicts with the General Plan and Bogue-Stewart Master Plan, those plans shall take precedence.

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

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

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

**3.3 Other Government Permits.** The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or



CalTrans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto. The Landowner shall reimburse the City for all its expenses, including, but not limited to, legal fees and staff time incurred in entering into such agreements, in accordance with the terms and conditions of that certain Funding Agreement for Staff Costs and Consulting Contract entered into between the parties in 2016.

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

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

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

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

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

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

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

**3.4.7** Landowner shall pay the following fees:



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

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements
- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)

ii. A neighborhood park fee per Paragraph 4.2.5 of this Agreement.

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

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

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

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

**3.4.8** For purposes of this Agreement, "area wide" shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the Master Plan. The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations.

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



regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

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

**3.6.1** Limiting the uses permitted on the Property;

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

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

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

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

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

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

**3.9 Farming Rights.** The City shall acknowledge that the Landowner shall have the right to continue to farm the lands non-developed portion of the Property.

#### **4. Developer Obligations**

**4.1 Public Improvements:** Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project and as provided in this Agreement and the Development Approvals including the BSMP Public



Facilities Financing Plan. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to those reimbursements and credits as specified in this Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such improvements and in accordance with the requirements and regulations pursuant to California State law.

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

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

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

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

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

**4.2.5 Park and Open Space Improvements and Dedications.**

Developer shall irrevocably offer for dedication to the City all park land and open space within Kells East Ranch during each phase of development as provided for in the Master Plan, and per the approved phased infrastructure improvement matrix, required per the tentative map conditions of approval, prior to the recordation of the final map for each small lot within the Kells East Ranch development.

Developer is to pay to the City a specific Bogue Stewart Master Plan Neighborhood Park fee in the amount of \$3,206 per single-family residential unit and \$2,298 per



Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City.

**4.6 Building and Site Design.** Developer shall comply with the design intent of the Design Guidelines contained in the Bogue-Stewart Master Plan or in the City-wide adopted Design Guidelines, whichever is more restrictive as may be reasonably determined by the Development Services Director.

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

### **5.1 Reimbursement to Developer for Oversizing**

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

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

By entering into this Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer's fee credit for a particular facility exceeds the amount of the fee owed, then Developer shall be reimbursed for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. Developer shall request the City enter into a Reimbursement Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement Agreement will require future development by third-party landowners benefiting from the Oversizing to reimburse Developer's pro-rata share for a period of up to twenty (20) years from the installation of the oversizing or other qualifying improvements benefiting third-party landowners, provided, that Developer shall have the right to extend the initial twenty (20) year period with five (5) year extension requests until such time that Developer has been reimbursed in full from the benefited third party Landowners. The extension request must be received by the City, in writing six months prior to the expiration of the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement Agreement on behalf of the City subject to approval as to legal form by the City Attorney.

**5.1.3 Reimbursement Calculations.** City will provide Developer with the available documentation showing the basis for the reimbursement amounts pursuant to



Section 4.1. The reimbursement obligations provided in this Agreement will be in amounts as reasonably determined by the City.

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

**5.2 Reimbursement to Developer for Cost of Preparing Master Plan and Environmental Impact Report.** City and Developer agree that preparation of the Bogue-Stewart Master Plan and its accompanying draft and final Environmental Impact Report will benefit third-party landowners that are also located within the boundary of the Master Plan. Developer shall be entitled to a fee credit for the cost of preparation of the Master Plan and EIR to the extent they benefit third-party landowners. Developer shall be reimbursed for the fair share amount owed by the benefited third-party based on the pro-rata share of the acreage to be developed. Reimbursement Agreements shall be established consistent with a City-adopted Capital Improvement Program. The pro-rata share of such up-front planning costs shall be calculated at the time of reimbursement, and shall be paid to Developer by City, and such payment will be funded by such benefited third-party landowners.

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

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

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



## **6. Annual Review.**

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

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

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

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

**6.4.1** The time and place of the hearing;

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

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



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

## **7. Permitted Delays.**

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

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

## **8. Termination.**

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



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

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

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

**8.2.3** The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property.

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

**8.4 Effect of Termination.**

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

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

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

**10. Waiver: Cumulative Remedies.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default, or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not



constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

**11. Project as a Private Undertaking.** It is specifically understood and agreed by and between the Parties that the Project is a private development. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status. No partnership, joint venture or other association of any kind is formed by this Agreement.

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

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

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

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

**14.2** Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Agreement that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by

the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

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

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

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

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

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

**15.2** **Mortgagee Not Obligated; Mortgagee as Transferee.** No Mortgagee shall have any obligation or duty under this Agreement whatsoever, except that nothing contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Kells East Ranch, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this



Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

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

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

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

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

**17. Amendment.**

**17.1 Amendment or Cancellation.** Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868. Minor amendments to this Agreement may be made without a public hearing upon approval of the Development Services Director. "Minor Amendments" shall mean amendments which are similar in significance to the type of



minor amendments to land use entitlements that may be made without a full public hearing or approval of the Planning Commission or City Council pursuant to the Yuba City Municipal Code.

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

**18. Notices.**

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

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

City: Development Services Director  
City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993

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

Landowners: Bains Properties LP  
Attn: Jaswant Bains  
1880 Lorraine Way  
Yuba City, CA 95993

With a copy to: MHM Incorporated  
Attn: Sean Minard  
P.O. Box B  
Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

## **19. Indemnification.**

**19.1 Third Party Actions.** To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Kells East Subdivision Map Applications and Approvals, or the Development Approvals; or (b) claims or alleges a violation of CEQA or another law in connection with the certification of the EIR by the City Council or the grant, issuance or approval by the City of any or all of this Agreement, the Kells East Subdivision Map Applications and Approvals, and the Development Approvals. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section shall survive the termination of this Agreement.

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

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



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

This Section shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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



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

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

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

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

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

## **21. Miscellaneous.**

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

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

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

**21.4 Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.



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

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

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

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

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

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

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

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

identified as follows:

- Exhibit A-1: Property legal description
- Exhibit A-2: Kells East Ranch Subdivisions

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

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

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

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

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

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

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

**21.19 Days.** Unless otherwise specified in this Agreement, the term "days" means calendar days.

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

[SIGNATURES ARE ON THE FOLLOWING PAGE]

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

"City"

CITY OF YUBA CITY,  
A General Law City

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

Shon Harris, Mayor

Date: \_\_\_\_\_

"Landowner"

Bains Properties LP,  
a California limited partnership

By: Bains Properties LP  
a California limited partnership

By: \_\_\_\_\_  
Jaswant Bains, Member

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Shannon Chaffin, City Attorney

Attachments:



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

BOUTIN JONES INC.  
Attorneys at Law  
555 Capitol Mall, Suite 1500  
Sacramento, CA 95814  
Attention: Kent W. Silvester, Esq.

2015-0018585

Recorded | REC FEE 25.00  
Official Records |  
County of Sutter | CC1 - CONFORME 0.00  
Donna M. Johnston  
Clerk Recorder

08:35AM 28-Dec-2015 | CM  
Page 1 of 4

MAIL TAX STATEMENTS TO:

Bains Properties LP  
1880 Lorraine Way  
Yuba City, CA 95993

APN: 23-010-120

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# Grant Deed

The undersigned Grantor(s) declare(s): This is a transfer from a trust and limited liability company to a limited partnership, which results solely in a change in the method of holding title. proportional ownership interests remain the same. CA R & T Code 11925(d).

