

REVISED AGENDA

RIVERBANK PLANNING COMMISSION MEETING AGENDA

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-25-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

**THIS MEETING WILL BE HELD AT THE REGULAR LOCATION
CITY HALL COUNCIL CHAMBERS 6707 THIRD STREET, RIVERBANK, CA**

IN AN EFFORT TO CONTROL THE SPREAD OF COVID-19, THE CITY WILL IMPOSE SOCIAL DISTANCING MEASURES FOR ALL INDIVIDUALS PRESENT AND REQUIRE INDIVIDUALS TO MAINTAIN AT LEAST SIX FEET OF DISTANCE FROM OTHERS PRESENT. THEREFORE, THIS WILL MEAN VERY LIMITED SEATING AVAILABILITY. ALTERNATIVE MEANS OF ACCESS TO THE MEETING MAY BE NECESSARY AS CIRCUMSTANCES ARISE. ALL INDIVIDUALS WHO ARE AT HIGHER RISK FOR SEVERE ILLNESS FROM COVID-19 ARE STRONGLY ENCOURAGED TO CONSIDER SUCH ALTERNATIVE MEANS OF ACCESS.

ALL MEETINGS ARE OPEN TO THE PUBLIC BUT IN KEEPING WITH RECOMMENDATIONS OF PUBLIC HEALTH OFFICIALS, THE CITY OF RIVERBANK STRONGLY ENCOURAGES REMOTE PARTICIPATION.

**OTHER MEANS OF ACCESS ARE:
GOVERNMENT TELEVISED CHANNEL – CHARTER CHANNEL 2
GOVERNMENT TELEVISED CHANNEL – AT&T CHANNEL 99**

**PUBLIC COMMENTS TO ITEMS OF CONSIDERATION:
WRITTEN PUBLIC COMMENTS WILL BE RECEIVED VIA EMAIL BEFORE AND DURING THE TIME THE ITEM BEING CONSIDERED IS OPEN FOR COMMENTS BY THE CHAIR.
EMAIL dkenney@riverbank.org
PUBLIC COMMENT VIA PHONE CALL WILL BE RECEIVED ONLY DURING THE TIME THE CHAIR OPENS THE HEARING OR OPENS THE ITEM FOR COMMENTS
YOU MAY CALL (209) 863-7172. (ONE CALL AT A TIME WILL BE RECEIVED).**

THE CHAIR HAS THE RIGHT TO STOP ANY UNCIVIL DECORUM.

THE NORMAL ALLOTMENT OF 5 MINUTES FOR COMMENTS WILL BE ALLOWED; HOWEVER, THIS REMAINS AT THE DISCRETION OF THE CHAIR DUE TO THE NEW PROCESS OF COMMENT SUBMISSIONS.

**THE VIDEO RECORDING OF THIS MEETING IS USUALLY POSTED ON YOUTUBE WITHIN 24 HOURS OF THE MEETING (IF THERE ARE NO TECHNICAL DIFFICULTIES).
GO TO <http://www.riverbank.org/agendacenter>**

FOR QUESTIONS CONTACT PLANNING AND BUILDING MANAGER DONNA KENNEY AT (209) 863-7124; dkenney@riverbank.org, OR THE RECORDING CLERK JANET SMALLEN AT (209) 863-7128; jsmallen@riverbank.org

REVISED AGENDA



City of Riverbank
PLANNING COMMISSION MEETING
City Hall North • Council Chambers
6707 Third Street • Suite B • Riverbank • CA 95367

AGENDA TUESDAY, MARCH 17, 2020 – 6:00 P.M.

CALL TO ORDER: Chair: Mallorie Fenrich

ROLL CALL: Chair Mallorie Fenrich
Vice Chair Joan Stewart
Commissioner John Dinan
Commissioner Steve Link
Commissioner Natasha Basso

Commissioner Benjamin Reuben (Alternate Member)

CONFLICT OF INTEREST

Any Planning Commission Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the Planning Commission. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the Planning Commission.

WRITTEN PUBLIC COMMENTS WILL BE RECEIVED VIA EMAIL BEFORE AND DURING THE TIME THE ITEM BEING CONSIDERED IS OPEN FOR COMMENTS BY THE CHAIR.

EMAIL dkenney@riverbank.org

PUBLIC COMMENT VIA PHONE CALL WILL BE RECEIVED ONLY DURING THE TIME THE CHAIR OPENS THE HEARING OR OPENS THE ITEM FOR COMMENTS.

YOU MAY CALL (209) 863-7172. (ONE CALL AT A TIME MAY BE RECEIVED).

THE NORMAL ALLOTMENT OF FIVE (5) MINUTES FOR COMMENTS WILL BE ALLOWED; HOWEVER, THIS REMAINS AT THE DISCRETION OF THE CHAIR DUE TO THE NEW PROCESS OF COMMENT SUBMISSIONS.

REVISED AGENDA

2. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the Planning Commission Board unless otherwise requested by an individual Planning Commissioner Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 2.1: Posting of the Agenda. The Agenda for the March 17, 2020 Planning Commission Meeting was posted on the City Community Center bulletin board, City Hall North & South bulletin boards, Post Office, city website, and emailed to the Library on March 13, 2020.

Item 2.2: Approval of the March 17, 2020 Agenda. This provides an opportunity for the Planning Commission or Staff to recommend that an item be placed on the agenda for discussion or to adjust the proposed agenda to allow an item to be taken out of order.

Public Comment.

Recommendation: Approval by roll call vote.

1st _____ 2nd _____

3. PUBLIC HEARINGS

Item 3.1: **Development Agreement No. 01-2020 - McRoy Wilbur Communities, Inc – Diamond Bar East Subdivision** - The project consists of a Development Agreement for the previously approved Diamond Bar East subdivision project (TM, GPA, Rezone) located at Santa Fe and Snedigar Avenues. The project site has a General Plan Land Use Designation of Low Density Residential (LDR) and is zoned Planned Development (PD). The adoption of a Development Agreement is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines.

Recommendation: It is recommended that the Planning Commission conduct the public hearing and consider approval of proposed Resolution No. 2020-003 by:

1. Requesting questions or comments by the Planning Commissioners;
2. Open the public hearing;
3. Receive comments in person or via phone call;
4. Inquire for the record if any written comments were received by staff for this item before or during the open hearing;
5. Close the public hearing after comments; and
6. Consider approval by roll call vote

1st _____ 2nd _____

REVISED AGENDA

- Item 3.2** Conduct the Public Hearing, and Table Consideration to Approve Planning Commission Resolution No. 2020-004 Recommending Approval to the City Council of a Proposed Ordinance and Development Agreement No. 03-2019, and Resolution No. 2020-005 Recommending Approval of Conditional Use Permit No. 01-2020-Aeriz to Permit Commercial Cannabis Activities at 2906 Santa Fe Street (APN: 132-034-012, 132-023-020, 132-034-017, and 132-010-027)

Recommendation: It is recommended that the Planning Commission conduct the public hearing and table the matter by:

1. Requesting questions or comments by the Planning Commissioners;
2. Open the public hearing;
3. Receive comments in person or via phone call;
4. Inquire for the record if any written comments were received by staff for this item before or during the open hearing;
5. Close the public hearing after comments; and
6. By roll call vote, table the public hearing until further notice (tentatively at the next regular meeting of April 21, 2020).

1st _____ 2nd _____

4. PRESENTATION (Information only)

- Item 4.1:** GP and HE Report Yearly Presentation.

5. PLANNING COMMISSIONER COMMENTS

There are no comments.

6. COUNTY REFERRAL/CORRESPONDENCE/INFORMATION (Information Only – No Action)

There is no information.

7. STAFF COMMENTS (Information Only – No Action)

- Item 7.1:** City Council Meetings Update.

8. ADJOURNMENT - Regular Planning Commission meeting – April 21, 2020 @ 6:00 p.m.

Any documents that are not privileged or part of a Closed Session provided to a majority of the Planning Commission Board after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at the City Clerk's Office, 6707 Third Street, Suite A, Riverbank, CA, during normal business hours.

REVISED AGENDA

AFFIDAVIT OF POSTING

I, hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted 72 hours prior to the hearings and/or meeting in accordance to the California Ralph M. Brown Act.

Posted this 13th day of March 2020

/s/ Annabelle Aguilar, CMC, City Clerk, City of Riverbank

NOTICE REGARDING AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Development Services Department at (209) 863-7128 or jsmallen@riverbank.org. Notification 72-hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. [28 CFR 35.102-35.104 ADA Title II].

NOTICE REGARDING NON-ENGLISH SPEAKERS: Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Planning Commission shall be in English and anyone wishing to address the Planning Commission is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

GENERAL INFORMATION

MEETING SCHEDULE: The Riverbank Planning Commission meets on the third Tuesday of each month at 6:00 p.m.

COMMISSION AGENDA & REPORTS: The Planning Commission agenda is posted pursuant to the California Brown Act, which only requires agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when technologically able, on the City's website. Additional documents, that are not privileged, may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the Development Services Department, 6617 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the Planning Commission. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.

PUBLIC HEARINGS: In general, a public hearing is an open consideration within a meeting of the Planning Commission Board, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.

Televised/Video of Meetings: Charter – Channel 2; AT&T Uverse – Channel 99

Visit www.riverbank.org to connect to meeting videos. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)

City Hall Hours: City Hall is open Monday – Thursday: 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays.

QUESTIONS: Contact the Developmental Services Department at (209) 863-7128.

Any documents that are not privileged or part of a Closed Session provided to a majority of the Planning Commission Board after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at the City Clerk's Office, 6707 Third Street, Suite A, Riverbank, CA, during normal business hours.

**CITY OF RIVERBANK
PLANNING COMMISSION
STAFF REPORT**

ITEM NO:	3.1	March 17, 2020
APPLICATION:	Development Agreement No. 01-2020 – Diamond Bar East – 4424 Santa Fe Street (APNs: 062-020-010 and 062-020-025). The project consists of a Development Agreement which extends the life of Tentative Map 02-2014 for ninety-six (96) single-family detached residential lots. The developer intends to reduce the number of lots to eighty-two (82) in order to provide a larger dual use basin.	
OWNER:	Ty Angle, et al 6045 Leedom Road Hughson, California 95326	
APPLICANT:	Mark Wilbur McRoy Wilbur Communities, Inc. 2909 Coffee Road #12 Modesto, California 95355	
ENGINEER:	VVH Consulting Engineers 430 10 th Street Modesto, California 95354	
LOCATION/APN:	The proposed project is located in Riverbank and bounded by rural residential parcels and Santa Fe Street to the North; rural residential and Snedigar Road to the East; railroad tracks, Patterson Road, and rural residential to the South; and rural residential parcels to the West. The address is 4424 Santa Fe Street, APNs: 062-020-010 and 062-020-025.	
GENERAL PLAN:	Low Density Residential (LDR)	
ZONING:	Planned Development (PD)	

**ENVIRONMENTAL
DETERMINATION:**

The adoption of the Development Agreement is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines. Environmental impacts relating to the Diamond Bar East subdivision were evaluated and mitigated in the Mitigated Negative Declaration adopted on March 24, 2015, and thus does not require further environmental review as there are no other changes to the project.

PROJECT PLANNER:

Donna M. Kenney, Planning and Building Manager

RECOMMENDATION:

Approve Resolution No. 2020-003 (Attachment 1), recommending that the City Council approve Ordinance No. 2020-XXX for a Development Agreement which extends the life of approved Diamond Bar East Tentative Map 02-2014 relating to real property located at 4424 Santa Fe Street (APNs 062-020-010 and 062-020-025).

ACRONYMS:

CEQA – California Environmental Quality Act
DA – Development Agreement
LDR – Low Density Residential
PD – Planned Development
TM – Tentative Map

EXECUTIVE SUMMARY

The proposed project consists of a Development Agreement (“DA”), which extends the life of TM 02-2014, a ninety-six (96) lot single-family residential subdivision. The developer intends to reduce the number of lots to eighty-two (82) to provide a larger dual park/storm water basin. The City Engineer has determined the reduction in the number of lots is a minor change which does not affect the validity of the map. The project site currently has a General Plan Land Use designation of Low Density Residential (LDR) and is currently zoned Planned Development (R-1).

BACKGROUND

The proposed project is located in Riverbank and bounded by rural residential parcels and Santa Fe Street to the North; rural residential and Snedigar Road to the East; railroad tracks, Patterson Road, and rural residential to the South; and rural residential parcels to the West. The formal address of the proposed project site is 4424 Santa Fe Street. The project site is comprised of a pasture with no improvements of value. The site is surrounded by lands in

transition to urban uses but consists primarily of ranchette parcels. Riverbank High School is located southwest of the site across the railroad tracks and Patterson Road.

