

CITY OF YUBA CITY  
STAFF REPORT

**Date:** March 16, 2021  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** East Sanborn Estates Subdivision (Subdivision Agreement and Final Map Approval)

**Recommendation:** Adopt a Resolution approving the execution of a Subdivision Improvement Agreement with Interwest Homes Corp. providing for public improvements associated with the East Sanborn Estates Subdivision Map, approving the East Sanborn Estates Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. [Subdivision is located north of Jodi Drive, east of Sanborn Road, and south of La Rabyn Way]

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

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**Purpose:**

To approve the necessary agreement and final subdivision map that specify the terms for the East Sanborn Estates development.

**Background:**

On August 26, 2020, the Planning Commission approved Tentative Map SM 20-04 to subdivide a 1.94 acre parcel into 12 single family residential parcels located north of Jodi Drive, east of Sanborn Road, and south of La Rabyn Way (Attachments 5 and 6). The proposed lot sizes range from 5,304 square feet to 6,921 square feet.

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

**Analysis:**

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

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for

review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on August 26, 2020.

- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

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

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City as shown on Attachment 6. Road dedications include the right-of-way connecting the two existing ends of Jodi Drive, and the extension of Bay Drive into a proposed cul-de-sac.

**Fiscal Impact:**

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, and water hot tap fees totaling \$29,974.57.

**Alternatives:**

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

**Recommendation:**

Adopt a Resolution approving the execution of a Subdivision Improvement Agreement with Interwest Homes Corp. providing for public improvements associated with the East Sanborn Estates Subdivision Map, approving the East Sanborn Estates Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. [Subdivision is located north of Jodi Drive, east of Sanborn Road, and south of La Rabyn Way]

**Attachments:**

1. Resolution approving Subdivision Improvement Agreement, Final Map, and Accepting for Dedication the Public Right-of-Way and Utility Easements
  - a) Exhibit A – Subdivision Improvement Agreement
  - b) Exhibit B – Final Map
2. Location Map
3. Final Map

Prepared by:

Submitted by:

*/s/ Kevin Bradford*

Kevin Bradford  
Deputy P.W. Director – Engineering

*/s/ Dave Vaughn*

Dave Vaughn  
City Manager

Reviewed by:

Department Head

DL

Finance

SM

City Attorney

SLC by email

# ATTACHMENT 1

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH INTERWEST HOMES  
CORP. FOR THE EAST SANBORN ESTATES, APPROVING THE EAST SANBORN  
ESTATES FINAL MAP SUBDIVIDING LAND INTO 12 PARCELS TO CONSTRUCT SINGLE-  
FAMILY RESIDENTIAL BUILDINGS, AND ACCEPTING FOR DEDICATION THE PUBLIC  
RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN THEREON**

WHEREAS, Interwest Homes Corp., a California corporation ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "East Sanborn Estates" ("final map"), pursuant to approved Tentative Map for East Sanborn Estates ("tentative map"); and

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

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

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

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

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

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

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

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

WHEREAS, the City Council now desires to approve the subdivision improvement agreement with subdivider, approve the final map, and accept all dedications thereunder.

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

1. Subdivision Improvement Agreement: The City Council approves the Subdivision Improvement Agreement with Interwest Homes Corp. attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

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

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

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

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16<sup>th</sup> day of March 2021.

AYES:

NOES:

ABSENT:

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Marc Boomgaarden, Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Exhibit "A" – Subdivision Improvement Agreement  
Exhibit "B" – Final Map (East Sanborn Estates, City of Yuba City)

# EXHIBIT A

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

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

**SUBDIVISION AGREEMENT**  
**FINAL MAP OF EAST SANBORN ESTATES**  
(Regarding Tentative Map No. 20-04, East Sanborn Estates)

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **Interwest Homes Corp.**, a California Corporation located at 950 Tharp Road Suite 1402, Yuba City, California 95993, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

### RECITALS

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

Lots 1 through 12, inclusive, of the Final Map of East Sanborn Estates according to the map thereof recorded on \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_ of Surveys at Page(s) \_\_\_\_\_, Sutter County Records.

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

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 20-04 dated August 26, 2020, issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

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

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

### AGREEMENT

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

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

1. The Subject Property is subject to the following:
  - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.
  - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC20-10, dated August 26, 2020, attached as Exhibit A and incorporated by reference.
  - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of the Director's determination. If no extension of time is granted, City shall refund the

extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on East Sanborn Estates (City Drawing No. 5526-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC20-10, dated August 26, 2020, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

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

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

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

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

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

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider

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

a. Performance Security. The total amount shall equal 100% of the final Cost Estimate, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$340,000.00 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Cost Estimate, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$340,000.00 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$170,000.00 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

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

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

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of \$34,000.00, which represents ten (10) percent of the Performance Security amount. The warranty security shall serve

as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

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

12. Indemnification. Subdivider shall be obligated as follows:

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

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

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section.