Documentary transfer tax is \$ None Due.

- 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 \_\_\_\_\_

FOR NO CONSIDERATION,

Jaswant Singh Bains and Satwant Kaur Bains, Trustees of the Jaswant Singh Bains and Satwant Kaur Bains 2005 Family Revocable Trust and Bains Property Management LLC, a California limited liability company

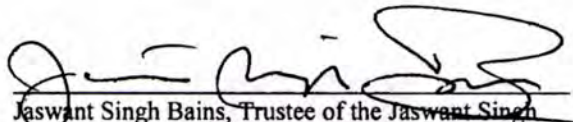
hereby GRANT to

Bains Properties LP, a California limited partnership, all of their right title and interest, in and to the following described real property located in the County of Sutter, State of California:


See **Exhibit A** attached hereto and incorporated herein by this reference.

(Commonly known as 1401 Stewart Road)

Dated: 12/18/15

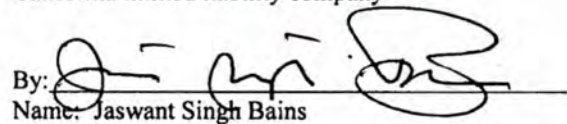
  
Jaswant Singh Bains, Trustee of the Jaswant Singh Bains and Satwant Kaur Bains 2005 Family Revocable Trust

Dated: 12/18/15

  
Satwant Kaur Bains, Trustee of the Jaswant Singh Bains and Satwant Kaur Bains 2005 Family Revocable Trust

BAINS PROPERTY MANAGEMENT LLC, a California limited liability company

Dated: 12/18/15

By:   
Name: Jaswant Singh Bains  
Its: Manager



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

State of California  
County of Sacramento

On December 18, 2015, before me, Charlotte E. Siligo, Notary Public personally appeared JASWANT SINGH BAINS and SATWANT KAUR BAINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Charlotte E. Siligo*



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

State of California  
County of Sacramento

On December 18, 2015, before me, Charlotte E. Siligo, Notary Public personally appeared JASWANT SINGH BAINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Charlotte E. Siligo*





EXHIBIT ALEGAL DESCRIPTION

The land referred to is situated in the unincorporated area, County of Sutter, State of California, and is described as follows:

**All that portion of the Southeast quarter of Section 4, Township 14 North, Range 3 East, Mount Diablo Base and Meridian, more particularly described as follows**

**Beginning at the Northeast corner of the Southeast quarter of said Section 4, thence Westerly along the North line of the Southeast quarter of said Section 4, South 89 Degrees 10 minutes 56 Seconds West, 1,105 04 feet to the centerline of Gilsizer Slough, thence Southeasterly along said Gilsizer Slough, South 04 Degrees 27 minutes 33 Seconds East, 289 90 feet, thence South 03 Degrees 17 minutes 30 Seconds East, 200 46 feet, thence, South 08 Degrees 39 minutes 45 Seconds East, 333 17 feet, thence South 07 Degrees 52 minutes 52 seconds East, 503 45 feet along the East line of that certain Parcel of land Deeded to Michiko Uyemoto and Kanichi Uyemoto, husband and wife, as Recorded in Book 379 of Official Records, Page 473, Sutter County Records, to a point on the Northerly line of "Plat of Mrs A Stewart, Subdivision No 2" as Recorded in Book 1 of Surveys, Page 17, Sutter County Records, thence Easterly along said Northerly line of said "Mrs A Stewart Subdivision No 2" North 89 Degrees 10 minutes 17 Seconds East, 921 63 feet to a point on the East line of said Section 4, thence Northerly along said East line of Section 4, North 01 Degrees 18 minutes 30 seconds East, 1,320 00 to the point of beginning**

**EXCEPTING THEREFROM that portion thereof conveyed to the State of California by Deed from Robert N Kells, also known as R N Kells, and Norma E Kells, his wife, dated May 24, 1954 and Recorded June 30, 1954 in Book 415 of Official Records, Page 8, more particularly described as follows**

**All that portion of those certain Parcels of land acquired by Robert N Kells and Norma E Kells, his wife, by Deed dated February 3, 1943, Recorded February 11, 1943 in Book 195 of Official Records, Page 64, and by Deed Recorded November 24, 1909 in Book 39 of Deeds, Page 358, Records of Sutter County, described as follows**

**Beginning at the Southeast corner of said Parcels of land, thence from said point of beginning South 89 degrees 18 minutes 30 seconds West 203 43 feet to a point distant 115 feet Westerly measured at right angles from Engineer's Station "B1" 532+80 10 of the base line of the Department of Public Works' 1950 survey between Oswald Road and Route 15, Road III-SUT-87-8, said point being in the Northerly line of that certain County Road known as Stewart Road, thence leaving said Northerly line North 46 degrees 18 minutes East, 42 43 feet, thence North 7 degrees 00 minutes 38 seconds East 140 70 feet to a point distant 71 feet Westerly measured at right angles from Engineer's Station "B1" 534+50 10 of the base line of said survey, thence parallel with the base line of said survey North 1 degree 18 minutes East 1,634 76 feet to a point in the Northerly line of said Parcels of land, thence along said Northerly line South 89 degrees 20 minutes 03 seconds East 156 43 feet to the Easterly line of said Parcels of land, thence along the Easterly line of said Parcels of land South 0 degrees 55 minutes 57 seconds West 479 42 feet to the one-quarter corner common to Sections 3 and 4, Township 14 North,**



Range 3 East, Mount Diablo Base and Meridian, thence continuing along said Easterly line South  
1 degree 18 minutes 30 seconds West 1,320 00 feet to the point of beginning

ALSO EXCEPTING THEREFROM all those portions described in Deeds to the State of California,  
Recorded November 26, 2001 as Instrument Numbers 2001-21592 and 2001-21593

APN 23-010-120

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

State of California  
County of Sacramento

On December 18, 2015, before me, Charlotte E. Siligo, Notary Public personally appeared JASWANT SINGH BAINS and SATWANT KAUR BAINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Charlotte E. Siligo*



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

State of California  
County of Sacramento

On December 18, 2015, before me, Charlotte E. Siligo, Notary Public personally appeared JASWANT SINGH BAINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Charlotte E. Siligo*

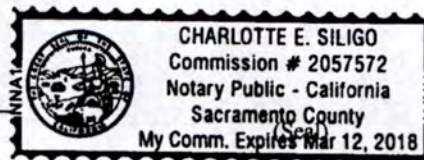




EXHIBIT ALEGAL DESCRIPTION

The land referred to is situated in the unincorporated area, County of Sutter, State of California, and is described as follows:

**Parcel A:** Commencing at a point which is North 89 degrees 37 minutes East 1,430.1 feet from an iron pin in the center of a County Road, said pin being set for the center of Section Four (4), Township Fourteen (14) North, Range Three (3) East M.D.B.&M., and running thence North 89 degrees 37 minutes East, 586.0 feet; thence North 1 degree 29 minutes East 498.7 feet; thence North 88 degrees 40 minutes West, 582.3 feet; thence South 1 degree 51 minutes West, 516.41 feet, to the point of beginning.