A. Tentative Map 02-2014

Tentative Map 02-2014 is a small lot single-family residential subdivision. The proposed lot sizes drop below the R-1 standard size of 6,000 square feet; therefore, the property was rezoned to PD which accommodates the proposed 5,000+ square foot lots. All streets have been designed to accommodate City Street Designs with consideration for low-impact design standards as well as to encourage Complete Streets for vehicles as well as pedestrians. The tentative map shows two (2) out lots. Lot A (158,762 sf right-of-way plus 151,859 sf basin = 310,621 sf) is the public streets and a dual use stormwater basin. Lot B (2,147 sf) is at the Snedigar Road entrance into the subdivision and will contain a swale, landscaping, and signage as well as having curb, gutter, and sidewalk on its north and east sides.

Tentative map 02-2014 proposed ninety-six (96) buildable single-family residential lots. McRoy Wilbur Communities plans to reduce the number of lots to eighty-two (82) in order to create a larger dual use basin. The City Engineer has determined the reduction in the number of lots is a minor change which does not affect the validity of the map. Proposed street names will be reviewed by staff and outside agencies such as Fire and 911 to see if they are currently in use. Per RMC section 152.026 (L) all street names shall be approved by City Council. Duplication of existing names within the County will not be allowed unless the streets are obviously in alignment with existing streets and likely to sometime be a continuation of the other street. An example is Sierra Street, which is a continuation of the street from Diamond Bar West and ultimately Estelle Avenue.

Tentative Map 02-2014 was approved by the City Council after it made all of the following findings:

1. The proposed map is consistent with applicable general and specific plans. *The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted.*
2. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. *The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted as they relate to connectivity, sidewalks, and the provision of amenities.*
3. The site is physically suitable for the type of development. *The site is suitable for a new subdivision of this type.*
4. The site is physically suitable for the proposed density of the development. *The site is*

physically suitable for a proposed density of 0-8 dwelling units per net acre.

5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitats. *The design of the subdivision should not injure fish, wildlife, or their habitats, none of which are present on the site.*
6. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. *The design of the subdivision should not cause serious health problems.*
7. The design of the subdivision 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. In this connection, the City Council may approve a map if it finds that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This division shall only apply to easements of record or to easements established by judgement of a court of competent jurisdiction. *The design of the subdivision should not conflict with any easements of record.*

B. Architecture / Design Guidelines

A Design Guidelines Manual dated February 2015 will guide all future development of the subject property. The manual lacks specific architectural designs at this time so Riverbank will require a future builder to design specific house plans which adhere to the Design Guidelines Manual. When the future builder of the tentative map has been retained, they will be required to submit an Architecture and Site Plan Review application, of which the Planning Commission has final discretionary approval.

C. Transportation and Circulation

The City has required the applicant to improve portions of Santa Fe Street and Snedigar Road, including the project's frontage, to be consistent with the City's Circulation Element Street Design Standards. These improvements include installing new railroad crossing safety features on Snedigar Road just north of Patterson Road and a fair share payment towards a future signal at Snedigar and Patterson Roads.

D. Low Impact Development (LID) Standards

The City developed LID guidelines due to storm water discharge standards implemented by the State of California through the MS4 permit process. Tentative Map 02-2014 embraces the City's and State's LID guidelines. All project storm water will be collected and disposed

of on-site through the use of a terminal storm water retention basin. While the project has been designed to retain all the waters collected within the boundaries of the map. The City requires all Bruinville area developers to participate in the funding of the Nolte Storm Water Solution per the adopted Master Plan. These fees are in the adopted System Development Fees imposed on all new development in the City of Riverbank.

E. General Plan Amendment

The General Plan designation for this project is Low Density Residential (LDR) which allows the project to be built at 0-8 dwelling units per net acre. The tentative map is eighty-two (82) dwelling units on 10.7± net acres for a total of 7.6 dwelling units per net acre (“net” means excluding the basin and public street square footages). Thus, the map’s density is consistent with the LDR designation of the General Plan.

Below is a list of General Plan Policies with which the map was found to be consistent:

1. Policy DESIGN-2.5

“The City will require visually attractive streetscapes with street trees and sidewalks on both sides of streets, planting strips, attractive transit shelters, benches and pedestrian-scale streetlights in appropriate locations.” *The project will provide required street trees and architecturally accented streetlights and planting strip as seen in the Design Guidelines Manual for the proposed project.*

2. Policy DESIGN-2.7

“In general, the City will require the construction of sidewalks on both sides of all new streets.” *The applicant has provided sidewalks on both sides of all new proposed streets.*

3. Policy DESIGN-3.1

“The City will limit block lengths and encourage continuity of streets among neighborhoods to facilitate access, increase connectivity, and support safe pedestrian, bicyclist, and vehicular movement in residential neighborhoods.” *The City is requiring the applicant to make improvements at the intersection of California and Central in order to accommodate resident safety and support vehicular movements. In addition, the applicant is required to improve California and Central Avenues at the project’s frontage. Improvements will include a five (5) foot bicycle lane.*

4. Policy DESIGN-3.2

“Approved plans, projects, and subdivision requests shall provide residential site and building design that contributes to an attractive, pedestrian-friendly environment along neighborhood

streets. Approved plans, projects and subdivision requests will minimize the visual prominence of garages and instead incorporate porches, stoops, active rooms, and functionally opening windows that face the street.” *Architecture and Site Plan Review will be presented to the Planning Commission pending the purchase of the site by McRoy Wilbur Communities, to ensure these requirements are implemented.*

5. Policy DESIGN-3.5

“The City will ensure that smaller residential lots, including those with widths of less than approximately fifty (50) feet, shall minimize driveway widths, set garages back from the home structure, and minimize garage widths.” *The Planning Commission will review the proposed architectural details for the proposed project when McRoy Wilbur Communities, Inc. submits for Architecture and Site Plan Review.*

6. Policy DESIGN-5.2

“The City will encourage the use of porches, stoops, and other elements that provide a place to comfortably linger and thereby provide ‘eyes on the street,’ helping to maintain a sense of security within neighborhoods.” *The Planning Commission will review the proposed architectural details for the proposed project when the builder of the homes submits for Architecture and Site Plan Review.*

7. Policy CONS-4.2

“Approved projects, plans and subdivisions shall provide for collection, conveyance, treatment, detention, and other storm water management measures in a way that does not decrease water quality or alter hydrology in the Stanislaus River or associated groundwater recharge areas.” *The Developer has provided a stormwater basin within the project to keep the water on-site for percolation. He will be working with the City Engineer to ensure it is an appropriate size for the project. The developer is required to annex into Community Facilities District 01-2016 for back up in case of failure. Therefore, the Project is consistent with this General Plan policy concerning storm water.*

8. Policy CONS-8.6

“The City will encourage compact development to achieve more efficient use of resources and provision of public facilities and services.” *The project proposes homes on 5,000+ sf lots at a density of 7.2 homes per net acre. Therefore, the Project is consistent with this General Plan policy concerning more compact development.*

9. Policy CONS-8.9

“Approved projects, plans, and subdivision requests shall include native, drought-tolerant landscaping.” *Based upon the City’s Model Standards and Specifications for Low Impact Development Practices, conditions of project approval include a condition that “Three sets of landscape and irrigation plans shall be prepared and submitted with a fee for review and approval by a landscape architect.” This condition ensures the subdivision contains native, drought-tolerant landscaping and, therefore, is consistent with General Plan policy. Therefore, the Project is consistent with this General Plan policy concerning native, drought-tolerant landscaping.*

10. Policy SAFE-2.2

“The City will consult with fire protection service providers in reviewing development proposals. Development proposals will include City conditions that respond to concerns of fire protection service providers.” *During the review process for this project, Fire required, and the developer complied with looped water lines for the project. Therefore, the Project is consistent with this General Plan policy concerning fire protection service provider comments.*

F. Rezone

The developer requested relief from Single Family Residential (R-1) standards through rezoning the property as Planned Development (PD). The Table below compares the standards of the former and approved districts, seven (7) of which proposed smaller minimums than the R-1 zone did (*):

Type of Standard	LDR Zoning Standards	Adopted PD Standards
Lot Size	6,000 square feet minimum	5,000 square feet minimum *
Lot Width	60/65 feet minimum	50/55 feet minimum *
Lot Depth	100 feet minimum	100 feet minimum
Density	8 units per net acre	7.6 units per net acre
Height	35 feet maximum	To Be Determined
Front Setback	10 feet minimum	15 feet minimum
Garage Setback	20 feet minimum	20 feet minimum
Side Setback	5 feet minimum	5 feet minimum
Rear Setback	5 feet minimum	5 feet minimum
Lot Coverage	50% maximum	50% maximum
Accessory Height	15 feet maximum	15 feet maximum
Local Street Width	64 feet	50 feet minimum *
Sidewalks	Both sides of street	Both sides of street
Onsite Parking	2 covered spaces	2 covered spaces
Street Parking	Both sides of street	Both sides of street

Pursuant to RMC section 153.162 (E)(3), staff requests that the developer offer amenities to compensate the neighborhood for deviating from the modified minimum standards above. These amenities could include enhanced landscaping, a colored concrete or brick crosswalk, electric charging stations in the garages, upgraded front doors and garage doors, decorative wrought iron fencing in the front, open space furniture, French doors instead of sliders, etc. Other suggestions will be considered. The developer has not yet proposed any amenities, therefore staff will be working with them to develop a list.

Rezone Findings

The Planning Commission recommended approval of the rezone to PD to the City Council. In recommending approval, they found the project met the required findings of fact:

1. Each individual unit of the development if built in stages, as well as the total development, can exist as an independent unit capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development. *The development could be built in stages and exist as independent units capable of creating a good environment.*
2. The uses proposed will not be a detriment to the present and proposed surrounding land uses, but will enhance the desirability of the area and have a beneficial effect. *The site is currently a vacant parcel which surrounds a rural residential property located on Snedigar Road on the eastern side of the site. A new subdivision will reduce any blighted conditions around that property as well as add to the diverse housing stock the City has to offer to potential new residents.*
3. Any deviation from the standard ordinance requirements is warranted by the unusual design and additional amenities incorporated in the development plan which offers certain redeeming features to compensate for any deviations that may be permitted. *Possible amenities could include: electric vehicle charging outlets in garages, picnic tables, grills and trash cans, playground equipment, enhanced signage (concrete sign) and landscaping at the subdivision entrance, upgraded garage doors, French doors instead of sliding doors, brick crosswalks, colored pavement, upgraded landscaping, and similar.*
4. The principles incorporated in the proposed plan identify unique characteristics which could not otherwise be achieved under other zoning districts. *Smaller lots could not be achieved under other zoning districts.*
5. Where a PD rezone is initiated by the City, the previous findings are not required and a master plan is not required. *This PD was not initiated by the City.*

G. Park-in-lieu Fee

Pursuant to RMC Section 11-3-12(c), the Project has an obligation to pay a Park-in-lieu Fee or dedicate park land. Park-in-lieu calculations show the obligation for this project is 0.62 acres to be paid based on values of land at the time the Final Map is recorded if no land is dedicated for parkland. The developer has set aside 3.5 acres for a dual use basin. Park plans will be submitted to assist staff in determining how much of the basin will be used for storm water and how much will be used as park land to determine the developer's requirements.

Development Agreement

A. Term

A development agreement vests the rights of the developer. The term of the Development Agreement is five (5) years unless the agreement is terminated, modified, or extended. The developer may request to extend the term of the agreement one time for the length of five (5) years. The City Council may approve the extension which would then be recorded on the property in the official records of Stanislaus County.

B. System Development Fees

Developer shall pay all fees subject to the Mitigation Fee Act, Government Code section 66000 *et seq.*, including System Development Fees, impact fees, connection fees, public facilities fees or similar fees adopted by the City, and all other fees imposed as conditions of approval of the Property. City and Developer have agreed in concept to System Development Fee credits attributable to Developer.

ENVIRONMENTAL DETERMINATION

A Mitigated Negative Declaration was approved for the Diamond Bar East subdivision on March 24, 2015 when the City Council approved a General Plan Amendment, Tentative Map, and a Rezone. All Mitigations and Conditions of Approval will continue to apply during the life of the proposed Development Agreement. Therefore, the City has determined that the Development Agreement will not have a significant effect on the environment.

PUBLIC NOTICE

On March 4, 2020, public notices for the Planning Commission hearing were mailed to interested parties and property owners within 300 feet of the project location. The Planning Commission hearing notice was published in the Modesto Bee and on the City's website on

March 4, 2020. It was also posted at City Hall North, South, the post office and sent to the library on March 4, 2020. The subject property was posted on March 6, 2020.