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

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

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

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

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at

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

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

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

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

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

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

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

Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

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

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

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

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

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors

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

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

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

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

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

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set

forth in the Conditions of Approval for Tentative Map No. 20-04 dated August 26, 2020, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

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

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

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

23. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys,

consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

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

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

26. Successor Statutes Incorporated. All references to a 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 Subdivider under this Agreement.

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

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

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

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

31. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties

preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

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

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

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

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

\*\*\*\*

[Signatures on Next Page]

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

**CITY OF YUBA CITY,**  
a General Law City

By: \_\_\_\_\_  
Dave Vaughn, City Manager

ATTEST

By: \_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

Dated: \_\_\_\_\_

**SUBDIVIDER**

Interwest Homes Corp.,  
a California Corporation

By: \_\_\_\_\_  
James Ronald Scott, President

*\*(Attach Notary Acknowledgments)*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Shannon L. Chaffin,  
City Attorney

Attachments:

- Exhibit A: Planning Commission Resolution No. PC20-10 – Conditions of Approval
- Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
- Exhibit C: Fee Credits and Reimbursements Payable by City

**EXHIBIT A**

**PLANNING COMMISSION RESOLUTION NO. PC 20-10  
CONDITIONS OF APPROVAL**

PLANNING COMMISSION RESOLUTION NO. PC20-10

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY APPROVING TENTATIVE SUBDIVISION MAP (TSM) 20-04, EAST SANBORN ESTATES, LOCATED ON BOTH SIDES OF THE EXTENSION OF BAY DRIVE (CUL DE-SAC) AND ON BOTH SIDES OF A NEW JODI DRIVE CONNECTOR THAT CONNECTS TWO DISCONNECTED PORTIONS OF JODI DRIVE, APPROXIMATELY 100 FEET SOUTH OF LA RABYN WAY; ASSESSORS PARCEL NUMBER 56-030-054 (PORTION OF).

**WHEREAS**, the City received the tentative subdivision map for this property in 2020 to subdivide the approximately 1.94-acre property into 12 single-family residential lots. The new lots will be provided full City services.

**WHEREAS**, this property is within Yuba City's city limits and the property owner wished to develop their property to urban levels; and

**WHEREAS**, the Planning Commission reviewed related Environmental Assessment 20-06 considering a Mitigated Negative Declaration (MND) prepared for the project, which provided mitigation to reduce significant impacts to less than significant; and

**WHEREAS**, a review of the General Plan and Zoning Regulations determined that the proposed subdivisions were consistent with the General Plan and Zoning Regulations; and

**WHEREAS**, the City on August 5, 2020, published a legal notice and a public hearing notice was mailed to each property owner within at least 300 feet of the project site in compliance with State law concerning the Planning Commission's consideration on August 26, 2020; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on August 26, 2020 and considered all of the project and environmental information presented by staff, public testimony and all of the background information.

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

Environmental finding: The Planning Commission finds that an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, the Commission finds that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment will occur. The project-specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration. With the project specific mitigation imposed, there is no substantial evidence in the record that this project may have significant direct, indirect or cumulative effects on the environment.

Subdivision Findings: 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:

- a. The proposed tentative subdivision maps are not consistent with the applicable general plan and specific plan.
- b. The design and improvement of the tentative subdivision maps are not consistent with applicable general and specific plans or adopted City standards.
- c. That the site is not physically suited for the density of development.
- d. That the site is not physically suited for the type of development.
- e. That the design of the subdivision maps or likely improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f. That the design of the subdivision maps or the type of improvements is likely to cause serious public health problems.
- g. That the design of the subdivision maps or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Evidence:

- a. Proposed Lots 1 through 12 on 1.94 acres are designated in the General Plan as LDR which provides a gross residential density range of 2 to 8 residences per acre. The proposal is for approximately 6.2 residences per acre, which is within the General Plan density standard.
- b. This discussed above in a) this residential land division meets all General Plan consistency requirements. The project is conditioned to meet all City development and improvement standards including water, wastewater and stormwater drainage systems, street cross-sections, streetscape landscaping, and parks. Each new lot meets the minimum lot size requirements required of the R-1 Zone District.
- c. The site is flat and has all City services available to it, or in the case of stormwater drainage, the system will be designed and constructed to be part of a larger drainage system operated by the Gilsizer County Drainage District that serves the greater area. The environmental document prepared for the project did not find any inadequacies of the property that would provide concerns for the development of the property.
- d. The area where the proposed residential land division is located is designated by the General Plan for single-family residential development. As previously discussed, all City services will be brought to the property.
- e. Based on the mitigated negative declaration prepared for this project, the project will not create any significant environmental impacts.