**Parcel B:** Commencing at a point which is North 89 degrees 37 minutes East 2,016.1 feet from an iron pin at the center of Section Four (4), Township Fourteen (14) North, Range Three (3) East, M.D.B.&M., and running thence North 89 degrees 37 minutes East 643.5 feet to the East line of said section; thence along said line North 1 degree 36 minutes East 479.42 feet; thence leaving said line North 88 degrees 40 minutes West 644.1 feet to an iron pin; thence South 1 degree 29 minutes West 498.7 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas and mineral rights as reserved in a Deed from Bank of America National Trust and Savings Association to Robert N. Kells and Norma E. Kells, his wife, dated February 3, 1943, Recorded February 11, 1943, in Book 195 of Official Records, Page 64, Sutter County Records.

APN: 23-010-005



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

BOUTIN JONES INC.  
Attorneys at Law  
555 Capitol Mall, Suite 1500  
Sacramento, CA 95814  
Attention: Kent W. Silvester, Esq.

2015-0018591

Recorded | REC FEE 25.00  
Official Records | CC1 - CONFORME 0.00  
County of Sutter  
Donna M. Johnston  
Clerk Recorder

08:35AM 28-Dec-2015 | CM Page 1 of 4

MAIL TAX STATEMENTS TO:

Bains Properties LP  
1880 Lorraine Way  
Yuba City, CA 95993

APN: 23-010-127

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# Grant Deed

The undersigned Grantor(s) declare(s): This is a transfer from a trust and limited liability company to a limited partnership, which results solely in a change in the method of holding title, proportional ownership interests remain the same. CA R & T Code 11925(d).

Documentary transfer tax is \$ None Due.

- 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 \_\_\_\_\_

FOR NO CONSIDERATION,

Jaswant Singh Bains and Satwant Kaur Bains, Trustees of the Jaswant Singh Bains and Satwant Kaur Bains 2005 Family Revocable Trust and Bains Property Management LLC, a California limited liability company

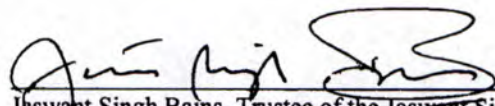
hereby GRANT to

Bains Properties LP, a California limited partnership, all of their right title and interest, in and to the following described real property located in the County of Sutter, State of California:

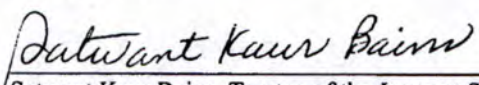
See Exhibit A attached hereto and incorporated herein by this reference.

(Commonly known as Bogue Road 57.76 Acres)

Dated: 12/18/15

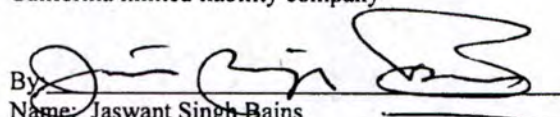
  
Jaswant Singh Bains, Trustee of the Jaswant Singh Bains and Satwant Kaur Bains 2005 Family Revocable Trust

Dated: 12/18/15

  
Satwant Kaur Bains, Trustee of the Jaswant Singh Bains and Satwant Kaur Bains 2005 Family Revocable Trust

BAINS PROPERTY MANAGEMENT LLC, a California limited liability company

Dated: 12/18/15

By:   
Name: Jaswant Singh Bains  
Its: Manager

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


State of California  
State of California  
County of Sacramento

On December 18, 2015, before me, Charlotte E. Siligo, Notary Public personally appeared JASWANT SINGH BAINS and SATWANT KAUR BAINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



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

State of California  
County of Sacramento

On December 18, 2015, before me, Charlotte E. Siligo, Notary Public personally appeared JASWANT SINGH BAINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

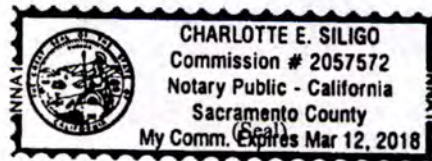
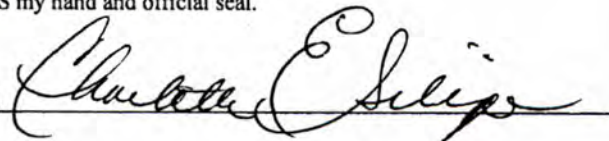




EXHIBIT ALEGAL DESCRIPTION

The land referred to is situated in the unincorporated area, County of Sutter, State of California, and is described as follows:

**All that portion of the Northeast quarter of Section 4, Township 14 North, Range 3 East, Mount Diablo Base and Meridian, more particularly described as follows:**

Beginning at a point on the East line of said Section 4 from which the Southeast corner of the Northeast quarter of Section 4 bears South 00 degrees 55 minutes 57 seconds West, 479.42 feet; thence from said point of beginning, North 89 degrees 05 minutes 41 seconds West, 1,166.70 feet to the centerline of Gilsizer Slough; thence following the centerline of Gilsizer Slough, North 04 degrees 51 minutes 26 seconds West, 534.20 feet; thence North 03 degrees 10 minutes 37 seconds West, 403.81 feet; thence continuing along the Easterly line of said Parcel, the following Seven (7) consecutive courses: (1) North 00 degrees 32 minutes 22 seconds West, 229.20 feet; (2) North 14 degrees 20 minutes 22 seconds West, 361.40 feet; (3) North 05 degrees 59 minutes 22 seconds West, 244.90 feet; (4) North 01 degrees 16 minutes 38 seconds East, 174.00 feet; (5) North 07 degrees 41 minutes 38 seconds East, 10.30 feet to a point on a curve to the right with a radius of 615.7 feet; thence along said curve (6) An arc distance of 257.01 feet (The long chord is North 19 degrees 38 minutes 08 seconds East, 255.2 feet); thence (7) North 07 degrees 25 minutes 38 seconds East, 36.3 feet to a point on the North line of said Section 4; thence Easterly along said section line North 89 degrees 38 minutes 38 seconds East 1,292.26 feet to the Northeast corner of said Section 4; thence Southerly along the East line of Section 4, South 00 degrees 55 minutes 57 seconds West, 2,245.65 feet to the point of beginning.

**EXCEPTING THEREFROM** all oil, gas and minerals rights as reserved in the Deeds from Bank of America National Trust and Savings Association, a National Banking Association, to Robert Norman Kells, Jr., dated April 29, 1943 and Recorded May 14, 1943 in Book 197 of Official Records, Page 92; dated February 3, 1943 and Recorded February 11, 1943 in Book 195 of Official Records, Page 64.

**ALSO EXCEPTING THEREFROM** that portion thereof acquired by the State of California by final decree of condemnation dated August 11, 1954; a certified copy of which decree was Recorded August 18, 1954 in Book 429 of Official Records, Page 36, more particularly described as follows:

All that portion of that certain Parcel of land in the Northeast quarter of Section 4, Township 14 North, Range 3 East, Mount Diablo Base and Meridian, acquired by Robert Norman Kells, Jr., by Deed dated April 29, 1943 and Recorded May 14, 1943 in Book 197 of Official Records, Page 92, more particularly described as follows:

Beginning at a point on the East line of Section 4, distant South 0 degrees 55 minutes 57 seconds West 2,245.65 feet from the Northeast corner thereof; said point being identical with the Southeast corner of said Parcel of land and the Northeast corner of that certain Parcel of land in said Northeast quarter acquired by Robert N. Kells, et ux, by Deed dated February 3, 1943 and Recorded February 11, 1943 in Book 195 of Official Records, Page 64; thence from



said point of beginning along the line common to said Parcels of land, North 89 degrees 20 minutes 03 seconds West 156.43 feet to a point distant 71 feet Westerly measured at right angles from Engineer's Station "B" 550+84.86 of the Base line of the Department of Public Works' Survey between Oswald Road and Route 15, Road III-SUT-87-B; thence parallel with the baseline of said survey, North 1 degree 18 minutes East 1,978.99 feet; thence North 1 degree 12 minutes 43 seconds East 49.64 feet; thence North 4 degrees 24 minutes 38 seconds West 153.57 feet; thence North 43 degrees 42 minutes West 43.07 feet to a point in the Southerly line of that certain County Road known as Bogue Road, said point being distant 115 feet Westerly measure radially from engineer's station "B1" 572+98.60 of the base line of said survey; thence leaving said Southerly line, North 0 degrees 17 minutes 11 seconds East 30.00 feet to a point on the Northerly line of said section 4; thence along said Northerly line, North 89 degrees 38 minutes 38 seconds East 188.45 feet to the Northeast corner of said Section 4; thence along the Easterly line of said Section 4, South 0 degrees 55 minutes 57 seconds West 2,245.65 feet (this distance being shown in said Deed dated April 29, 1943 as "2,160.58") to the point of beginning.