ATTACHMENTS

Attachment 1 - Planning Commission Resolution No. 2020-003

Exhibit A – DBE Development Agreement with Exhibits A1 - H

Exhibit B – Draft Ordinance No. 2020-XXX

Respectfully Submitted By:

Donna M. Kenney
Planning and Building Manager



City of Riverbank

6707 Third Street • Riverbank CA 95367
Office: (209) 863-7128 • FAX: (209) 869-7126

This table is not for publication	
PUBLISH DATE: March 6, 2020	TO LEGAL: February 27, 2020
DEPT.: Planning	Modesto Bee

NOTICE OF PUBLIC HEARING **CITY OF RIVERBANK PLANNING COMMISSION**

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Riverbank will hold a public hearing on **Tuesday, March 17, 2020** in the City Hall Council Chambers, **6707 Third Street, Suite B, Riverbank, California**, at **6:00 p.m.** or soon thereafter to consider the following matters:

Development Agreement No. 01-2020 – Mark Wilbur – Diamond Bar East Subdivision - The project consists of a Development Agreement for the previously approved Diamond Bar East subdivision project located at 4424 Santa Fe Street (APNs 062-020-010 and 062-020-025). The project site has a General Plan Land Use Designation of Low Density Residential (LDR) and is zoned Planned Development (PD). The adoption of a Development Agreement is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines.

ALL INTERESTED PARTIES are invited to attend this public hearing to express opinions or submit evidence for or against the subject matter being considered. Written comments will be accepted by the City Clerk **up to 5:00 p.m. on said date.** Oral or written comments will be received by the Planning Commission **prior to** the close of the hearing on the subject matter being considered. Testimony cannot be given over the telephone.

Records distributed to a majority of the Planning Commission pertaining to the presentation of the subject matter, that are not privileged, will be made available for review at the City Clerk's office 6707 Third Street, Suite A, Riverbank, and at www.riverbank.org 72 hours prior to the meeting. In compliance with ADA, any person requiring special assistance to participate in the meeting should notify the Administration Dept. at (209) 863-7122 or cityclerk@riverbank.org at least 72 hours prior to the meeting. For questions regarding the proposed subject matter contact Planning and Building Manager Donna Kenney at dkenney@riverbank.org, (209) 863-7124.

Published this 6th day of March, 2020.

/s/ Janet Smallen, Sr. CDS, City of Riverbank

AFFIDAVIT OF POSTING

I, Janet Smallen, hereby certify under penalty of perjury under the laws of the State of California that the foregoing public notice was posted on the exterior bulletin board of North City Hall, South City Hall, and at the Community Center, Riverbank, CA.

Dated this 6 th day of March, 2020

/s/Janet Smallen, Sr. CDS, Riverbank, CA

For official use only:

Posted: 3/6/2020	Publish: 3/6/2020	Remove: 3/18/2020
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**City of Riverbank
Planning Commission
Resolution No. 2020-003**

**A Resolution of the Planning Commission of the City of Riverbank ("City"),
Recommending that the City Council Adopt an Ordinance
Approving a Development Agreement by and Between the
City of Riverbank and McRoy Wilbur Communities, Inc. for the
Diamond Bar East Subdivision (APNs 062-020-010 and 062-020-025)**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property; and

WHEREAS, the Riverbank City Attorney and City staff have negotiated a development agreement ("Development Agreement") with McRoy Wilbur Communities, Inc. ("McRoy Wilbur"), to provide McRoy Wilbur with a vested right to develop approximately 96 single-family residential lots on approximately 17.9 acres in connection with the project known as Diamond Bar East ("DBE" or "Project"), and to extend the life of Tentative Map 02-2014 relating to the Project; and

WHEREAS, the Development Agreement provides a vested right for McRoy Wilbur to improve, develop, and use real property to develop approximately 96 single family residential lots within DBE as defined in the Development Agreement; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) environmental impacts relating to the Project were evaluated and mitigated in the Mitigated Negative Declaration adopted on March 24, 2015, when the City Council approved a General Plan Amendment, Tentative Map, and Rezoning for the Project. Pursuant to CEQA Guidelines Section 15378, the Development Agreement is within the purview of the DBE Project, for which environmental impacts have already been reviewed. Thus, approval of the Development Agreement does not require further environmental review; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 17, 2020, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, the Planning Commission finds the Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan; and

WHEREAS, the Planning Commission finds that an ordinance approving the Development Agreement will allow the City to adequately regulate and address all impacts of the Project in the City in accordance with state law; and

WHEREAS, the Planning Commission finds that the Development Agreement ordinance is in the best interest of public health, safety, and welfare.

THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Riverbank that it hereby recommends City Council approval of Ordinance No. 2020-XXX, approving the Development Agreement between the City of Riverbank and McRoy Wilbur Communities, Inc., attached hereto as Exhibit "B" and incorporated herein by this reference.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 17th day of March 2020; motioned by Commissioner _____, seconded by Commissioner _____, and upon roll call was carried by the following Planning Commission vote of ____-____:

AYES: Commissioners:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Approved:

Donna M. Kenney, Secretary
Planning and Building Manager

Mallori Fenrich, Chair
Planning Commission

EXHIBIT A

Development Agreement

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: City Clerk

Recording fees exempt (Gov. Code §§ 6103, 27383)

(Space above line for recorder's use only)

APN: 062-020-010 and 062-020-025

DEVELOPMENT AGREEMENT BY AND BETWEEN THE

CITY OF RIVERBANK

AND

MCROY – WILBUR COMMUNITIES, INC.

RELATING TO THE DEVELOPMENT KNOWN AS THE
“DIAMOND BAR EAST”

Adopted by City Council Ordinance No. 2020-0____
on _____, 2020

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the CITY OF RIVERBANK, a California municipal corporation (“City”) and MCROY – WILBUR COMMUNITIES, INC. (“Developer”). Developer and City may hereinafter be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

This Agreement is made with reference to the following facts:

RECITALS

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted Government Code section 65864 *et seq.* (the “Development Agreement Statute”), which authorizes the City to enter into a development agreement with any persons and entities having a legal or equitable interest in real property, to provide for the development of such property and establish certain development rights therein.

B. Pursuant to the Development Agreement Statute, the City Council has adopted rules and regulations for considering and processing development agreements. This Agreement has been processed, considered, and executed in accordance with those City rules and regulations.

C. Developer represents that, as of the recordation of this Agreement, it will have a legal or equitable interest to land consisting of approximately 17.9 gross acres, as shown on the tentative map attached hereto as **Exhibit A**, and legally described in **Exhibit B** (the “Property”).

D. In addition to this Agreement, and the consolidated conditions of approval attached and incorporated hereto as **Exhibit C** (“Conditions of Approval”) the Property is subject to the following land use plans and entitlements (“Project Approvals”):

(i) On March 24, 2015, the City Council adopted Resolution No. 2015-017, approving a general plan amendment redesignating 17.9 acres to low density residential (LDR) which allows for a net density of zero to eight (0-8) dwelling units per acre;

(ii) On March 24, 2015, the City Council adopted Resolution No. 2015-018, approving tentative subdivision map 02-2014 (the “Diamond Bar East Tentative Map”) and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 96 residential lots on 17.9 acres;

(iii) On March 24, 2015, the City Council adopted Ordinance No. 2015-007, approving a rezone of 17.9 acres to Planned Development and allowing for a net density of zero to eight (0-8) dwelling units per acre;

E. On March 24, 2015, the City Council approved an Initial Study/Mitigated Negative Declaration in connection with its adoption of Ordinance No. 2015-007 approving the Rezone.

F. Developer has proposed to develop the Property into 82 residential lots (from 96 lots to increase the basin size) and related public improvements in conformance with the provisions of this Agreement and the Project Approvals (the “Project”).

G. Subsequent to the approval of this Agreement, City and Developer understand that additional land use approvals, entitlements and permits may be necessary to implement the Project (“Subsequent Approvals”). The Subsequent Approvals will include, but may not be limited to, a System Development Fee Reimbursement Agreement, a draft copy of which is attached hereto for reference as **Exhibit D**, and a Subdivision Improvement Agreement, a draft copy of which is attached hereto for reference as **Exhibit F**.

H. Pursuant to Government Code Section 65867.5, the City finds that development of the Project in accordance with this Agreement, the Project Approvals and Subsequent Approvals will provide for orderly growth within the City consistent with the goals, policies, and provisions of the General Plan.

I. In exchange for these benefits to the City, together with the public benefits that will result from the development of the Project pursuant to the Project Approvals, Developer seeks assurance that it may proceed with development of the Project in accordance with the terms and conditions of this Agreement.

J. The City shall maintain all documents mentioned in this Agreement and place them in a three-ring binder, to be maintained at all times by the Development Services Department.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following defined terms in this Agreement shall have the meanings set forth below:

1.01. “Agreement” means this Development Agreement entered into by and between the City and Developer relating to the development known as “Diamond Bar East”.

1.02. “City” shall mean the City of Riverbank, a California municipal corporation.

1.03. “City Council” shall mean the City Council of the City of Riverbank.

1.04. “City Code” shall mean the Riverbank Municipal Code.

1.05. “Conditions of Approval” shall mean the consolidated conditions of approval for the Project, attached and incorporated hereto as **Exhibit C**. The Conditions of Approval supersede previous conditions adopted in connection with City Resolution Nos. 2015-017 and 2015-018.

1.06. “Developer” shall mean, McRoy – Wilbur Communities, Inc., and may include Developer’s assignees where such assignment is validly made pursuant to this Agreement.

1.07. “Effective Date” shall mean the earliest date on which the following have both occurred: (a) the thirtieth (30th) day following the adoption by the City Council of the ordinance approving this Agreement, and (b) execution of this Agreement by both Parties.

1.08. “Facilities Districts” or “CFDs” or “CFD 2016-01” shall mean that Mello-Roos Community Facilities District that Developer shall annex into for the purpose of facilitating the long-term maintenance of public improvements serving the Property.

1.09. “General Plan” shall mean the 2005-2025 Riverbank General Plan, as amended.

1.10. “Growth Control Measure” shall mean any ordinance, resolution, minute order, policy, moratorium, rule, regulation, decision, standard or any other action taken by the City other than pursuant to voter initiative or referendum, which would otherwise be applicable to the Project, and which would (a) limit or restrict the number of building permits issued by the City for the Project; (b) limit or restrict the Project’s ability to connect to the City’s sewer system, water system, storm drainage system or any other City service; (c) alter the Project Approvals without consent of Developer, (d) limit the number of final occupancies issued by the City; or (e) any combination of the foregoing.

1.11. “Improvements” shall mean those water, sewer, storm drainage and traffic improvements identified in the Diamond Bar East Tentative Map and this Agreement.

1.12. “Landowner” shall mean the record owner of any legal parcel of the Property, whether one or more persons or entities, of fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, that Landowner shall mean and include any person or entity which is a security holder in actual possession of a Unit.

1.13. “Planning Commission” shall mean the Planning Commission of the City of Riverbank.

1.14. “Project” shall mean the land uses, densities and improvements to the Property as depicted in the Project Approvals.

1.15. “Property” shall mean 17.9 acres of real property located north of Patterson Road, east of Central Avenue, west of Snedigar Road, and south of Santa Fe Street, in the City of Riverbank and the County of Stanislaus, State of California, as shown on the Diamond Bar East Tentative Map in **Exhibit A**.

1.16. “Diamond Bar East Tentative Map” shall refer to the Tentative Subdivision Map for the Project, as approved by the City Council on March 24, 2015 by Resolution No. 2015-018, attached and incorporated hereto as **Exhibit A**, which may be amended from time to time in compliance with this Agreement.

1.17. “Subsequent Approvals” shall mean those approvals necessary to implement the Project Approvals that have not been conferred as of the Effective Date of this Agreement.

1.18. “System Development Fees” or “SDF” shall mean the City’s capital facility programs and impact fee schedule adopted pursuant to Government Code section 66000 *et seq.*

1.19. “Unit” shall mean a single family residential detached dwelling to be constructed on the land pursuant to the Project Approvals.

ARTICLE 2 GENERAL PROVISIONS

2.01. Findings. The City hereby finds and determines that entering into this Agreement will further the public health, safety and general welfare of the City and that the provisions of this Agreement are consistent with the City’s General Plan.

2.02. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency, however, between the Recitals and Articles 1 through 10 of this Agreement, Articles 1 through 10 shall prevail.