- f. Every new lot will be connected to City water, wastewater and storm drainage systems, which will avoid public health problems.
- g. The subdivision will be served by public streets that are dedicated to the City for public use. There is no use of private streets or other types of easements that the project would conflict with. There are no known existing easements that will be adversely affected by this subdivision.

**AND, BE IT FURTHER RESOLVED**, that the Planning Commission, based on Environmental Assessment 20-06 and the list of identified mitigation measures, the Commission determines the project will not have a significant impact on the environment and adopts a Mitigated Negative Declaration for the project as well as the associated Mitigation Monitoring Program, and approves Tentative Subdivision Map 20-04, East Sanborn Estates, as shown in **Exhibit A**, subject to the conditions of approval and mitigation measures as provided in **Exhibit B**.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Yuba City at a regular meeting thereof held on August 26, 2020, by the following vote:

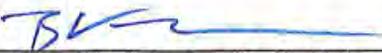
AYES: CHAIRMAN EYELER, VICE CHAIRMAN BLAKE, COMMISSIONERS SHANNON, ALI, ADAMS, AND DOSCHER

NOES:

ABSENT: COMMISSIONER SHAFFER

  
\_\_\_\_\_  
Dale Eyeler, Planning Commission Chair

ATTEST:

  
\_\_\_\_\_  
Benjamin Moody, Secretary to the Planning Commission

Attachments:

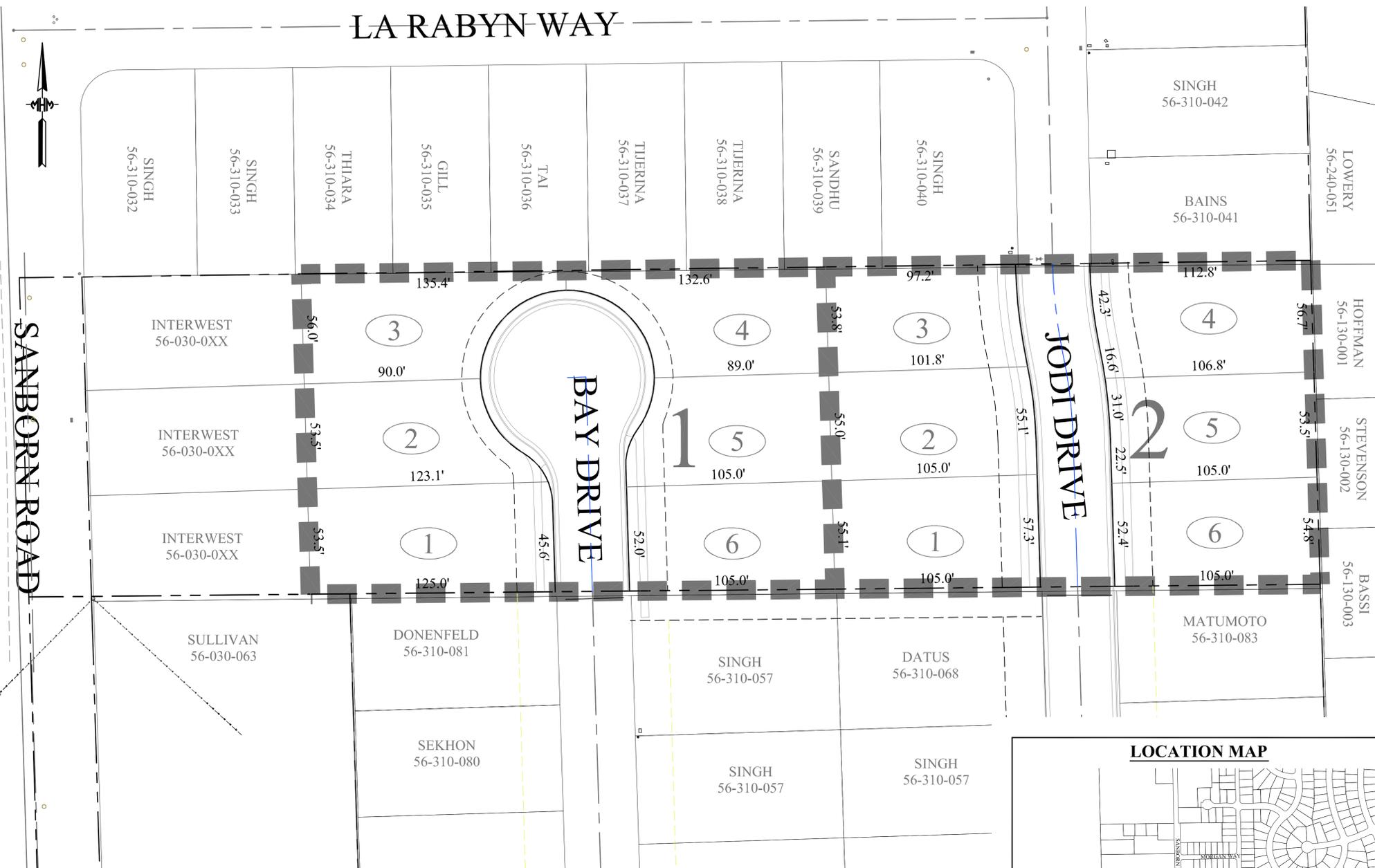
- Exhibit A: Tentative Subdivision Map 20-04
- Exhibit B: Conditions of Approval and Mitigation Measures