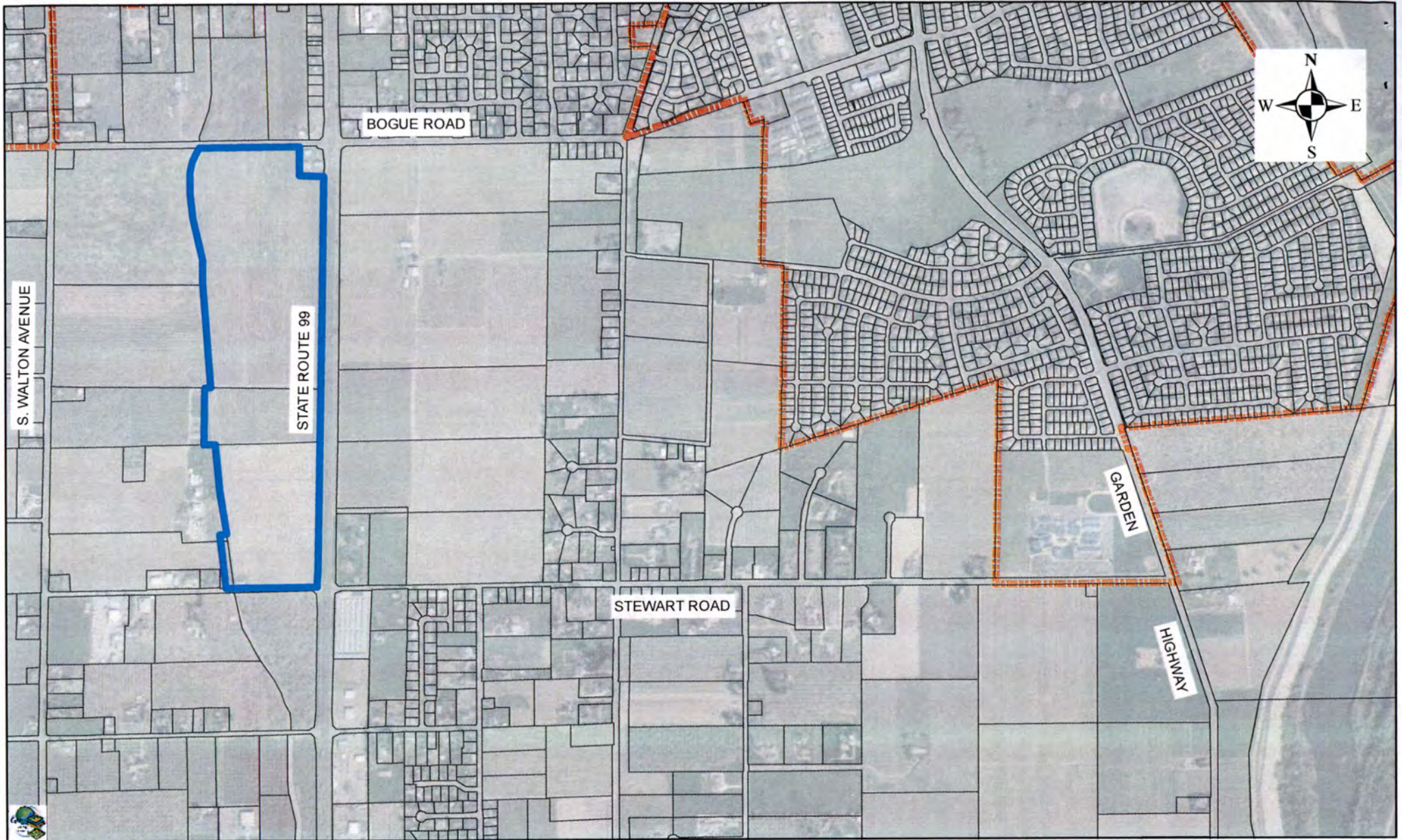
ALSO EXCEPTING THEREFROM all that real property described as follows:

Point of beginning being South 89 degrees 38 minutes 38 seconds West 188.45 feet from the Northeast corner of said Section 4; thence continue West along the North line of the Northeast quarter 192 feet to the Northwest corner of the within described Parcel; thence South 300 feet to the Southwest corner; thence at a right angle to the before described West line, East to the West line of the Parcel acquired by the State of California by condemnation August 11, 1954; thence in a Northerly direction along said West line of Parcel acquired by the State of California to the point of beginning.

APN: 23-010-127





# Vicinity Map



Bogue Stewart Master Plan

EXHIBIT A-2

-  Kells East Ranch Subdivision
-  City Limits

1 inch = 1,200 feet

# FINAL MASTER PLAN ERRATA

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The Bogue Stewart Master Plan (BSMP) and EIR noted that “The Final EIR becomes final upon certification by the City’s decision-making body, consequently, additional modifications to the Final BSMP and Final EIR may be provided up until the time of certification.” (Final EIR, Section 1.1.) This Errata incorporates minor revisions to the BSMP for the sake of document consistency. The City finds that the BSMP Errata merely clarify and amplify the analysis presented in the BSMP document and does not trigger the need to readdress the CEQA analysis, and therefore does not need to recirculate the BSMP EIR per CEQA Guidelines §15088.5(b). Deletions are shown with ~~striketrough~~ and additions are shown with an underline. Where existing text has been omitted and is not shown in ~~striketrough~~, this omitted text shall be considered retained in its current state (such omitted text may be shown as “...”).

## Global Edits

The BSMP, is referred to throughout the document as a “Master Plan.” However this reference is for the purpose of naming convenience only, and this errata clarifies that the BSMP is, and will be adopted as, a Specific Plan, and not as a Master Plan. In this regard, the following clarification is made to Section 1.1 of Chapter 1 of the BSMP as follows:

“The Bogue Stewart Master Plan (BSMP), a Specific Plan, guides the orderly and cohesive development of 741.5 acres along the southern edge of Yuba City in a manner consistent with the City’s General Plan and Zoning regulations.”

### 3.1.1 Land Use Plan

#### ***Table 3-1: Development Summary Table – By Land Use Designation and Project Area***

See edits to Table 3-1 provided on the next page.

#### ***Table 3-2: Development Summary Table – By Parcel***

See edits to Table 3-2 provided below.