2.03. Exhibits. The following exhibits, as they may be amended from time to time, are attached hereto and incorporated as part of this Agreement (the “Exhibits”):

- Exhibit A: Diamond Bar East Tentative Map
- Exhibit B: Legal Description of Property
- Exhibit C: Consolidated Conditions of Approval
- Exhibit D: Draft System Development Fee Reimbursement Agreement
- Exhibit E: Diamond Bar East SDF
- Exhibit F: Draft Subdivision Improvement Agreement
- Exhibit G: Diamond Bar East Design Guidelines Manual
- Exhibit H: Assumption and Assignment Agreement

2.04. Property Description and Binding Covenants. Developer represents that they have a legal or equitable interest in the Property and that all other persons holding legal or equitable interests in the Property (excepting owners or claimants in easements) agree to be bound by this Agreement. The Parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties hereto.

2.05. Term.

(a) Term. This Agreement shall only become effective upon commencement of the Effective Date and shall extend for period of five (5) years thereafter (“Term”), unless said Term is terminated, modified or extended pursuant to this Agreement. Following the expiration of said Term, this Agreement shall be deemed terminated and of no further force and effect.

(b) Extension. Developer may request to extend the Term of the Agreement one time for the length of five (5) years. The City Council may approve a one-time extension. If approved, the extension shall be recorded on the Property in the official records of Stanislaus County.

(c) Termination. This Agreement shall automatically terminate with respect to any residentially zoned parcel of the Property that receives a final inspection in connection with the construction of a residential unit, provided that all improvements required to serve the parcel, as determined by City, have been accepted by City. Although such termination will be automatic, Developer or a then-existing Landowner may request that the City record a written notice of termination with the County Recorder for the applicable parcel. Termination of this Agreement for any such residential parcel shall in no way be construed to terminate or modify any assessment district, CFD, or lien previously recorded against such parcel at the time of termination.

(d) Tolling During Legal Challenge. In the event that this Agreement, or any of the Project Approvals are subjected to legal challenge by a third party, and Developer is unable to or elects not to proceed with the Project due to such litigation, the City may, in its sole discretion, toll the term of and timing for obligations imposed pursuant to this Agreement, provided that Developer must request, and if agreeable the City must provide, in writing, the terms of such tolling and any other timing considerations necessary to facilitate the tolling of this Agreement.

2.06. Amendment. This Agreement may be amended by mutual written consent of the Parties, in accordance with the provisions of Government Code sections 65867 and 65868 and this Agreement.

(a) Major Amendment. Any amendment to this Development Agreement which affects or relates to permitted uses of the Project, the density or intensity of land uses on the Property or neighboring properties or land uses, or any other material change, shall be deemed a “Major Amendment” and shall require noticed public hearings before both the Planning Commission and City Council. The City Manager, in his or her sole discretion, shall determine whether a proposed amendment constitutes a material change necessitating a Major Amendment.

(b) Minor Amendment. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that minor changes to this Agreement may be appropriate with respect to the details and performance of the Parties. The Parties desire to retain flexibility with respect to the details of the Project and with respect to items covered by the general terms of this Agreement. If the City Manager finds that clarifications, minor changes or minor adjustments are necessary or appropriate and do not constitute a Major Amendment, the Parties may effectuate such clarifications, minor changes and adjustments in a “Minor Amendment” approved in writing by Developer and the City Manager. Unless otherwise required by law, a Minor Amendment shall not require noticed public hearings.

2.07. Recordation. Once fully executed, this Agreement and any subsequent amendment or termination shall be recorded in the official records of Stanislaus County within ten (10) days after City executes such agreement, amendment or termination. Any amendment or termination of the Agreement that affects less than all of the Property shall clearly describe the portion thereof that is the subject of such amendment or termination.

ARTICLE 3 DEVELOPMENT OF THE PROPERTY

3.01. Vested Rights of Developer. By developing the Property consistent with the Project during the Term of this Agreement, Developer is assured, and City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, including without limitation, the terms and conditions in the attached Exhibits and the Project Approvals are fully vested in Developer.

3.02. Permitted Uses. The Project's permitted uses, density and intensity of use, maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location of public improvements and utilities, payment of fees, and other terms and conditions of development applicable to the Project shall be those set forth in this Agreement and the Project Approvals. Project Approvals shall not be changed without the approval of the City and Developer, except as provided herein.

3.03. Priority of Enactment. The Parties intend that this Agreement, together with the Project Approvals, shall serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to the development of the Project. In the event of conflict between various documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (1) the Development Agreement; (2) the Project Approvals; (3) the General Plan; and (4) the ordinances, resolutions, policies and regulations adopted by the City in effect on the Effective Date including the ordinances governing the permitted uses of land, the density and intensity of uses, the timing of development, and the design, improvement, construction standards, policies and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the zoning ordinance and all other ordinances, codes, rules, policies and regulations of the City.

3.04. Character Design. Each home built as part of the Project shall conform to the Community and Character Design elements of the General Plan, specifically the policies of Goal Design-3, 4, and 5. The design of each home shall be subject to architecture and site plan review by the Community Development Director based upon the adopted Diamond Bar East Design Guidelines Manual incorporated hereto as **Exhibit G**.

3.05. Improvement Standards. The Project shall comply with all improvement standards and specifications of the City, including street cross-sections, storm drainage, water, sewer, and drought tolerant landscape standards, which exist at the time that a site plan application is submitted to the City.

3.06. Storm Water Impact Standards. The Project shall adhere to the Low Impact Development Model Standards and Specifications as adopted by the City in January 2013. The project shall comply with the most current MS4 program elements imposed by the State of California and City Ordinance.

3.07. Subdivision Maps.

(a) Time Period for Tentative Map. As provided in Government Code section 66452.6, the term of the Diamond Bar East Tentative Map is hereby extended so that it will remain valid through the Term of this Agreement. The Project Approvals shall also remain valid through the Term of this Agreement, notwithstanding any condition of approval or any other provision of the Project Approvals to the contrary.

(b) Dedication of Public Lands. This Agreement shall have no effect on dedication requirements and procedures under the Subdivision Map Act (Gov. Code § 66410 *et seq.*)

3.08. Changes to Existing Land Use Regulations. The Parties acknowledge that the following changes to existing laws, ordinances and regulations shall apply to the development standards of the Project:

(a) No Growth Control Measure. Except as expressly provided in this Section or other provisions of this Agreement, no Growth Control Measure shall be applicable to the Project, any portion or phase of the Project, or this Agreement.

(b) Changes Mandated by Federal or State Law. As provided in section 65869.5 of the Development Agreement Statute, this Agreement shall be modified or suspended as necessary to comply with state or federal laws or regulations enacted after the Effective Date, which prevent or preclude compliance with one or more provisions of this Agreement. Upon discovery of a subsequently enacted and conflicting state or federal law, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of City Law or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law. In such discussions, City agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such state or federal law and that such proposed changes shall be deemed to be consistent with this Agreement without further need for any amendment to this Agreement or the Project Approvals.

(c) Construction and Technical Design Standards. Development of the Project shall be subject to changes occurring from time to time to the California Building Code, California Fire Code and subsequent citywide changes to construction or technical design standards or specifications for public improvements which are reasonably and directly related to durability or longevity of the public improvements.

(d) Other Public Agencies. The Parties acknowledge that other public agencies outside of the control and authority of the City may regulate aspects of the development of the Project. This Agreement does not limit the authority of any such public agency. To the extent Developer requires permits or approvals from other public agencies, however, City agrees to cooperate with Developer to obtain such permits and approvals for the Project.

(e) Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible, to address such emergency in a way that does not have a material adverse impact on the Project in accordance with the Project Approvals and any Subsequent Approvals. If City determines that it is not reasonably possible to address the health and safety emergency in a way that avoids any material adverse impact on the Project, City, after consultation with Developer, shall select an option for addressing the situation that minimizes, so far as reasonably possible, the impact on development of the Project.

(f) Initiatives and Moratoria. Notwithstanding any other provision of this Agreement, the Project shall be subject to any initiative or referendum that specifically overturns City's approval of the Project Approvals, and any growth limitation ordinance, resolution, rule, regulation, policy or moratorium that is adopted and applied on a uniform, city-wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Developer and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a city-wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Project or anywhere else in the City if approval would require additional sewage treatment capacity. In all other cases,

(g) City Ordinances of General Applicability. The City may apply to the Project any subsequently enacted ordinances, only if all of the following conditions apply: (i) such subsequently enacted ordinances or guidelines have general applicability to all other relevant parcels within the City; (ii) such ordinances are not in direct conflict with the adopted ordinances or guidelines that were in effect on the Effective Date, and (iii) the application of such ordinances or guidelines would not prevent development, or significantly increase the cost of development, of the Project.

3.09. Development Timing. Developer shall be obligated to comply with the terms and conditions at those times specified in either the Project Approvals or this Agreement. The Parties acknowledge that Developer cannot predict with certainty when or the rate at which phases of the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Developer, such as market orientation and demand, interest rates, competition and other factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development controlling the parties' agreement, it is the intent of the City and Developer to hereby acknowledge and provide for the right of Developer to develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the parties to this Development Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, City Council Resolution No. 1999-039 and this

Agreement. Developer shall use their best efforts, in accordance with their business judgment and taking into consideration market conditions and other economic factors influencing Developer's business decision, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals.

3.10. Conflict Resolution. If Developer believes the City has acted in conflict with the Project Approvals, Developer shall provide to the City Manager written notice describing the legal and factual basis for Developer's position. The City Manager will then respond to the allegations within thirty (30) days. If Developer is unhappy with the City Manager's response, such response may be appealed to the City Council.

ARTICLE 4

FEES, COSTS AND REIMBURSEMENTS

4.01. Processing and Inspection Costs. Developer shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.

4.02. City Impact Fees. Except as provided in this Agreement, Developer shall pay all fees subject to the Mitigation Fee Act, Government Code section 66000 *et seq.*, including System Development Fees, impact fees, connection fees, public facilities fees or similar fees adopted by the City, and all other fees imposed as conditions of approval of the Property ("Fees"), as of the Effective Date of this Agreement. New Fees enacted after the Effective Date of this Agreement shall not be imposed upon the Project. Notwithstanding the above, Fees adopted prior to the Effective Date of this Agreement applicable to the Project may be increased or reduced, provided that such revised fees (a) must be reasonable, (b) have a direct nexus to development of the Property and Project, (c) apply generally to similar private projects or works within the City, and (d) the application of any such fee to the Property shall not require an amendment to this Agreement or any Project Approvals.

4.03. System Development Fee Credits. City and Developer have agreed in concept to System Development Fee credits or reimbursements attributable to Developer, as provided in the agreement attached as **Exhibit D** (the "System Development Fee Reimbursement Agreement" or "Reimbursement Agreement"). City shall review, consider and remit fee credits and reimbursements attributable to Developer consistent with the City's System Development Fee ("SDF") program. City may update its SDF program to incorporate a sewer capacity fee, to update the traffic fee, and/or to update the community park component of the parks fee. Updates to the City's SDF program fees must occur within two (2) years after the Effective Date of this Agreement to be applicable to the subject Property. In no event, however, shall City adopt or increase the SDF fee for sewer capacity, traffic, or the community park component of the parks fee by more than twenty-five percent (25%) of the current SDF amounts shown on **Exhibit E** ("Eligible Project Specific Reimbursements") attached hereto. In the event the City Manager reasonably determines that the existing sewer infrastructure is inadequate to serve the Project, the City may increase the SDF fees to cover such improvements, but shall not exceed fifty percent

(50%) of the current SDF amounts for sewer shown in **Exhibit E**, or increase any other SDF category within the program, except sewer capacity, traffic and parks. The SDF fee for sewer capacity, traffic and parks may be subject to an annual escalation for inflation commencing five (5) years after the Effective Date, provided that in no event shall escalation exceed three percent (3%) per annum. In addition, no SDF fee increase shall apply to any property for which the Developer has previously paid, requested a credit of such SDF fee(s), or pulled a building permit for such property or building.

4.04. County Fees. Development of the Property is subject to County Development Fees. Developer must provide proof of payment of County Development Fees prior to the issuance of any building permits by City.

4.05. School District Fees. Developer agrees to pay all impact fees established pursuant to Education Code section 17620 and Government Code section 65996 to the Riverbank Unified School District, Modesto City School District and/or the Sylvan Unified School District (whichever District applies) prior to the issuance of any building permit.

ARTICLE 5 IMPROVEMENTS, SERVICES AND UTILITIES

5.01. Fire Protection. Developer acknowledges that, as of the Effective Date of this Agreement, fire protection for the Property is provided by Stanislaus County Consolidated Fire Protection District. This Agreement does not address special assessments or other fees that may or may not apply to the Property in connection with services provided by Stanislaus Consolidated Fire Protection District.

5.02. Police Services. Developer acknowledges that law enforcement services for the City are performed under contract with the Stanislaus County Sheriff's Department.