**EXHIBIT A**

**TENTATIVE SUBDIVISION MAP 20-04**

# TENTATIVE SUBDIVISION MAPS 2020-XX (SMALL LOT) EAST SANBORN ESTATES

YUBA CITY, CALIFORNIA  
MAY 15, 2020  
PAGE 1 OF 1

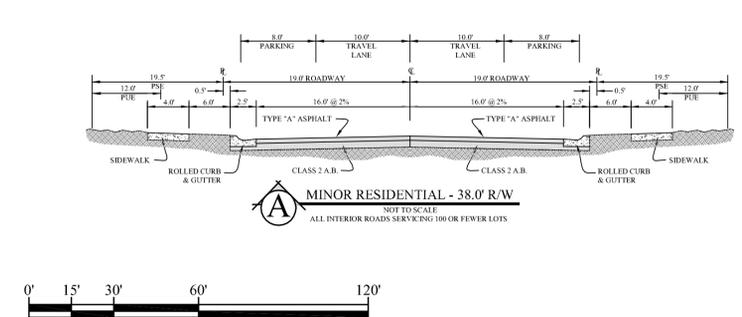


### PROJECT NOTES

<p><b>OWNER</b> INTERWEST HOMES INC 950 THARP RD, STE 1402 YUBA CITY, CA 95991 CONTACT: RON SCOTT PHONE: (530) 671-4600</p> <p><b>APPLICANT</b> INTERWEST HOMES INC 950 THARP RD, STE 1402 YUBA CITY, CA 95991 CONTACT: RON SCOTT PHONE: (530) 671-4600</p> <p><b>ENGINEER/SURVEYOR</b> MHM INCORPORATED 1204 E STREET, P.O. BOX B MARYSVILLE, CA 95901 CONTACT: SEAN MINARD PHONE: (530) 742-6485</p> <p><b>ASSESSOR'S PARCEL NO.</b> 56-030-054 (PORTION OF)</p> <p><b>AREA OF TENTATIVE MAP</b> 1.94 GROSS ACRES</p>	<p><b>EXISTING USE</b> VACANT</p> <p><b>EXISTING GENERAL PLAN DESIGNATION</b> LOW DENSITY RESIDENTIAL</p> <p><b>PROPOSED GENERAL PLAN DESIGNATION</b> LOW DENSITY RESIDENTIAL</p> <p><b>EXISTING ZONING</b> R-1</p> <p><b>PROPOSED ZONING</b> R-1</p> <p><b>LEVEE PROTECTION</b> LEVEE DISTRICT NO. 1 OF SUTTER COUNTY</p> <p><b>ELEMENTARY SCHOOL DISTRICT</b> YUBA CITY UNIFIED SCHOOL DISTRICT</p> <p><b>HIGH SCHOOL DISTRICT</b> YUBA CITY UNIFIED SCHOOL DISTRICT</p> <p><b>FIRE PROTECTION</b> CITY OF YUBA CITY</p>	<p><b>LAW ENFORCEMENT</b> CITY OF YUBA CITY</p> <p><b>SANITARY SEWER</b> CITY OF YUBA CITY</p> <p><b>DOMESTIC WATER</b> CITY OF YUBA CITY</p> <p><b>STORM DRAINAGE</b> CITY OF YUBA CITY AND GILSIZER DRAINAGE DISTRICT</p> <p><b>ELECTRICITY</b> PACIFIC GAS AND ELECTRIC</p> <p><b>NATURAL GAS</b> PACIFIC GAS AND ELECTRIC</p> <p><b>COMMUNICATION</b> AT&amp;T AND COMCAST</p> <p><b>CABLE</b> COMCAST</p>
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**GENERAL NOTES:**