**Table 3-1: Development Summary Table – By Land Use Designation and Project Area**

Land Use Designation	Total Plan Area						Newkom Project Area			Kells East Project Area			Final Phase			
	Land area (Acres)	Percent Land Allocation	Min/Max Density & Intensity	Assumed Density (du/ac) <sup>1</sup>	Total Proposed Units <sup>2</sup>	Assumed Intensity (FAR)	Total Sq.Ft	Total Units	Land Area (Acres)	Total Sq.Ft	Total Units	Land Area (Acres)	Total Sq.Ft	Total Units	Land Area (Acres)	Total Sq.Ft
<b>Residential Neighborhoods</b>																
Low density residential	368.9	50%	2 to 8 du/ac	4.25	1,328			427	95		147	28.9		754	245.7	
Low-Medium density residential	62.6	8%	6 to 14 du/ac	9	430				0			0		430	62.6	
Medium/High density residential	32.0	4%	13 to 36 du/ac	24	759			216	9.0		123	5.3		420	17.7	
<b>Commercial and Employment</b>																
Neighborhood Commercial	7.2	1%	0.5 max. FAR			0.35	82,328		0			0			7.2	82,328
Community Commercial	36.7	5%	0.5 max. FAR			0.25	390,951		21.5	229,779		15.2	161,172		0	
Office & Office Park	8.6	1%	1.0 max. FAR			<u>0.29</u>	108,464		8.6	108,464		0			0	
Business, Technology & Light Industrial	55.8	8%	0.75 max. FAR			0.25	574,992		0			0			55.8	574,992
<b>Public and Quasi-Public</b>																
Parks, Recreation & Open Space	84.2	11%							17.6			36.0			30.6	
Public Facilities <sup>3</sup>	27.5	4%	1.0 max. FAR			0.15	131,987		0			0			27.5	
Roads and Circulation	58	8%							18.6			9.8			29.6	
<b>TOTAL</b>	<b>741.5</b>	<b>100%</b>			<b>2,517</b>		<b>1,288,723</b>	<b>643</b>	<b>170.2</b>	<b>338,243</b>	<b>270</b>	<b>95.3</b>	<b>161,172</b>	<b>1,604</b>	<b>475.9</b>	<b>657,320</b>

Note:

1. Average Density and Assumed Intensity relates to the density/FAR assumed for development under each land use category, with the intent that the development does not go below allowed minimum density/FAR or exceed maximum density/FAR per land use.
2. 71 homes currently existing on the site will be included within the total BSMP development, but are not included under "Total Proposed Units" count. Therefore, at full build out the total residential unit count should be 2,588 units including proposed and existing homes.
3. A 20-acre site has been identified for K-8 school. In the event that the parcel is not acquired for the K-8 school, other potential appropriate land uses include single family and multifamily residential, but any changes would require a Master Plan Amendment subject to CEQA review.

**Table 3-2: Development Summary Table – By Parcel**

Total Plan Area										
Parcel	Land Use Designation	Zoning	Land area (Acres)	Minimum Density / FAR	Maximum Density / FAR	Assumed Density (du/ac)	Assumed Intensity (FAR)	Proposed Units	Proposed Sq. Ft	Notes
1	Public Facilities	PF	21.6		1.0 FAR		0.15 FAR		131,987	Future K-8 School within Yuba City USD. <sup>1</sup>
2	Park	P	2.9							Neighborhood Park
3	Low Density Residential	R-1	26.4	2 du/ac	8 du/ac	4.25 du/ac		113		
4	Business, Technology & Light Industrial	C-2	55.8		0.75 FAR		0.25 FAR		574,992	Three existing homes onsite.
5	Low-Medium Density Residential	R-2	6.4	6 du/ac	14 du/ac	9.22 du/ac		59		
6	Open Space	OS	7.0							Open Space
7	Open Space	OS	10.3							Open Space
8	Open Space	OS	10.6							Open Space
9	Open Space	OS	6.3							9a Open Space, 9b Open Space - One existing home onsite.
10	Community Commercial	C-2	15.2		0.5 FAR		0.25 FAR		161,172	
11	Neighborhood Commercial	C-1	1.4		<del>0.5 FAR</del>					Existing gas station onsite (0.6 FAR - 3,398 sq.ft)
12	Medium-High Density Residential	R-3	5.3	12 du/ac	36 du/ac	23 du/ac		122		
13	Low Density Residential	R-1	15.4	2 du/ac	8 du/ac	5.1 du/ac		79		
14	Open Space	PF	12.4							Open Space - Proposed detention pond.
15	Low Density Residential	R-1	13.6	2 du/ac	8 du/ac	5 du/ac		68		
16	Community Commercial	C-2	21.5		0.5 FAR		0.25 FAR		229,779	
17	Low Density Residential	R-1	17.8	2 du/ac	8 du/ac	4.38 du/ac		78		
18	Medium-High Density Residential	R-3	9.0	12 du/ac	36 du/ac	24 du/ac		216		
19	Park	P	2.8							Neighborhood Park
20	Park	P	5.7							Community Park
21	Park	P	5.5							Community Park
22	Open Space	OS	5.3		<del>1.0 FAR</del>					Open Space - Proposed detention pond.
23	Medium-High Density Residential	R-3	11.7	12 du/ac	36 du/ac	24.6 du/ac		288		
24	Office/Office-Park	C-O	8.6		1.0 FAR		0.29 FAR		108,464	
25	Low Density Residential	R-1	7.6	2 du/ac	8 du/ac	6 du/ac		43		
26a	Low-Medium Density Residential	R-2	4.6	2 du/ac	14 du/ac	6.3 du/ac		29		
26b	Park	P	0.5							Neighborhood Park
27	Low Density Residential	R-1	2.2	2 du/ac	8 du/ac					Eight existing homes onsite.
28	Low-Medium Density Residential	R-2	12.6	6 du/ac	14 du/ac	7.78 du/ac		98		Two existing homes onsite.
29a	Low Density Residential	R-1	19.4	2 du/ac	8 du/ac	5 du/ac		96		
29b	Park	P	0.5							Neighborhood Park



**Table 3-2: Development Summary Table – By Parcel**

Total Plan Area										
Parcel	Land Use Designation	Zoning	Land area (Acres)	Minimum Density / FAR	Maximum Density / FAR	Assumed Density (du/ac)	Assumed Intensity (FAR)	Proposed Units	Proposed Sq. Ft	Notes
30	Low Density Residential	R-1	15.1	2 du/ac	8 du/ac	3.31 du/ac		50		Seven existing homes onsite.
31	Low Density Residential	R-1	45.7	2 du/ac	8 du/ac	3.9 du/ac		180		
32	Low Density Residential	R-1	25.2	2 du/ac	8 du/ac	4.25 du/ac				24 existing homes onsite.
33	Neighborhood Commercial	C-1	5.8		0.5 FAR		0.33 FAR		82,328	
34	Medium-High Density Residential	R-3	6.0	12 du/ac	36 du/ac	22 du/ac		132		
35	Low-Medium Density Residential	R-2	6.9	6 du/ac	14 du/ac	8.3 du/ac		57		
36	Park	P	2.5							Neighborhood Park
37	Public Facilities	PF	3.8		1.0 FAR					Existing PG&E substation.
38	Public Facilities	PF	2.2		1.0 FAR					Proposed water tank.
39	Low Density Residential	R-1	4.8	2 du/ac	8 du/ac	4.17 du/ac		20		
40	Low-Medium Density Residential	R-2	26.0	6 du/ac	14 du/ac	6.31 du/ac		164		
41a	Low Density Residential	R-1	24.4	2 du/ac	8 du/ac	4.3 du/ac		105		One existing home onsite.
41b	Low Density Residential	R-1	1.4	2 du/ac	8 du/ac	4.29 du/ac				
41c	Park	P	0.8							Neighborhood Park
42	Low Density Residential	R-1	21.1	2 du/ac	8 du/ac	0.63 du/ac		13		14 existing homes onsite.
43	Low Density Residential	R-1	16.0	2 du/ac	8 du/ac	3.19 du/ac		51		Three existing homes onsite.
44	Low Density Residential	R-1	19.5	2 du/ac	8 du/ac	0.10 du/ac		2		Two planned homes, with five existing homes onsite.
45	Low Density Residential	R-1	19.7	2 du/ac	8 du/ac	3.5 du/ac		69		69 new homes, with two existing homes onsite.
46	Low Density Residential	R-1	26.9	2 du/ac	8 du/ac	4.05 du/ac		109		One existing home onsite
47	Low-Medium Density Residential	R-2	10.7	6 du/ac	14 du/ac	9 du/ac		96		
48	Park	P	2.1							Neighborhood Park
49	Low Density Residential	R-1	42.3	2 du/ac	8 du/ac	4.25 du/ac		180		
50	Open Space	P	9.1							Open Space
	Right-of-way		58.0							
<b>TOTAL</b>			<b>741.5</b>					<b>2,517</b>	<b>1,288,722</b>	