5.03. Subdivision Improvement Agreement. Developer is obligated to construct the improvements identified in the Diamond Bar East Tentative Map and Conditions of Approval. Developer acknowledges that, in order for the City to process any final map in connection with the Property, Developer shall be required to enter into a Subdivision Improvement Agreement as one of the Subsequent Approvals related to the Project, and shall be approved in a form substantially similar to the Subdivision Improvement Agreement attached hereto as **Exhibit F**.

5.04. Storm Drainage Improvements. Developer agrees to construct storm drainage improvements which shall be a condition to recording the final map, or in connection with the City's approval of a Subdivision Improvement Agreement

5.05. Parkland Dedication and Improvement. Developer may offer to dedicate parkland within the storm drainage area, in order to satisfy parkland dedication requirements in accordance with the Quimby Act (Gov. Code § 66477), currently 5 acres of parkland per 1,000 persons (1 acre of park per 58 new dwelling units) and to comply with City Code provisions related to park improvements.

(a) Dedication. To receive reimbursement for dedication of parkland within the storm drainage area, Developer must submit concept landscape drawings to the satisfaction of the Community Development Director and the Parks and Recreation Director in connection with approval of the final subdivision map for the Property. Developer will be obligated to install or bond for the landscaping improvements, which shall comply with City Drought Tolerant Landscape Standards. As the Property is currently subject to CFD 2016-01 to finance ongoing maintenance of public improvements, no additional financial mechanism shall be required for park maintenance, provided that the Property remains in CFD 2016-01.

(b) Parkland Credit. The dedicated parkland will create a dual-use basin, which serves to solve the Project's storm water obligation. Since the dedicated parkland serves as a dual-use basin, the City shall only allow a fee credit of up to fifty-percent (50%) of Developer's park-in-lieu fees, per net acre, in satisfaction of the parkland dedication requirements for the Property.

Oversizing. City and Developer may agree to the dedication of more parkland than legally required for the Project (factoring in the 50% credit as set forth above). In such case, the value of the neighborhood park improvements to be installed by Developer may be credited through the City's SDF program, up to the amount defined in the neighborhood park improvement budget in the adopted SDF program. The terms for dedicating such excess parkland shall be defined in a reimbursement agreement, in substantially similar form to the Reimbursement Agreement provided in **Exhibit C**. In no case shall Developer be entitled to any fee credit or reimbursement for construction costs that exceed the defined neighborhood park improvement budget.

ARTICLE 6 CITY OBLIGATIONS

6.01. City Cooperation. City agrees to cooperate with Developer in securing all permits that may be required by City and, to the extent applicable, state and federal agencies. In the event state or federal laws or regulations enacted after this Agreement have been executed, or action of any governmental jurisdiction, prevent, delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such state and federal laws or regulations or the regulations of other governmental jurisdictions. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

6.02. Applications for Permits and Subsequent Approvals. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Project Approvals and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner.

ARTICLE 7 DEFAULT, REMEDIES, TERMINATION

7.01. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provision of this Agreement shall constitute a default. Any Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which the default may be cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may terminate this Agreement and institute legal or equitable action to cure, correct or remedy any default, including but not limited to an action for specific performance of the terms of this Agreement. In no event shall either Party be liable to the other for consequential damages for any default or breach of this Agreement.

7.02 Developers' Default; Enforcement. No building permit shall be issued or building permit application accepted for the building shell of any structure on the Property if the permit applicant owns or controls any property subject to this Agreement and if such applicant or any entity or person controlling such applicant is in default under the terms and conditions of this Agreement, unless such default is cured or this Agreement is terminated. Developer shall cause to be placed in any covenants, conditions and restrictions applicable to the Property, or in any ground lease or conveyance thereof, express provision for an owner of the Property, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

7.03. Default by City. In the event City does not accept, review, approve or issue development permits, entitlements, or other land use or building approvals for use in a timely

fashion as provided in this Agreement or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, Developer shall have all rights and remedies provided herein or under applicable law or equity (except as limited herein). Developer shall provide City with written notice of the default and the City shall have thirty (30) days to notify Developer of City's initial action to cure the default and ninety (90) days from receipt of Developer's notice to cure the default.

7.04. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that Developer, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Stanislaus, State of California.

7.05. Effect of Termination. Termination of this Agreement shall not affect Developer's obligations to comply with the General Plan and the terms and conditions of any and all remaining Project Approvals, nor shall it affect any other covenants of Developer which expressly continue after the termination of this Agreement.

7.06. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Developer acknowledges and agrees that the City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity or meaning of this Agreement shall be that accorded to legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

ARTICLE 8 INDEMNIFICATION

8.01. Indemnification. Developer hereby agrees to indemnify the City, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from Developer or Developer's contractors, subcontractors, agents or employees operations under this Agreement, whether such operations be by Developer, or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's contractors or subcontractors. In the event of any legal action instituted by a third party or any governmental entity or official arising out of the approval, execution or implementation of this Agreement (exclusive of any such actions brought by Developer), Developer agrees to and shall cooperate fully and join in the defense by the City of such action.

8.02. Third Party Legal Challenge. In the event of any legal or equitable act, action, or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action or proceeding. If Developer elects to file a validation action in order to confirm validity

of this Agreement, City agrees to cooperate with Developer in this litigation and further agrees to refrain from raising any arguments that challenge the validity of this Agreement.

ARTICLE 9

ASSIGNMENT; MORTGAGEE PROTECTION

9.01. Mortgagee Protection. This Agreement, once executed, shall be superior and senior to any lien placed upon the Property or any portion thereof, including the lien of any deed of trust or mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Any such mortgagee or beneficiary shall be entitled to receive any notice of default under this Agreement provided that such mortgagee or beneficiary has submitted a written request to City to give such notice, setting forth the names and addresses of the persons to receive notices on behalf of such mortgagee or beneficiary and the kinds of notices to be sent to such persons. All provisions of this Agreement allowing Developer to cure any and all defaults shall also be available to any mortgagee or beneficiary entitled to notice above, should that mortgagee or beneficiary desire to cure said defaults.

9.02. Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.01 above, no mortgagee shall have any affirmative obligation or duty under this Agreement to construct or complete improvements, or to guarantee such construction or completion. A mortgagee who takes lawful possession of the Property shall, however, assume any or all development rights consistent with any vested rights and this Agreement. Foreclosure under a mortgage, deed of trust, deed in lieu of foreclosure or sale following foreclosure or deed in lieu of foreclosure is permitted without the consent of the City. Following its acquisition of all or a portion of the Project, such holder of any mortgage or deed of trust, or any successor in interest thereto, shall be entitled to the benefits of this Agreement, shall be bound by its terms and obligations, and shall have standing to enforce the provisions of this Agreement, including the terms and conditions of Project Approvals which pertain to the Project or such portion thereof in which it holds an interest. Any such holder or successor who comes into possession of the Project, or any portion thereof, shall take the Project, or such portion thereof, subject to any claims for payments or charges against the Project or such portion thereof, which accrue under this Agreement or Project Approvals prior to the time such holder or successor comes into possession of the Project or such portion thereof. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder or successor to devote the Project, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by Project Approvals and this Agreement, subject to all of the terms and conditions of this Agreement.

9.03. Assignment of Rights. Subject to compliance with Section 9.04 below, Developer may sell, assign or transfer the Project in whole or in part to any person or entity at any time during the Term of this Agreement. Developer shall seek City's prior written consent to any sale, assignment or transfer, which consent shall not be unreasonably withheld or delayed. Failure by City to respond within forty-five (45) days to any request made by Developer for such consent

shall be deemed to be City's approval of the sale, assignment or transfer in question. City may refuse to give its consent only if, in light of the proposed assignee's reputation and financial resources, such assignee would not in City's reasonable opinion be able to perform the obligations proposed to be assumed by such assignee. Such determination shall be made by the City Manager, and may be appealable by Developer to the City Council. To the extent reimbursements or fee credits from City are required pursuant to this Agreement or the Project Approvals, any and all such reimbursements and credits shall be distributed to Developer unless Developer and the subsequent Landowner specifically direct City in writing to distribute such reimbursements, or apply such credits, otherwise.

9.04. Assumption of Rights. Express written assumption of this Agreement by a subsequent Landowner of the obligations and other terms and conditions of this Agreement shall relieve Developer of such obligations so expressly assumed. Any such assumption agreement (**Exhibit H**) shall be in recordable form and shall be approved as to form by the City Attorney, and shall provide for a subsequent Landowner to contractually assume all of the rights of Developer as a Party to this Agreement with respect to the Project site, or portions thereof, which is sold, assigned or transferred by Developer to the subsequent Landowner. The City Clerk shall cause any such assumption agreement received by him or her to be duly recorded in the official records of Stanislaus County within ten (10) days of receipt. Subject to City's approval of such transfer pursuant to Section 9.3 above, upon recordation of said assumption agreement, Developer shall automatically be released from those obligations assumed by the assignee.

ARTICLE 10 GENERAL

10.01. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns, no other person shall have any right of action based upon any provision in this Agreement.

10.02. Project is a Private Undertaking. Both Parties acknowledge that the Project is a private development. No partnership, joint venture or other association of any kind between Developer and the City is formed by this Agreement. The only relationship between the City and Developer is that of a governmental entity regulating the development of private property and the owner of such private property.

10.03. Covenants Running with the Land. All of the terms and conditions contained in this Agreement are binding upon and benefit the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or any portion of the Property, whether by operation of law or in any manner whatsoever, during their ownership of the Property, or any portion thereof. All of the terms and conditions of this Agreement constitute covenants running with land pursuant to California law, including, without limitation, Civil Code section 1468.

10.04. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

10.05. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms and conditions of this Agreement, pursuant to Government Code section 65865.1. If, following such review, the City Manager is not satisfied that Developer has demonstrated good faith compliance with all the terms and conditions of this Agreement, or for any other reason, the City Manager may refer the matter along with his or her recommendations to the City Council. Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

10.06. Estoppel Certificate. City shall, within at least twenty (20) days prior written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors and assignees, an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement and that the Agreement has not been terminated and is enforceable in accordance with its terms and conditions.

10.07. Construction. This Agreement shall be subject to and construed in accordance and harmony with the Riverbank Municipal Code, as it may be amended provided that such amendments do not impair the rights granted to the Parties by this Agreement.

10.08. Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

10.09. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 3rd Street
Riverbank, CA 95367
Attn: City Manager

With a copy to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
Attn: Douglas L. White, Esq.

If to Developer: McRoy – Wilbur Communities, Inc
2909 Coffee Road #12
Modesto, CA 95365
Attn: Mark Wilbur

10.10. Prevailing Wage. Developer shall be solely responsible for determining whether construction of any or all of the improvements required in connection with the Project trigger the obligation to pay prevailing wages under California or federal law. In the event and to the extent that the payment of prevailing wages is required, Developer shall use diligent good faith efforts to ensure full compliance with those requirements. Developer shall defend, indemnify and hold harmless City, its agents, employees, officers and officials from any liability, loss, debts, costs or damages sought by a third party for a failure to pay prevailing wages in connection with the Project. The indemnification obligation set forth in this Section shall survive the termination of this Agreement.

10.11. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in the Superior Court of Stanislaus County.

10.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements whether oral or written. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by both Parties.

10.13. Counterparts. This Agreement and any and all amendments and supplements to it may be executed in notarized counterparts, and all counterparts together shall be construed as one document.

10.14. Waiver. No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or under the law.

[Signatures on following page]

DRAFT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, as defined in Section 1.07 above.

CITY	DEVELOPER
The City of Riverbank, a California municipal corporation	
By: _____ Richard O'Brien, Mayor	_____ Mark Wilbur, President On behalf of McRoy–Wilbur Communities, Inc
Date: _____	
APPROVED AS TO FORM:	
By: _____ Tom Hallinan, City Attorney	
ATTEST:	
By: _____ City Clerk	

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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 _____)

On _____, before me _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

(Seal)

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

(Seal)

EXHIBIT A1

**Diamond Bar East Tentative Map
(Original Map)**

DRAFT

EXHIBIT A2

**Diamond Bar East Tentative Map
(Proposed Revised Map)**

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EXHIBIT B

Legal Description of Property

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LEGAL DESCRIPTION

Real property in the City of Riverbank, County of Stanislaus, State of California, described as follows:

PARCEL A:

ALL OF LOTS 267, 268 AND 272 OF RIVERBANK IRRIGATION FARMS, AS PER MAP FILED JANUARY 15, 1913 IN BOOK 7 OF MAPS, AT PAGE 23 STANISLAUS COUNTY RECORDS.