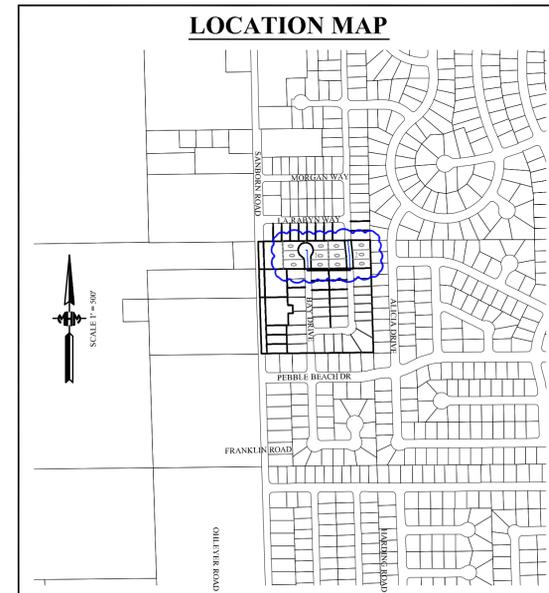
- SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 (A) OF THE SUBDIVISION MAP ACT.
- A 12.0 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED ADJACENT SIDEWALK INCLUDING 2 FEET UNDER THE SIDEWALK ALONG ALL PUBLIC RIGHT OF WAYS EXCEPT ADJACENT TO CUL-DE-SAC THE PUBLIC UTILITY EASEMENT SHALL BE 10 FEET UNLESS OTHER WAS APPROVED BY CITY ENGINEER.
- THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY, ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACREAGE, AND YIELDS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
- THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- VILLAGE NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING WILL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
- ALL EXISTING STRUCTURES AND WELLS TO BE REMOVED PRIOR TO CONSTRUCTION.
- ALL SEPTIC TANKS SHALL BE REMOVED PRIOR TO OR AS PART OF CONSTRUCTION.
- OWNERS, APPLICANT, ENGINEER, AND SURVEYOR SHALL RECEIVE ANY COMMUNICATIONS AND/OR NOTICES RELATED TO THIS PROJECT.



### LAND USE SUMMARY

LOT SUMMARY*			
VILLAGE NO. 1 =	6 UNITS	1.01 AC	5.94 DU/AC
VILLAGE NO. 2 =	6 UNITS	0.93 AC	6.45 DU/AC
<b>SUBTOTAL =</b>	<b>12 UNITS</b>	<b>1.94 AC</b>	<b>6.19 DU/AC</b>
<b>(RESIDENTIAL)</b>			
<b>MAJOR ROADS**</b>		0.00 AC	
<b>SUBTOTAL =</b>		0.00 AC	
<b>(NON-RESIDENTIAL)</b>			
<b>TOTAL =</b>		1.94 AC	6.19 DU/AC

\*ALL ACREAGE AND DENSITIES EXCLUDE ARTERIAL AND COLLECTOR STREETS.  
\*\*THERE ARE NO MAJOR ROADS ON THIS PROJECT.



**SURVEYORS STATEMENT:**  
I HEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY OLD REPUBLIC TITLE COMPANY ORDER NUMBER 4211016477 DATED APRIL 17, 2020

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

**CITY OF YUBA CITY APPROVAL:**  
THE CITY OF YUBA CITY PLANNING COMMISSION HAS CONSIDERED AND APPROVED RESOLUTION 20-XXX APPROVING TENTATIVE PARCEL MAP NO. 2020-00XX (SMALL LOT) DURING THE PLANNING COMMISSION MEETING ON \_\_\_\_\_, 2020.

CITY OF YUBA CITY                      DATE: \_\_\_\_\_

**2** INDICATES PROPOSED SMALL LOT PHASE AND LARGE LOT PARCEL

## 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

**EXHIBIT B**

**CONDITIONS OF APPROVAL AND MITIGATION MEASURES**

**CITY OF YUBA CITY  
CONDITIONS OF APPROVAL  
SUBDIVISION MAP 20-04  
AUGUST 26, 2020**

**SANBORN ROAD  
YUBA CITY, CA 95993  
APN: 56-030-054**

**NOTICE TO PROJECT APPLICANT**

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

**IMPORTANT: PLEASE READ CAREFULLY**

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

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

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 10 days after the decision by the Planning Commission. In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

These conditions are applicable to any person or entity making use of this tentative subdivision map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this tentative subdivision map.

**CONDITIONS OF APPROVAL**

1. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability

or actions arising out of or connected with this Agreement, except to the extent such liabilities are caused by actions of the City.