Note:

1. In the event that Parcel 1 is not acquired for the K-8 school, other potential appropriate land uses include single family and multifamily residential, but any changes would require a Master Plan Amendment subject to CEQA review.

**Table 3-3: Employment Generation**

Total Plan Area						
Land Use Designation	Square Feet (SF)	Percent Retail (%)	Percent Non-retail (%)	SF per Retail Employee	SF per Non-retail Employee	Employees
<b>Newkom Ranch Phase</b>						
Neighborhood Commercial	--	70	30	--	--	--
Community Commercial	229,779	75	25	500	400	488
Office & Office Park	108,464	5	95	400	300	357
Business, Technology & Light Industrial	--	0	100	--	--	--
<b>TOTAL</b>	<b>338,243</b>	--	--	--	--	<b>845</b>
<b>Kells East Ranch Phase</b>						
Neighborhood Commercial	--	70	30	--	--	--
Community Commercial	161,172	75	25	500	400	342
Office & Office Park	--	5	95	--	--	--
Business, Technology & Light Industrial	--	0	100	--	--	--
<b>TOTAL</b>	<b>161,172</b>	--	--	--	--	<b>342</b>
<b>Final Phase</b>						
Neighborhood Commercial	82,328	70	30	500	400	177
Community Commercial	--	75	25	--	--	--
Office & Office Park	--	5	95	--	--	--
Business, Technology & Light Industrial	574,992	0	100	0	750	767
<b>TOTAL</b>	<b>657,320</b>	--	--	--	--	<b>944</b>
<b>FULL BUILDOUT</b>						
Neighborhood Commercial	82,328	70	30	500	400	177
Community Commercial	390,951	75	25	500	400	831
Office & Office Park	108,464	5	95	400	300	357
Business, Technology & Light Industrial	574,992	0	100	0	750	767
<b>TOTAL</b>	<b>1,156,735</b>			<b>3,300</b>		<b>2,132</b>

**NOTE:**

a. *Employee calculations are consistent with those used for the Yuba City General Plan. Employee calculations do not include Public Facilities, a land use designation for which the Yuba City General Plan did not assign employment rates.*

*SOURCE: City of Yuba City. 2004. Yuba City General Plan. Adopted April 8, 2004, Resolution #04-049. Page 3-8. Table 3-5.*

## 3.1.2 Land Use Designations and Zoning Districts

### Edits/Revisions

#### ***Low Density Residential***

The Low Density Residential (LDR) land use designation allows for single-family homes within a density range of 2 to 8 units per gross acre. In the BSMP Area the highest average density of LDR uses is conservatively assumed to be approximately 6 ~~4.25~~ du/ac. In addition to detached single-family homes on conventional and small lots, this category also provides for second units, parks, recreation, day care, civic, institutional and similar uses determined appropriate in a residential environment. The LDR land use category is implemented by the **Single-family Residential Zoning District (R-1/SP-BSMP)**. Table A-1 in Appendix A provides development standards for the R-1/ SP-BSMP district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

#### ***Low – Medium Density Residential***

The Low – Medium Density Residential (LMDR) land use designation allows for a mix of housing types within a density range of 6 to 14 units per gross acre. In the BSMP Area the highest average density of LMDR uses is conservatively assumed to be approximately 9.22 du/ac. This category provides for a wide range of detached and attached single-family housing types including varied small lot, court-oriented, cluster, duet/halfplex, and townhome designs. Parks, recreation, day care, civic, institutional and similar uses determined appropriate in a residential environment are also permitted. The LMDR land use category is implemented by the **Low-Medium Density Residential Zoning District (R-2/SP-BSMP)**. Table A-2 in Appendix A provides development standards for the R-2/SP-BSMP district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

#### ***Medium – High Density Residential***

The Medium – High Density Residential (MHDR) land use designation allows for a density range of 12 to 36 units per gross acre. In the BSMP Area the highest average density of MHDR uses is conservatively assumed to be approximately 24.6 du/ac and will be consistent with the density requirements of the General Plan. This category accommodates primarily attached housing and higher density detached housing including townhome, row house, courtyard, apartment and condominium designs. Parks, recreation, day care, civic, institutional and similar uses determined appropriate in a residential environment are also permitted. The MHDR land use category is implemented by the **Multi-Family Residential Zoning District (R-3/SP-BSMP)**. Table A-3 in Appendix A provides development standards for the R-3 district in the BSMP Area. Permitted uses are specified in the Yuba City Zoning Code.

#### ***Neighborhood Commercial***

The Neighborhood Commercial (NC) land use designation allows for small shopping centers containing local retail stores, services, restaurants (excluding drive-thru), offices, gas stations and similar uses intended to cater to the daily convenience needs of the surrounding residential neighborhoods. The scale and design of buildings within the NC district is to be compatible with the neighboring residential uses. In the BSMP the highest average density of LDR uses is conservatively assumed for NC uses is 0.335 FAR. The NC land use category is implemented by the **Neighborhood Convenience Commercial Zoning District (C-1/SP-BSMP)**. Table A-4 in Appendix A provides development standards for the C-1 district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

### ***Office and Office Park***

The Office and Office Park (O/OP) land use designation allows for professional and medical offices in a low intensity, campus like setting. Small scale support and related services are also allowed. Mixed use development may be permitted subject to the transfer/allocation of residential units as approved by the City. In the BSMP the highest average density of LDR uses is conservatively assumed for O/OP uses is 0.29 ~~0.30~~ FAR. The O/OP land use category is implemented by the **Office Commercial Zoning District (C-O/SP-BSMP)**. Table A-4 in Appendix A provides development standards for the C-O district in the BSMP Area. Permitted uses are as specified in the Yuba City Zoning Code.

### ***Figure 3-2: Zoning Map***

See edits to Figure 3-2 provided below. Revisions include updates to zoning categories from Master Plan (MP) to Specific Plan (SP).