EXCEPTING FROM LOTS 268 AND 272 THE FOLLOWING DESCRIBED PARCEL, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF LOT 268; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 111 FEET; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOTS 268 AND 272, A DISTANCE OF 366 1/2 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 268, A DISTANCE OF 111 FEET TO A POINT ON THE EAST LINE OF LOT 272; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 268 AND 272, 366 1/2 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JANUARY 27, 2006, IN BOOK 54 OF PARCEL MAPS, AT PAGE 29, STANISLAUS COUNTY RECORDS.

APN: 062-020-010 and 062-020-025

EXHIBIT C

Consolidated Conditions of Approval

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Exhibit C

Consolidated Conditions of Approval

1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014 and/or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project.
2. The project is subject to the recommendations of the Bruinville Public Facilities Master Plan pursuant to City Council Resolutions 2006-115 and 2006-116, including the requirement to form and annex into a Public Services Community Facilities District for Police Protection services; maintenance of storm drainage and street lighting systems; and long-term maintenance of public roads.
3. Applicant shall work with the City Engineer and the Riverbank Unified School District to design, fund and construct improvements to adequately address the issue of safe routes to schools as documented by the Riverbank Unified School District in their letter of August 18, 2014.
4. Applicant shall address the concerns expressed by the Oakdale Irrigation District (OID) with the Marrs and Santa Fe Pipelines to the satisfaction of OID. This condition is based on the OID letter dated July 24, 2014.
5. The project is required to comply with all Special Conditions discussed by the Stanislaus County Consolidated Fire District in their letter dated July 17, 2014.
6. If a final map reflecting these conditions of approval is not approved by the City Council within two years of the approval of this Tentative Map, this Tentative Map shall lapse and the applicant shall reapply to the City of Riverbank for a new Map. Applicant may not rely on this approval to begin construction of structures on parcels illustrated on the submitted map until all public improvements are inspected and accepted by the City. Notwithstanding, the Applicant may commence all on and off site work upon issuance of a grading and construction permit. Reapplications for a tentative map shall state the reasons why the applicant was unable to gain approval of a final map and why within two years from the approval of a new tentative map the project is expected to be able to file a final map, if so granted. Reapplications for tentative maps may include information submitted in the initial application by reference. The zoning will not expire, nor will any associated applications (except tentative maps and vacation and abandonment applications), unless otherwise stated in the conditions of approval. The application(s) will expire in two years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
7. If a final map reflecting the conditions of the approved tentative map is not completed within the timeframe provided by state law from the date of the granting of this approval, the City may reexamine its approval and impose

Exhibit C

additional terms or conditions to respond to significant changes in circumstances which may have occurred during that time period.

8. That a Mitigated Negative Declaration with mitigation measures has been prepared for this project in accordance with the California Environmental Quality Act and the applicant hereby agrees to incorporate all mitigation measures into the design and construction of the project. The Owners have executed a Mitigation Agreement for the project which will be recorded against the subject property to memorialize the mitigation commitments.
9. All improvements including future homes will be required to comply with the Design Guidelines for Diamond Bar Estates East and West dated February 2015.
10. Riverbank General Plan Policy CONS-5.7 states: A mitigation plan shall be prepared and reviewed and approved by the appropriate regulatory agencies for the projects where avoidance of adverse effects to special-status species is not feasible, and authorization for take of listed species shall be obtained, if necessary. The mitigation plan shall include measures to minimize potential for effects during project construction (e.g., pre-construction surveys and timing of construction) and measures to compensate for loss of special-status species habitat. Loss of Swainson's Hawk foraging habitat shall be compensated for by preservation and management of foraging habitat of at least a similar quality at an appropriate location. Mitigation plans shall identify an appropriate mitigation site, compensation acreage, performance criteria, and monitoring and management of foraging habitat of at least a similar quality at an appropriate location. Mitigation plans shall identify an appropriate mitigation site, compensation acreage, performance criteria, and monitoring and management requirements to ensure the site provides suitable habitat for the applicable species. Long-term protection of mitigation lands shall be ensured through fee title acquisition, conservation easement, or other suitable mechanisms. Long-term management of mitigation lands shall be ensured by establishing a management endowment or other suitable funding source. Alternatively, it may be appropriate to contribute funds to existing mitigation programs. Use of such a program shall be approved by the appropriate regulatory agencies.
11. Lots 76 and 77 as illustrated on the tentative map will be considered non-buildable lots until "C" Street is designed, funded, constructed and accepted by the City Council westerly to its intersection with Central Ave. These are future street improvements contemplated by the development of the property to the west of the subject property. Lots 76 and 77 shall have a temporary cul-de-sac constructed on the front portion of the parcels for emergency turn-a-round purposes.
12. Special Conditions as expressed by the City Engineer.

Streets

Exhibit C

- a. The streets shall be designed to conform to the dimensions shown on the approved tentative map.
- b. A safe route to the Riverbank elementary and Riverbank High School is required. A plan indicating safe access, including ADA compliance, sidewalks, ramps, striping and signage is to be designed and constructed.
- c. When half streets are constructed the design needs to include a half street section and a 12-foot paved lane.
- d. A slurry seal and traffic striping shall be applied to all public streets after the Notice of Completion and prior to the release of the one-year maintenance bonds at the discretion of the City.
- e. All concrete, asphalt, signs, striping or utility system damaged during construction must be replaced prior to acceptance by the City of the one-year warranty and prior to any building final inspection.
- f. Formation and annexation into a Community Facilities District is required to finance the maintenance, repair and replacement of all of the streets.
- g. The street frontage including drainage adjacent to APN 062-020-011 (about 367 linear feet) shall be fully improved to the street section suggested for Snedigar. This includes the 12-foot wide half street on the east side of Snedigar adjacent to the subject property. The City will consider the formation of an Area of Benefit to reimburse the subdivider for these off-site improvement obligations.
- h. The project proponent shall be required to fully improve the rail crossing of Snedigar near Patterson Road and pay a fair share of the intersection improvements and signalization of said intersection. All costs associated with compliance with this item are reimbursable as this item is an identified improvement as part of the Riverbank System Development Fees.

Water

- i. The water system shall be installed, tested, approved and operational prior to any residential construction.
- j. The entire water system shall be looped with no dead-end water lines.
- k. A water system analysis is required to determine when the water well #11, including well site improvements, emergency back-up power supply and associated water system improvements shall be installed.
- l. The water well site #11 needs to be acquired and granted to the City prior to

Exhibit C

the recording of the final map.

Sanitary Sewer

- m. A sewer study is required to verify that the sewer trunk lines will be designed at a sufficient size and depth to serve the entire plan area.

Storm Drainage

- n. A storm drainage system study is required to verify that the proposed storm drainage improvements will interconnect with future development and regional systems.
- o. Formation and annexation into a Community Facilities District is required to finance the maintenance, repair and replacement of storm drainage pipes, basins, inlets, filters, facility landscaping and other storm drainage features.
- p. Basins shall be designed to have a maximum depth of 10 feet with side slopes not to exceed 4:1 (H:V).
- q. All basin areas proposed lack specific designs of the areas in the after-project condition. These basins and water filtration areas shall at a minimum be landscaped including irrigation meeting the RMC's standards related to drought tolerant landscape as approved by the City. The Applicant shall be under obligation to pay for all third-party Landscape Architect Consultant charges associated with the review and inspection of the proposed landscape improvements associated with areas intending to be dedicated to the public.
- r. The storm drain basins shall be designed to handle water from the 50-year storm (2.8 inches) with the maximum basin water elevation to be one foot below the lowest gutter elevation in the tributary area being served by the basin. Two feet of freeboard is required in the basin at all times.
- s. Park Fee credits are not available for the proposed project basins unless it can be proven the drainage areas proposed meet several recreational goals of the City. This means that the basins are designed with one or more primary recreational amenities as the driving force behind the design, rather than creating a hole in the ground that serves as storm drainage basin filtering technique and secondarily as open space.

Miscellaneous

- t. All existing irrigation lines, wells, septic systems and structures shall be removed from the site. All wells shall be destroyed as per the requirements of the City of Riverbank and the Stanislaus County Department of Environmental Resources according to the Stanislaus County Well Ordinance 443, Section 3-

Exhibit C

301. All existing septic systems shall be shall be pumped and then have the box punched and broken and back filled with soil in accordance with the requirements of the Stanislaus County Department of Environmental Resources and the City.

EXHIBIT D

Draft System Development Fee Reimbursement Agreement

DRAFT

SYSTEM DEVELOPMENT FEE REIMBURSEMENT AGREEMENT

THIS SYSTEM DEVELOPMENT FEE REIMBURSEMENT AGREEMENT (the "Agreement") is made this ____ day of _____ 2020 (the "Effective Date"), by and between the City of Riverbank, a municipal corporation ("City"), and McRoy Wilbur Communities, Inc ("Developer"). City and Developer may each be referred to individually as a "Party" or collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. On March 24, 2015 the City Council adopted Resolution No. 2015-018, approving Tentative Map 02-2014 and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 96 residential lots on 17.9 acres.

B. On March 24, 2015, the City Council adopted Resolution No. 2015-018, approving Tentative Map 02-2014 (the "Tentative Map" and "Project Area"). The Tentative Map is attached hereto for reference, as **Exhibit A**.

C. On _____, 2020, City adopted Ordinance No. 2020-XXX, approving a development agreement between City and Developer (the "Development Agreement"), to extend the life of the Tentative Map, clarify the conditions of approval applicable to the Project Area, establish vested entitlements to construct 96 residential lots in the Project Area, and overall, to promote the logical and orderly development of the Project Area.

D. Developer is obligated to construct and install public improvements in the Project Area (the "Improvements").

E. City proposes to provide Developer credits for the installation of the Improvements that the City has identified in its System Development Fee ("SDF") program. The total reimbursement for each category of Improvements is provided in **Exhibit B** attached hereto (the "SDF Fee Reimbursements").

F. The revised SDF fees for each unit in the Project Area, as revised in accordance with this Agreement, is provided in **Exhibit C** attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer hereby agree as follows:

AGREEMENT

Section 1. Project Scope. Developer shall be responsible for the design, construction, installation and bonding of the Improvements. City shall approve all plans and specifications for the construction, and City shall inspect and accept the

Improvements in accordance with Riverbank Municipal Code ("City Code"). The design and installation of the Improvements shall be to the satisfaction of City in its sole discretion, in accordance with City Code.

Section 2. Reimbursement. As provided below, City shall reimburse Developer for the completion and acceptance by City of the Improvements listed in Exhibit B.

2.1. *Amount of Reimbursement.* City shall reimburse Developer an amount up to the total reimbursement, for each SDF category shown in Exhibit B provided that the Improvements are accepted by City.

2.2. *Source of Reimbursement.* Reimbursements to Developer shall come from the following:

(a) SDF Fee Credit. Upon issuance of each of the 96 building permits in the Project Area, City shall reduce the SDF fees collected from Developer for each category of SDF fees related to the Improvement to be constructed (the "SDF Fee Credit"), in an amount up to the total SDF reimbursement shown on Exhibit B.

(b) SDF Fee Reimbursement. In some cases, such as _____ the total SDF reimbursement exceeds the SDF Fee Credits available for the Project Area. In such case, after issuance of the ____th building permit in the Project Area, City shall pay the difference between the total SDF reimbursement and the SDF Fee Credits from the appropriate development impact fee fund, if funds are available, after the Improvements have been accepted by City as complete. City shall track and make payments to Developer based on the timing and priority of the request compared to other developers, using the date the City Council issues the ____th building permit as the priority date for reimbursement from City's SDF.

2.3. *Limited Obligation.* City shall only be required to provide SDF Fee Credits to Developer for Improvements listed in Exhibit B. City makes no warranty, express or implied, that SDF Fee Credits will be available to fully compensate Developer for the cost of installing the Improvements. In no event shall City be required to reimburse Developer directly from City's general fund. Developer further acknowledges that any deficiency in reimbursement for the cost of the Improvements shall in no way diminish Developer's obligations with respect to any provision in the Tentative Map or Development Agreement.

2.4. *Conditions for Payment.* City shall provide SDF Fee Credits to Developer only after all of the following conditions have been met to City's satisfaction:

(a) Developer has designed and constructed the Improvements in accordance with the City's public improvement design standards;

(b) City has formally accepted the dedication of Improvements for which the SDF Fee Credit reimbursement is sought by Developer;

(c) Developer is not in default of any obligation under this Agreement, the Development Agreement or any other agreement related to the Project Area, such as a subdivision improvement agreement; and

(d) Developer is not in default of any monetary obligation to the City, including without limitation plan check and inspection fees, loan repayments due to the City, ad valorem property taxes, special assessments or special taxes.