2. The lot design on the subdivision map shall be designed in conformance with the TSM 20-04, as appropriate, and as approved by the Planning Commission.
3. The development and operation of the project shall all CEQA mitigation identified in Environmental Assessment 20-06 dated August 5, 2020.
4. To limit visibility and conflicting views of adjacent properties, the lots along the eastern boundary of the proposed development are to be restricted to single story construction, or any window sills on the upper floor of a two-story residence, along the east walls, are to be a minimum of 6.0 feet above the floor, or as otherwise approved by the Development Services Director.

### **PUBLIC WORKS**

5. 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.
6. 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.
7. 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.
8. Storage of construction material is not allowed in the travel way.
9. The only hard surface (concrete or pavers) that can be placed in the street planter area other than the standard driveway serving the residence is 18" wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.

### **PRIOR TO ISSUANCE OF GRADING PERMIT**

10. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto the adjacent residential or agricultural lands or impede the drainage from those properties. The rear yards and/or side yards of the lots that are created by this subdivision that are adjacent to existing residential development shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required they shall be constructed of concrete or masonry block.

### **PRIOR TO APPROVAL OF IMPROVEMENT PLANS**

11. A Subdivision Agreement outlining any costs (hot tap, connection fee, fair share contribution, etc.) associated with the development shall be accepted by the City prior to recordation of map.

12. 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.
13. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
14. 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.
15. The interior streets shall be constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5 foot PSE behind the right-of-way. Frontage improvements shall include street section, curb, gutter, 6.0 foot landscape parkway strip (measured from back of curb), 4.0 foot wide sidewalk, street trees, and streetlights. A 12.0 foot wide public utility easement shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.
16. The development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan. The Post Construction information can be found here: [https://www.yubacity.net/city\\_hall/departments/public\\_works/engineering/stormwater\\_management](https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management)
17. All development shall be designed to local, state, and federal flood standards.
18. 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 streetsA copy of the geotechnical investigation, including R-value, test locations and structural section calculations, shall also be submitted with the first improvement plan check.
19. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. Twenty-five miles per hour speed limit signs shall be installed within the subdivision at locations determined by the Public Works Department. These proposed speed limit signs shall be shown on the Improvement Plans.
20. 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. Only one tree species shall be planted on any street.

21. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the Public Utility Easement (P.U.E.). Developers will 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.
22. 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."

## **PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENTS**

23. 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.
24. City Standard street lights shall be installed on Bay Drive and Jodi Drive in accordance to City Standards and Specifications.
25. Prior to paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
26. 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.

27. 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.
28. All public street lighting shall be dedicated to the City of Yuba City.

### **PRIOR TO FINAL MAP RECORDATION**

29. The development shall pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, by payment of cash in an amount agreed to by the City, by another secure funding mechanism acceptable to the City, or by some combination of those mechanisms. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district. The property shall annex in to an existing CFD.
30. 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 street trees which are to be planted along all streets, maintaining the street lights, and maintaining the masonry walls. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
31. A public utility easement shall be provided along all interior streets extending 10 feet behind the back of the sidewalk.
32. The Developer shall demonstrate to the satisfaction of the Public Works Department, 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 BUILDING PERMIT**

33. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.
34. The Developer shall comply with all Sutter County requirements related to drainage, including submittal of a drainage plan for any drainage improvements that utilize County facilities for approval by Sutter County Public Works Director, paying all applicable Sutter County Water Agency connection fees and maintenance and operation fees, and entering into an agreement with Sutter County providing participation in a zone of benefit, drainage district, agency, service area or any other public entity for the financing of construction and maintenance of a drainage system, as determined applicable by Sutter County.

## **PRIOR TO CERTIFICATE OF OCCUPANCY**

35. 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.
36. The landscape plan for the front yard, including the area between the sidewalk and curb, shall be handled by each individual lot improvement. The irrigation system shall be designed to accommodate the street tree and shall meet the Model Water Efficient Landscape Ordinance.
37. 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.
38. All street lighting shall be constructed with improvement plans and energized prior to the issuance of any certificate of occupancy.
39. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed in accordance with City requirements.