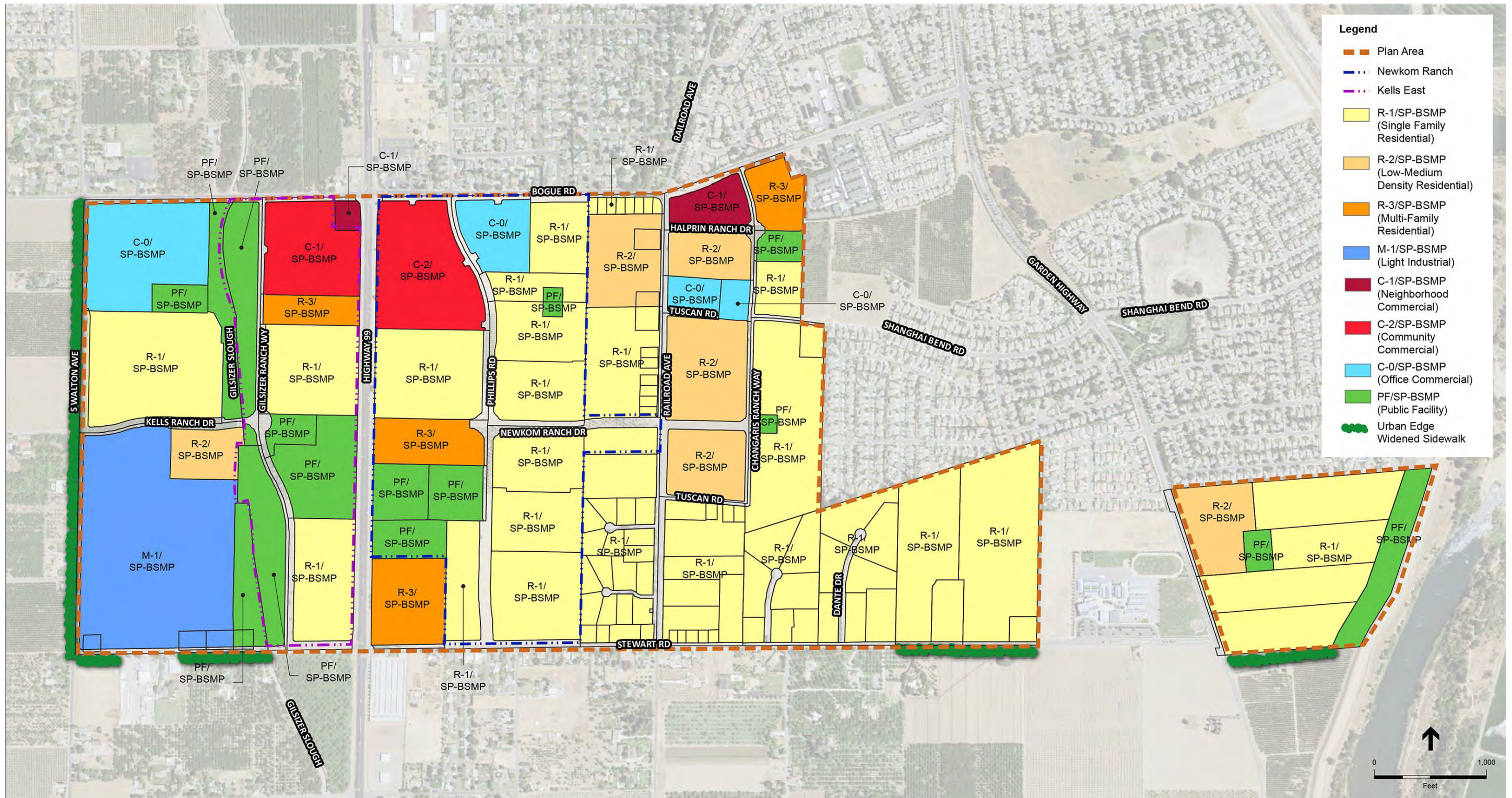


Figure 3-2: Zoning Map



## 5.2.1 Parks and Open Space

### Edits/Revisions

As per Table 5-2 and Table 5-3, the Plan Area achieves the BSMP ~~BMSP~~ 5 acre per 1,000 resident park requirement and provides the required acreage of neighborhood parks. The BSMP does not provide enough on-site community or city park acreage but these requirements will be satisfied via the City's park in-lieu fee pursuant to General Plan policy. In addition, as small lot subdivision maps are developed it is anticipated that various pocket parks, special recreation areas (such as plazas, courtyards) if provided, may be eligible for park and open space credit. These park acreages are eligible for fee credit compensation.

### ***Neighborhood and Pocket Parks***

The BSMP includes six neighborhood parks and a variety of pocket parks. The Neighborhood Park category was recognized in the Yuba City General Plan, but following a 2008 update to the Parks, Schools, and Community Facilities Element, this category was removed, but not prohibited. ~~However For the BSMP~~, existing neighborhood park sites will remain in the city park system, and can be included as overall parkland credit. Neighborhood parks must be two acres in size, and may increase in size to accommodate a dual use detention basin. These parks are designed to service residents living within a half mile from the given park, and also cultivate the identity of the community served. Therefore, in the context of the BSMP, neighborhood parks are located close to high density residential areas to capture maximum resident users. Sidewalks and multi-use trails are designed to provide a variety of pedestrian- and bicycle-friendly connections for the surrounding residential community. These parks may be either active or passive, with off-street parking minimized. Final facilities within the neighborhood parks are dependent on the identity and qualities of the surrounding neighborhood. Some of the facilities that could be included in the neighborhood park are children's play structure, basketball courts, multi-use areas with trails, soccer fields, tennis and pickle ball courts, and picnic areas. These parks can also provide stormwater detention facilities.

Pocket parks are open space areas that may be up to three acres in size and located within residential neighborhoods. Pocket parks are intended primarily for passive recreation, such as play areas for small children and seating and picnic areas. The number and location of pocket parks will be determined as part of the small lot subdivision map approval process.

## 5.4.2 Water, Wastewater, and Drainage

### Edits/Revisions

#### ***Drainage and Flood Protection***

#### ***Flood Management***

- As the Master Plan develops, developers shall provide an assessment of a project's potential impacts on the local and sub-regional storm drainage systems, so that the City can determine appropriate methods ~~mitigation~~ to ensure that system capacity and peak flow restrictions are not exceeded.

## 6.5.1 Financing Plan

### Edits/Revisions

The BSMP Public Facilities Financing Plan presents a strategy for the financing of backbone infrastructure and public facilities required to serve BSMP, and was adopted concurrent with the adoption of the BSMP. The Financing Plan describes how a variety of major capital improvements needed to serve the BSMP will be funded as it builds out including roadways, wastewater, water, storm drainage, landscaping and neighborhood parks. It also synthesizes the estimated cost and timing of major capital improvements needed to serve new development in the BSMP and documents the funding sources available for those improvements. The Financing Plan will be incorporated into the BSMP, and will be adopted separately.

## 6.6.5 Amendments to the Master Plan

### Edits/Revisions

#### ***B. Major Amendments***

Major modifications are amendments to exhibits or text that are intended to change the intent and/or development standards or other fundamental provisions of the BSMP. Major amendments require an amendment to the BSMP, and must go through Planning Commission review for recommendations provided to City Council prior to approval. Depending upon the nature of the amendment, a concurrent amendment to the General Plan, Municipal Code, development agreement, or other related City and BSMP documents may be required. Examples of major amendments include, but are not limited to:

- The introduction of a new land use designation not contemplated in the original BSMP;
- Changes to the circulation system or backbone infrastructure which would materially affect a planning concept detailed in the BSMP;
- Any change that would result in a significant and adverse environmental impact.