Section 3. Compliance with Laws. Developer shall insure that all work performed on the Improvements is performed in a manner that complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of City, as these rules and regulations may be modified or changed from time to time.

Section 4. City Inspection of Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur.

Section 5. Quality of Work; Compliance with Laws and Codes. The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is commenced.

Section 6. Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

Section 7. Limited City Obligation. The obligations arising from this Agreement are neither a debt of City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except for the issuance of SDF Fee Credits, as provided herein. Neither the City's general fund nor any special fund of City, except for the applicable account associated with each SDF

category, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of City is not pledged for the payment of any obligation arising from this Agreement. Developer shall not compel the forfeiture of any of City's property to satisfy any obligations arising from this Agreement.

Section 8. Liens, Claims, and Encumbrances. Upon request by City, Developer shall provide a written guarantee and assurance to City that there are no liens, claims, or monetary encumbrances on the Improvements, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Improvements. Notwithstanding any other provision or term of this Agreement, City shall have no obligation to make any reimbursement payments until Developer has cleared any and all liens, claims and monetary encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 9. Acceptance. The City Engineer shall accept the Improvements in his or her sole discretion, pursuant to City Code, all applicable federal and state rules and regulations, and a subdivision improvement agreement between the Parties.

Section 10. Indemnity. [omitted – see subdivision improvement agreement].

Section 11. Assignment of Fee Credits. Fee Credits to be issued by City are personal to Developer and shall not automatically run with the land or the subsequent purchasers of Developer's property. Developer may transfer or assign any or all Fee Credits associated with this Agreement by providing notice to the City through a written statement in a form acceptable to the City Attorney. City may accept the assignment of Fee Credits for the same SDF categories to future developments on a dollar-for-dollar basis. The written statement shall notify the City of the credit amount that Developer intends to transfer or assign to specified properties or developments. After receipt of such written request from Developer and prior to issuance of building permits, City shall confirm in writing the amount of related SDF fees that City will collect from the assignee. In the absence of such written statement by City, no assignee may claim SDF Fee Credits attributable to this Agreement.

Section 12. Notice. Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City:
City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Clerk

With a courtesy copy to: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Manager

And to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.

Developer: McRoy Wilbur Communities, Inc
2909 Coffee Road #12
Modesto, CA 95365
Attn: Mark Wilbur

With a copy to: _____

Either Party may give notice hereunder to designate a different address to which subsequent notices, payments or instruments shall be delivered.

Section 13. General Provisions.

13.1. *Term.* The term of this Agreement shall start as of the Effective Date written above and shall remain in effect until all Improvements have been accepted by City and City has awarded all SDF Fee Credits to Developer.

13.2. *Termination.* In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, and such default or breach is not cured by Developer within 10 business days (or such longer period as may be necessary) of written notice from City specifying such default, City shall have the option to terminate this Agreement upon written notice to Developer, or seek any available remedies at law.

13.3. *Captions.* Captions to each Section of this Agreement are for convenience purposes only, and are not part of this Agreement.

13.4. *Severability.* If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

13.5. *Governing Law; Venue.* This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California.

In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Stanislaus, State of California.

13.6. *Assignment.* This Agreement shall not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld or delayed, and any assignment without such written consent shall be void and ineffective.

13.7. *Entire Agreement.* This Agreement contains the entire agreement between the parties with respect to the reimbursement of SDF Fee Credits. The Parties acknowledge that a subdivision improvement agreement will address improvement standards, bonding requirements and other provision related to the construction of the Improvements and their dedication to City.

13.8. *Modification.* This Agreement may be amended only by a written instrument signed by the Parties.

13.9. *Counterparts.* This Agreement may be executed in counterpart s, each of which shall be deemed an original, but both of which together shall constitute one instrument.

13.10. *Exhibits.* All exhibits attached hereto are incorporated as part of this Agreement.

13.11. *Interpretation.* Each Party acknowledges it has reviewed this Agreement with its own legal counsel and based upon the advice of that counsel, freely entered into this Agreement.

13.12. *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

13.13. *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 the same or a different provision of this Agreement. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

13.14. *Other Documents.* The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

13.15. *Attorneys' Fees.* In the event any party to this Agreement commences litigation for specific performance or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court costs incurred.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above-referenced Effective Date.

CITY:

City of Riverbank, a California municipal corporation

DEVELOPER:

McRoy Wilbur Communities, Inc.

By: _____
Sean Scully, City Manager

By: _____
Mark Wilbur, President

Date Signed: _____

Date Signed: _____

APPROVED AS TO FORM:

By: _____
Tom Hallinan, City Attorney

EXHIBIT A
Tentative Map

DRAFT

EXHIBIT B

SDF Fee Reimbursements

The following improvements shall be eligible for reimbursement through the City's SDF Fee program:

Category	Fee Credit (per SFR Unit)	Total Reimbursement
PARKLAND* Dedication of a ____ acre Park which includes as a secondary purpose to the abovementioned storm water retention improvements.	Dedication Credit: \$ _____ Park Improvement Credit: \$ _____	Maximum Dedication Credit: \$ _____ Maximum Improvement Credit: \$ _____

*To receive a parkland reimbursement, Developer must comply with provisions in the recorded development agreement for the Property; e.g., prepare landscape and irrigation plan in compliance with City Drought Tolerant Landscape Standards and install open space to the satisfaction of the Community Development Director and the Recreation Director. Potential credit shall be subject to City approval of the Pocket Park plans. Reimbursement will be consistent with the adopted System Development Fees as enacted by the Riverbank City Council and would include the park improvements as well as adjacent curb, gutter, sidewalk and ½ of the adjacent neighborhood streets in the percentages described above.

EXHIBIT C

Adjusted SDF Fee Schedule

The following is the adjusted SDF Fee schedule applicable to the Project Area:

Facility Type	Single Family Residential (SFR) per unit
Streets	\$ _____
Streets – Signals & Bridges	\$ _____
Sewer Collection	\$ _____
Sewer Treatment	\$ _____
Water Distribution	\$ _____
Water Wells & Storage	\$ _____
Storm Drainage	\$ _____
Storm Drainage (Other)	\$ _____
Police	\$ _____
Fire	\$ _____
Parks & Recreation	\$ _____
General Government	\$ _____
Administration (2%)	\$ _____

EXHIBIT E

SDF

DRAFT

Exhibit E

Developer shall pay all fees subject to the Mitigation Fee Act, Government Code section 66000 *et seq.*, including System Development Fees, impact fees, connection fees, public facilities fees or similar fees adopted by the City, and all other fees imposed as conditions of approval of the Property. City and Developer have agreed in concept to System Development Fee credits attributable to Developer. City shall review, consider and remit fee credits and reimbursements attributable to Developer consistent with the City's System Development Fee ("SDF") program.

EXHIBIT F

Draft Subdivision Improvement Agreement

DRAFT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: City Clerk

Exempt from recording fees
(Gov. Code §§ 6103 and 27383)

(Space above this line for Recorder's use)

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR _____ SUBDIVISION**

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into this ___ day of __ 20__, by and between the City of Riverbank, a California municipal corporation ("City") and _____ ("Subdivider"). City and Subdivider may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement. This Agreement is made with reference to the following:

RECITALS

A. Subdivider is possessed of a tract of land consisting of approximately ___ acres, lying in the City of Riverbank, County of Stanislaus, California, known as "_____" (the "Subdivision").

B. On _____, the Planning Commission approved Tentative Subdivision Map No. _____ for the Subdivision with conditions of approval (the "Tentative Map"). Resolution No. _____ approving the Tentative Map is attached hereto as **Exhibit A** and incorporated herein by this reference (the "Resolution of Approval").

C. The Tentative Map is subject to the Subdivision Map Act (Gov. Code § 66410 *et seq.*) and the City's ordinances and regulations related to the filing, approval, and recordation of subdivision maps (together, the "Subdivision Laws") and the requirements and conditions contained in the Resolution of Approval.

D. Complete improvement plans for the construction, installation, and completion of the improvements ("Improvement Plans") have been prepared by Subdivider and approved by the City of Riverbank City Engineer ("Engineer") and Planning and Building Manager or her designee ("Manager").

E. Subdivider has presented to the City a proposed final map ("Final Map") for the Subdivision, pursuant to the provisions of the Subdivision Laws for approval and recordation.

F. In order for the City to approve and record a Final Map for the Subdivision, the Subdivider must either complete all of the improvements required by the Subdivision Laws,

Resolution of Approval, Improvement Plans and Tentative Map (“Improvements”), or execute an agreement with the City to complete the Improvements within a specified period of time.

G. In order for the City to approve and record a Final Map for the Subdivision, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider’s sole cost, expense and risk, all of the Improvements required in connection with the Subdivision, including but not limited to grading work, constructing and installing the Improvements, and all labor that is required to complete these tasks to the satisfaction of the City (“Improvement Work”).

H. Subdivider has secured this Agreement by depositing security with the City consisting of a cash deposit, bond, or letter of credit in form acceptable to the City to secure a one-year warranty of workmanship in accordance with the terms provided herein (the “Securities”).

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement. In the event of any inconsistency between the Recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

2. Effective Date and Term. This Agreement shall only become effective on the date that both Subdivider and the City have executed this Agreement (the “Effective Date”), and shall terminate only after the release of all Securities, unless this Agreement is terminated in writing signed by both Parties.

3. Dedication. Except as otherwise provided in this Agreement or in the action of the City Council approving the Final Map, the City hereby rejects all lands, rights-of-way and easements offered for dedication on the Subdivision Map or by separate instrument. Such offers, however, shall remain open and constitute irrevocable offers of dedication in accordance with Government Code section 66477.2. All such offers of dedication may be accepted by the City in its sole discretion at any later date without any further notice to the Subdivider.

4. Installation of Required Improvements. Subdivider agrees to furnish, construct and install at Subdivider’s own expense the Improvements, as shown on the Improvement Plans, which are to be installed to the sole satisfaction of the Manager and will be on file in the Development Services Department. The Improvement Plans may only be modified by the Subdivider subject to prior written approval by the Manager.

In-lieu of providing a performance bond and payment bond, Subdivider agrees to construct all of the required Improvements prior to the approval and recordation of the final map. As such, the ordinary requirements for providing a performance bond and payment bond has been waived in this Agreement.

5. Subdivider's Obligations. Subdivider shall perform each of the following, at all times, throughout the term of this Agreement:

A. Complete, at Subdivider's sole cost and expense in a good and workmanlike manner, all of the Improvements in conformance with the Resolution of Approval (and any amendments thereto), the Subdivision Laws, and all applicable standards under City codes and ordinances and the City's general plan related to the Improvements (collectively, the "Improvement Standards").

B. Commence construction of the Improvements within three (3) months from the Effective Date of this Agreement. Subdivider shall notify the Manager in writing three days before the commencement of construction of the Improvements.

C. Complete all Improvements within twelve (12) months from the Effective Date of this Agreement, unless otherwise approved or extended in writing by the City Manager for good cause, after written application by Subdivider. Such application shall state fully the grounds and facts showing good cause for such extension to be granted. In granting any extension of time, the City may require a new or amended subdivision improvement agreement to reflect increases in the costs of constructing the Improvements or other conditions related to the extension of time.

D. Furnish and pay for all necessary equipment, labor and materials to complete the Improvements in conformity with the Improvement Standards.

E. Replace or repair all public improvements, private property, public utility facilities, and surveying or subdivision monuments that are destroyed or damaged in the performance of any work related to this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private property damaged or destroyed in the performance of any work related to this Agreement. Any repair or replacement work shall be to the satisfaction, and subject to the approval, of the Manager.

F. Provide safe access for inspection by the City to the Improvements.

G. Give good and adequate warning to the public of each and every dangerous condition existing on or near the Improvements, and take reasonable action to protect the public from any such dangerous condition.

H. Perform all construction work related to installing the Improvements between 6:00 a.m. and 6:30 p.m. on weekdays and between 8:00 a.m. and 5:00 p.m. on weekends and legal holidays, unless otherwise approved in writing by the Manager.

I. Require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing any work related to the Improvements. Subdivider shall maintain an office with a telephone and Subdivider or a person authorized to make decisions and act for Subdivider in Subdivider's absence shall be available at the site of any Improvements within three (3) hours of being called at such office by the City at any time when construction work is being performed on the Improvements.

J. Assume all costs for utility and cable television undergrounding or relocation which is not the responsibility of the cable television, gas, electric, telephone or other utility company under the terms of any franchises with the City or otherwise imposed upon the utility companies by law.

K. Obtain and comply with all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

6. Estimated Cost of Improvements. The total estimated cost of the Improvements, as provided by Subdivider and reviewed and confirmed by the Engineer and Manager, is _____ (\$_____).