## **EXHIBIT B**

### **IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER**

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

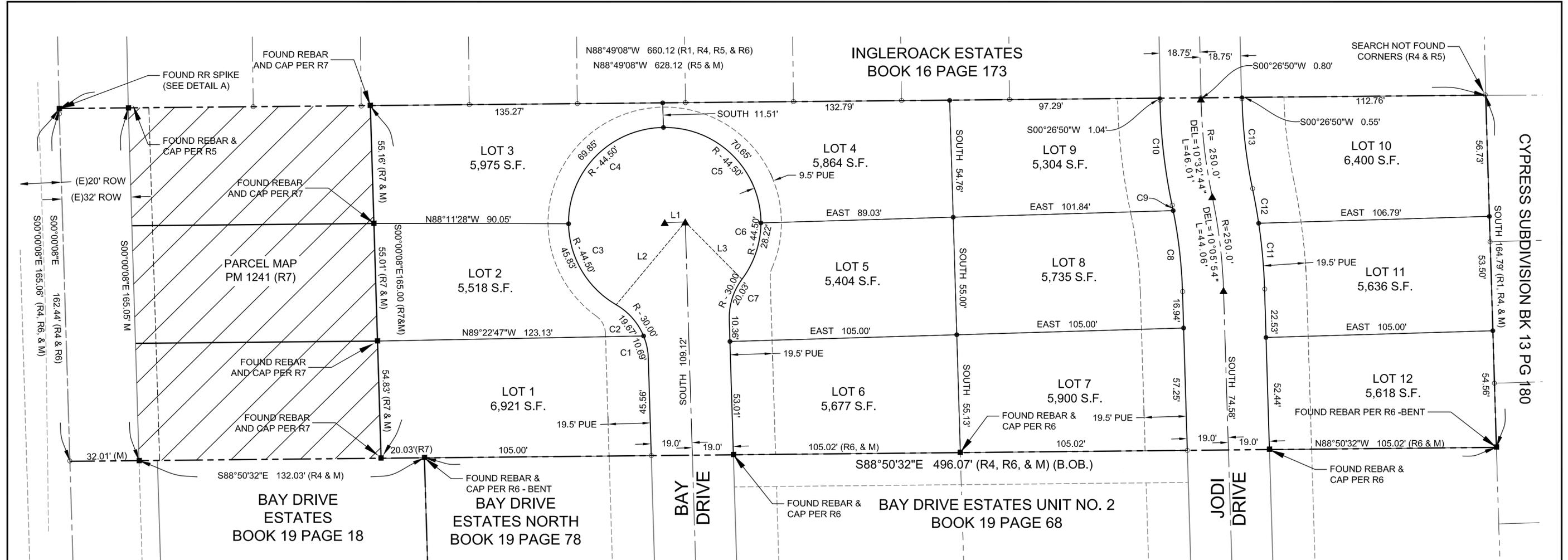
(1)	Public Improvement Plan Check and Inspection Fee:	
	4% of the estimated total construction cost	
	\$340,000.00 x .04 =	<u>\$13,600.00</u>
(2)	Sewer Extension Fees	
	Developer constructing sewer main.	<u>\$0.00</u>
(3)	Sewer Connection Fees (per Section 6-5.504 Municipal Code)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>
(4)	Water Extension Fees	
	Developer constructing water main.	<u>\$0.00</u>
(5)	Water Connection Fees (per Section 6-6.05 Municipal Code)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>
(6)	Drainage Fees (per Gilsizer Drainage District)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>
(7)	8" Hot Taps	
	3 x \$5,458.19 each =	<u>\$16,374.57</u>
	<b>TOTAL FEES PAYABLE BY SUBDIVIDER</b>	<b><u>\$29,974.57</u></b>

**EXHIBIT C**

**FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY**

None.

# EXHIBIT B



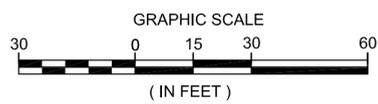
**LINE TABLE**

LINE	BEARING	LENGTH
L1	N00°00'00"E	9.5'
L2	S41°15'17"W	50.19'
L3	S42°43'10"E	37.50'

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA
C1	10.69	30.00	20°24'36"
C2	19.67	30.00	37°34'23"
C3	45.83	44.50	59°00'20"
C4	69.85	44.50	89°55'52"
C5	70.65	44.50	90°57'53"
C6	28.22	44.50	36°20'10"
C7	20.03	30.00	38°15'17"
C8	38.23	231.00	9°28'56"
C9	2.48	231.00	0°36'58"
C10	49.51	269.00	10°32'44"
C11	31.04	269.00	6°36'41"
C12	16.37	269.00	3°29'13"
C13	42.52	231.00	10°32'44"

**SUBDIVIDED AREA**  
 1.95 ACRES GROSS  
 1.61 ACRES LOTS  
 0.34 ACRES ROAD



- LEGEND**
- ( ) EMBRACES RECORD DATA
  - PUE PUBLIC UTILITY EASEMENT
  - M MEASURED
  - S.F. SQUARE FEET
  - (B.O.B.) BASIS OF BEARINGS
  - FOUND MONUMENT AS SHOWN
  - SET 5/8" REBAR W / CAP LS 8457
  - CALCULATED POINT - NOTHING FOUND OR SET