## 6.7.1 Effectuation of Entitlements

### Edits/Revisions

Prior to or concurrent with final approval of any subsequent development entitlements by the City, a development agreement may shall be approved and executed between the City and subject property owners consenting to the property's participation in the BSMP financing mechanisms, fee updates, land/easement dedications, maintenance and related obligations.

## 6.7.3 Sphere of Influence Amendment and Annexation

### Edits/Revisions

Amendment of the City's SOI and annexation of the BSMP Area will be processed and approved in accordance with Sutter LAFCO Policies and Procedures, along with the expansion of the Gilsizer County Drainage District to include the annexation of land into the District and detachment from County Service Area G. This will include coordination with Sutter LAFCO and Sutter County, updating of the City's Municipal Service Review, preparation of a Plan for Service for the BSMP Area, and other applicable

requirements. The EIR prepared for the BSMP assesses ~~assumes~~ the SOI amendment and subsequent annexation for the BSMP Area in full, and the annexation of land into the Gilsizer County Drainage District, and is intended to serve as the environmental document for such actions.

## Appendix A: Development Standards and Guidelines

### Edits/Revisions

#### **Administration (Green Callout Box)**

Major Modification – The proposed change is inconsistent with the Development Standards and Guidelines. Such modification requires a Master Plan Amendment, and approval by City Council.

## Section A-1: Residential Neighborhoods

### Edits/Revisions

#### **Low – Medium Density Residential**

**Table A-2: Low – Medium Density Residential Development Standards**

Zoning District	Low-Medium Density Residential Zoning District (R-2/SP-BSMP)	
Density	6.0 – 14.0 dwelling units/gross acre	
Minimum lot size	2,000 s.f. (multifamily allowed and lot size for multifamily will be reviewed during application process)	
Lot configuration	If 2,999 s.f. or below	If 3,000 and above
<i>Interior Lot</i>	2,000 s.f. min	3,000 s.f. min
<i>Corner Lot</i>	2,500 s.f. min	3,500 s.f. min
Lot width		
<i>Interior Lot</i>	40 ft. min	50 ft. min
<i>Corner Lot</i>	45 ft. min	55 ft. min
<i>*Lot width measured at the front property line except for lots on cul-de-sacs where lot width is measured at the front setback</i>		
Lot depth	60 ft. min	75 ft. min
Lot Coverage	N/A	N/A
Building Setbacks		
Front Yard		
<i>Main building</i>	12 ft. min	15 ft. min
<i>Porch/Courtyard</i> <i>(minimum 6 ft. deep by 8 ft. wide)</i>	10 ft. min <i>(A minimum of 60% of all dwelling units shall include)</i>	10 ft. min <i>(A minimum of 60% min. of all dwelling units shall include)</i>
<i>Attached garage</i>	20 ft. min	20 ft. min
<i>Detached garage</i>	20 ft. min	25 ft. min
Side Yard		
<i>Interior</i>	0 ft. (attached)/3 ft. (detached)	0 ft. (attached)/5 ft. (detached)
<i>Corner*</i>	10 ft. min	10 ft. min
<i>*20 ft. minimum if corner side loading garage</i>		
Rear Yard		
<i>Main building</i>	5 ft.	10 ft. min



<b>Zoning District</b>	Low-Medium Density Residential Zoning District (R-2/SP-BSMP)	
<i>Accessory building</i>	5 ft. for single-story	5 ft. for single-story
<i>Alley Loaded garage</i>	4 ft. min	4 ft. min
<i>Detached garage</i>	5 ft. min	5 ft. min
*Front yard is defined as the primary street frontage *Front and street side setbacks measured from back of walk *No interior side yard setbacks required for attached units. *All building setbacks measured from the finished outside building edge (not the studs).		
<b>Distance between building on same lot</b>		
<b>Single-story</b>	10 ft. min	10 ft. min
<b>Two-story</b>	10 ft. min	10 ft. min
*When two building of mixed height are adjacent to each other, the distance for the taller structure applies.		
<b>Building Height</b>		
<i>Main Building</i>	45 ft. max, not to exceed three stories	
<i>Accessory Building</i>	15 ft. max, not to exceed one-story	
*Height exceptions permitted per the Yuba City Zoning Code.		
<b>Parking</b>		
<b>Detached Units</b>	2 spaces per unit (spaces in garage may be tandem or side-by-side)	
<b>Attached Units</b>	Per the Yuba City Zoning Code	

## Medium – High Density Residential

**Table A-3: Medium – High Density Residential Development Standards**

<b>Zoning District</b>	Multi-Family Residential Zoning District (R-3/SP-BSMP)	
<b>Density</b>	12.0 – 36.0 dwelling units/gross acre	
<b>Lot size range</b>	N/A	
<b>Lot configuration</b>	Townhome	Multi-Family Complex
<b>Lot width</b>		
<i>Interior Lot</i>	N/A	N/A
<i>Corner Lot</i>	N/A	N/A
<b>Lot depth</b>	N/A	N/A
<b>Lot Coverage</b>	N/A	N/A
<b>Building Setbacks</b>		
<b>Front Yard</b>		
<i>Main building</i>	10 ft. min	15 ft. min
<i>Porches and Courtyards</i> (minimum 6 ft. deep by 8 ft. wide)	5 ft. min (A minimum of 60% of all dwelling units shall include)	5 ft. min
<i>Garage</i>	20 ft. (if fronting on a public road)	N/A
<b>Side Yard</b>		
<i>Interior</i>	0-3 ft. min	10 ft. min between buildings per story
<i>Corner</i>	10 ft. min	10 ft. min

<b>Rear Yard</b>		
<i>Main building</i>	10 ft. min	10 ft. min
<i>Accessory building</i>	4 ft. min	4 ft. min
<i>Alley Loaded Garage</i>	4 ft. min	4 ft. min
<i>*Front yard is defined as the primary street frontage.  *Front and street side setbacks measured from back of walk  *All multi-family units to be alley/rear loaded.  *No interior side yard setbacks for attached units.  *All building setbacks measured from the finished outside building edge (not the studs).</i>		
<b>Distance between building on same lot</b>		
	0 ft. min	10 ft. min per story
<b>Building Height</b>	48 ft. max, not to exceed four stories	
<i>*Height exceptions permitted per the Yuba City Zoning Code.</i>		
<b>Common Open Space for Multi-family Units</b>	250 s.f. per unit (does not include balcony, porch)	
<b>Parking</b>		
<b>Parking requirements</b>	Per the Yuba City Zoning Code	

### ***Residential Design Guidelines***

These design guidelines are in addition to the guidelines set forth in the Citywide Design Guidelines (The City of Yuba City Design Guidelines) addressing single-family and multi-family residential developments, if and when adopted by the City.

### ***The Site and Context Guidelines***

#### ***Edge Treatments***

Apply the buffer guidelines from the Yuba City Urban-Rural Edge report (Appendix B) as reasonably determined appropriate by the City. While this report did not anticipate expansion of the City’s boundary to incorporate the BSMP Area, the guidelines establish roadway buffer, access and trail, landscape planting and site furnishing treatments that should be applied to the buffers as shown in Figure 4-5 in Chapter 4, Mobility.

## **Appendix B: Yuba City Urban-Rural Edge report**

### **Edits/Revisions**

This document will be included as Appendix B to the Master Plan.