**REFERENCES**

- R1 PARCEL MAP 110, BOOK 1 PAGE 110
- R2 SANBORN ESTATES, BOOK 13 SURVEYS PAGE 191
- R3 CYPRESS SUBDIVISION, BOOK 13 SURVEYS PAGE 180
- R4 BAY DRIVE ESTATES, BOOK 19 SURVEYS PAGE 18
- R5 INGLEROACK ESTATES, BOOK 16 SURVEYS PAGE 173
- R6 BAY DRIVE ESTATES UNIT NO. 2, BOOK 19 SURVEY PAGE 68
- R7 PARCEL MAP 1241, BOOK 9 PAGE 11

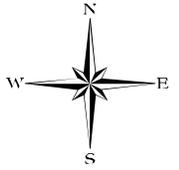
**BASIS OF BEARINGS**

BEARINGS SHOWN HEREON REFER TO MONUMENTS FOUND ON THE SOUTHERN PROPERTY LINE PER BAY DRIVE ESTATES UNIT NO. 2, BOOK 19 OF SURVEYS PAGE 68. BEARING BEING S88°50'32"E.

**EAST SANBORN ESTATES  
CITY OF YUBA CITY**

BEING A PORTION PARCEL 1 OF PARCEL MAP NO. 110 FILED IN BOOK 1 OF PARCEL MAPS AT PAGE 110, SUTTER COUNTY RECORDS AND A PORTION OF SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

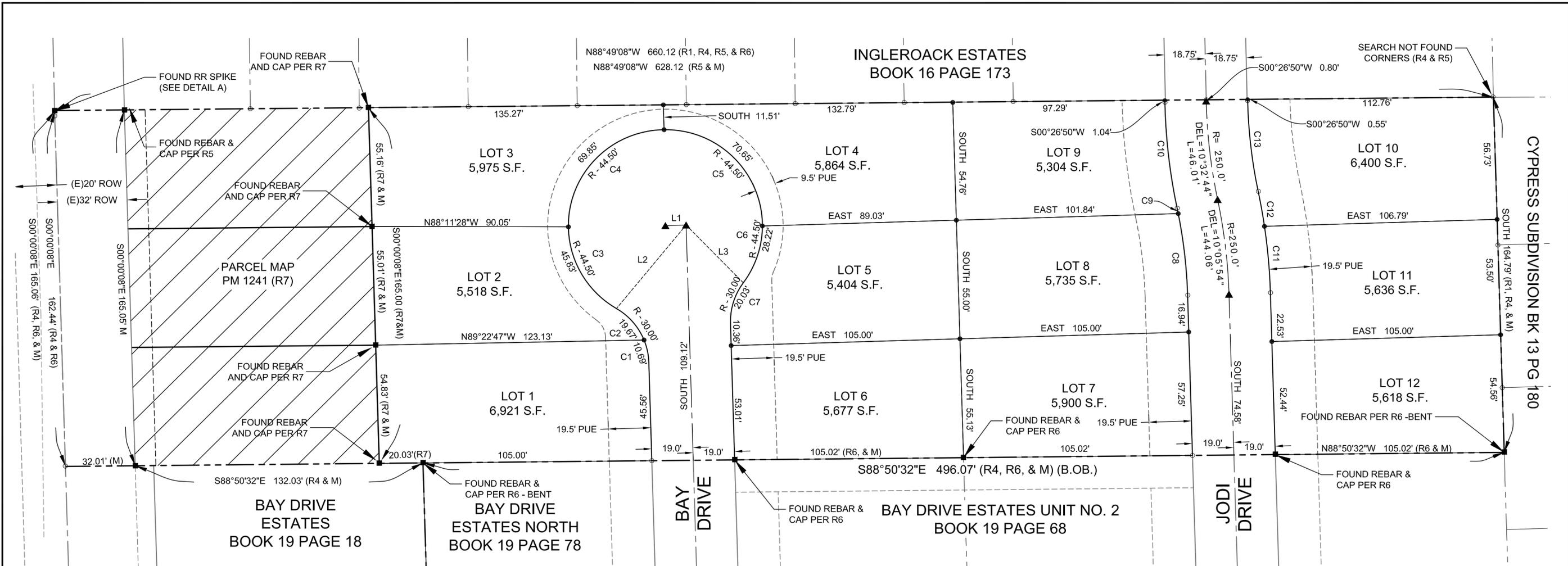
# ATTACHMENT 2



East Sanborn Estates  
Tentative Subdivision Map 20-04

1 inch = 300 feet

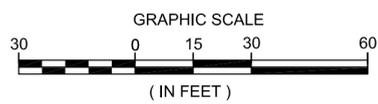
# ATTACHMENT 3



LINE	BEARING	LENGTH
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- ( ) EMBRACES RECORD DATA
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**EAST SANBORN ESTATES  
CITY OF YUBA CITY**

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