7. Title to Improvements. The City shall not accept any property to be dedicated or the Improvements unless they are constructed in conformity with the Improvement Plans and Improvement Standards, to the satisfaction of the Engineer and Manager. Subdivider shall retain title to, shall be responsible for, and shall bear the risk of loss to, any of the Improvements constructed or installed, until such time as the Improvements are accepted by the City. Title to and ownership of the Improvements and any real property to be dedicated shall vest absolutely in the City upon completion and acceptance of such Improvements by the City Council. The City shall not accept the Improvements unless title to the Improvements is entirely free from all liens. Prior to acceptance, at City's request, Subdivider shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

8. Acquisition and Dedication of Easements or Rights-of-Way. If any of the Improvements are to be constructed or installed on land not within the Subdivision or an already existing public right-of-way, no construction or installation shall commence before:

A. The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements; or

B. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law (Cal. Code Civ. Proc. § 1230.010 *et seq.*). Subdivider shall comply in all respects with any such order of possession.

9. Final Acceptance of Work. Acceptance of the Improvement Work on behalf of the City shall be made by the City Council upon recommendation of the Engineer and Manager, after satisfactory completion and inspection of all Improvements. Such acceptance shall not constitute a waiver by the City of any defects or deficiencies in the Improvements.

10. Repair of Defective Work. If, however, within a period of one (1) year after final acceptance by the City Council of the Improvements, any portion of the Improvements or any work done under this Agreement fails to fulfill any of the requirements of this Agreement, the Improvement Plans or the Improvement Standards, Subdivider shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or

parts of the Improvements or work. If the Subdivider fails to act promptly in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before Subdivider can be notified or correct the situation, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

11. Securities. Concurrently with or before the Effective Date of this Agreement, Subdivider shall furnish to the City:

A. *Faithful Performance Security.* [omitted; see Section 4 above]

B. *Payment Security.* [omitted; see Section 4 above]

C. *Guarantee and Warranty Security.* Securities to guarantee workmanship shall be in the amount of ten percent (10%) of the estimated cost of the Improvements, as stated in Section 6 above, to guarantee and warrant the Improvements for a period of one (1) year following their completion and acceptance against any defective work or labor done, or defective materials.

D. *Bonds.* Any bonds submitted as Securities shall be executed by a surety company authorized to conduct a surety business in California and shall be in a form as specified by the Subdivision Laws and approved by the City. All Securities deposited as bonds under this Agreement shall be irrevocable, shall not be limited as to time (except as to the guarantee and warranty period), and shall provide that they may be released, in whole or part, only upon the written approval of the Director, as provided under the Subdivision Laws and in Section 12 below. All Securities shall expressly obligate the surety for any extension of time authorized by the City for Subdivider's completion of the Improvements, whether or not the surety is given notice of such an extension by the City. No change, alteration or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as required by the Subdivision Laws.

E. *Records.* Evidence of the Securities required by this Agreement shall be kept on file with the City Clerk. If the City Council gives specific, written approval to replace the Securities by another approved security, such replacement Securities shall be filed with the City Clerk and, upon filing, shall be deemed to be incorporated into this Agreement. Upon filing of replacement Securities with the City Clerk, the replaced Securities may be released.

12. Release of Securities. The Securities required by this Agreement shall be released in accordance with the Subdivision Laws and the following provisions:

A. *Faithful Performance Securities.* [omitted]

B. *Payment Security.* [omitted]

C. *Guarantee and Warranty Securities.* The Securities provided for guarantee and warranty of workmanship shall be released after one (1) year following the completion and acceptance of the Improvements, and inspection thereof by the City's Construction Inspector and

approved by the Engineer. If, however, the Engineer and Manager determine there are defects in the Improvements that require correction pursuant to Section 10 above, the Manager shall utilize the Securities to make all necessary corrections, including payment of reasonable expenses and fees and attorney's fees.

13. Inspections.

A. The City reserves the right to inspect all Improvements at any time. Subdivider shall at all times maintain safe access for inspection of the Improvements.

B. Upon completion of the Improvements the Subdivider may request a final inspection by the City's Construction Inspector. If the Construction Inspector determines that the Improvements have been completed in accordance with all Improvement Standards and Subdivision Laws, then the Manager shall certify the completion of the Improvements to the City Council, to accept or reject in their sole discretion. The City bears no liability for any costs or expenses resulting from delays in inspections.

C. Subdivider shall bear all costs of inspection and certification, including but not limited to the direct costs of all third-party inspection agencies and City inspection consultants.

14. Default of Subdivider.

A. *Default of Subdivider.* Events of default by ("Default") by Subdivider may include, but shall not be limited to, any of the following:

i. Subdivider's failure to timely complete construction of the Improvements;

ii. Subdivider's failure to timely cure any defect in the Improvements to the satisfaction of the Manager;

iii. Subdivider's failure to timely deposit additional Securities as may be required by this Agreement;

iv. Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days;

v. the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in-lieu or in avoidance of foreclosure; or

vi. Subdivider's failure to perform any material obligation under this Agreement.

B. *Notice of Default.* In the event of Subdivider's default, Subdivider shall be deemed to be in breach of this Agreement and the City may serve written notice upon Subdivider

and Subdivider's surety, if any, of the breach of this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any default.

C. *Remedies; Performance by City.*

i. In the event of Subdivider's default under this Agreement, and the applicable cure period set forth in this Paragraph has expired without such default having been cured, the City may thereafter deliver a notice of breach to Subdivider and Subdivider's surety, if any. If the default remains uncured within fifteen (15) days from receipt of the written notice of breach, Subdivider authorizes the City to complete all work on the Improvements at the sole expense of Subdivider, and Subdivider authorizes to utilize the Securities to complete all work on the Improvements and to pay all labor costs of contractors, subcontractors and workers related to the Improvements. The City may take over the Improvements and prosecute the same to completion, by contract or by any other method the City may deem advisable, for the account and at the expense of Subdivider, and Subdivider shall be liable to City for any excess cost or damages incurred by the City thereby. In the event the City takes over the Improvements or prosecutes the same to completion, the City, without liability for so doing, may take possession of, and utilize such materials, appliances, equipment, plant and other property belonging to Subdivider as may be necessary for completion of the Improvements.

ii. The City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. The right of the City to draw upon or utilize the Securities is additional to and not in lieu of any other remedy available to the City.

iii. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by the City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this Subsection is in addition to and not in lieu of other remedies available to the City, and is not required to implement other available remedies. Subdivider agrees that the choice of remedy or remedies for Subdivider's default shall be at the discretion of the City.

iv. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by the City in securing performance of such obligations, including but not limited to costs of suit and attorney's fees, costs of Improvements in the event of failure of performance, and all administrative costs. Such costs and fees shall be a proper charge against the Securities of Subdivider.

v. The failure of the City to take an enforcement action with respect to a default or breach, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

D. *Lien.* In accordance with the Subdivision Laws (Gov. Code § 66499), the recordation of this Agreement creates a lien attached to the property underlying the Subdivision and has the priority of a judgment lien in the amount necessary to complete the Improvements.

15. Environmental Warranty.

A. For purposes of this Agreement, the terms below have the following meanings:

i. “Environmental Laws” shall mean any federal, state, or local law, rule, regulation administrative or court order, ordinance, regulatory guidance document, standard, or requirements of any government authority regulating, relating to, or imposing liability standards of conduct concerning Hazardous Substances, or that pertains to the protection of human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Conservation and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 *et seq.*); the Clean Water Act (33 U.S.C. §§1251 *et seq.*); the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*); the Hazardous Materials Transportation Act (29049 U.S.C. §§ 1801 *et seq.*); the Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 *et seq.*); the Superfund Amendments and Reauthorization Act (42 U.S.C. §§ 6901 *et seq.*); the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*); the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 *et seq.*); the Surface Mining Control and Reclamation Act (30 U.S.C. §§ 1201 *et seq.*); the Occupational Safety and Health Act (29 U.S.C. §§ 655, 657); the California Underground Storage of Hazardous Substances Act (Health and Safety Code §§ 25280 *et seq.*); the California Hazardous Waste Control Act (Health and Safety Code §§ 25100 *et seq.*); the California Safe Drinking Water and Toxic Enforcement Act (Health and Safety Code §§ 24249.5 *et seq.*); and the Porter-Cologne Water Quality Control Act (Water Code §§ 13000 *et seq.*); together with any amendments of or regulations promulgated under the statutes cited above.

ii. “Hazardous Substances” or “Hazardous Substance” shall include any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as so defined under any Environmental Laws or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead, or electromagnetic waves. Hazardous Substances include any hazardous or toxic substance, material or waste which is regulated by the State of California, the United States government, or any other governmental authority with jurisdiction over the Property. Hazardous Materials include asbestos and any other hazardous waste or substance which has, as of the date hereof, been determined to be hazardous or a pollutant by the U.S. Environmental Protection Agency, the U.S. Department of Transportation, or any instrumentality authorized to regulate substances in the environment which has jurisdiction over the Property which substance causes the Property (or any part thereof) to be in material violation of Environmental Laws.

B. Prior to acceptance of any Improvements by the City, Subdivider shall provide the City with a written warranty that:

i. Subdivider and the property being dedicated are in compliance with all Environmental Laws and are not subject to any existing, pending or threatened investigation by a federal, state, or local governmental authority regarding violations of Environmental Laws.

ii. Subdivider and its third party agents, contractors and subcontractors have not used, generated, manufactured, produced, discharged, or released on, under, or about the property to be dedicated, any Hazardous Substance except in accordance with all applicable Environmental Laws.

iii. Subdivider has not caused or permitted the release or discharge of, and has no knowledge of the release, discharge, or presence of Hazardous Substances on the property to be dedicated or the migration of any Hazardous Substances from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

C. Throughout the term of this Agreement, Subdivider shall give written notice within fifteen (15) days to the City of:

i. Any proceeding or investigation by any federal, California, or local governmental authority regarding the presence of Hazardous Substances on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

ii. Any claims made or threatened by any third party against the City or property to be dedicated regarding any loss or injury resulting from any Hazardous Substances; and

iii. Subdivider's discovery of any occurrence or condition on any property to be dedicated or any property adjacent to, or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any Environmental Law.

16. Design or Construction Defect.

A. After acceptance of the Improvements, the Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by a latent design or construction defect.

B. Provisions of this section shall remain in full force and effect for ten (10) years following the acceptance of the Improvements by the City.

C. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements and that the City shall not be liable for any negligence, nonfeasance, misfeasance, or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any Improvement Work. The Securities shall not be required to cover the provisions of this paragraph.

17. No Agency Relationship. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of the City in connection with the performance of Subdivider's obligations under this Agreement. City elected and appointed councils, commissions, officers, agents, employees and representatives ("City Agents") shall not, be liable

or responsible for any accident, loss or damage, regardless of the cause, happening or occurring to the Improvement Work or Improvements specified in this Agreement prior to the completion and acceptance of the Improvement Work or Improvements. All such risks shall be the responsibility of and are hereby expressly assumed by Subdivider.

18. Other Agreements. Nothing contained in this Agreement shall preclude the City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this Agreement commit the City to any such apportionment.

19. Indemnity/Hold Harmless.

A. The City and City Agents shall not be liable and Developer agrees to indemnify, hold harmless and defend the City and City Agents from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent acts or omissions by Developer or Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation, of the Improvements, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision and the Improvements as provided herein, and in addition, to injuries to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other Improvements.

B. Acceptance by the City of the Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section.

C. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by the City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or Improvement Work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance, or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any Improvement Work. The Security shall not be required to cover the provisions of this section.

D. City shall not be liable for approving, reviewing, checking, or correcting any plans or specifications or for approving, reviewing or inspecting any Improvement Work. Nothing contained in this section is intended to, or shall be deemed to, limit or waive any protections or immunities afforded by law to the City or City Agents for the approval of the plan or design of the Improvements, including but not limited to the protections and immunities afforded by Government Code section 830.6. Subdivider shall defend, indemnify, and hold harmless the City and City's Agents from any claim, action, or proceeding against City or City Agents to attack, set aside, void, or annul an approval of the City or City Agents concerning the Subdivision.

20. Insurance. Without limiting Subdivider's duty to indemnify the City, Subdivider shall maintain in effect throughout this Agreement a policy or policies of insurance with the specifications and limits of liability specified herein.

A. Proof of Insurance.

i. Subdivider shall provide to the City a properly executed certificate of insurance, in a form satisfactory to the City Attorney for commercial general liability coverage; automobile liability, worker's compensation insurance, professional liability insurance, and course of construction coverage from an insurance provider approved by the City and licensed by the California Department of Insurance ("Certificates").

ii. Each Certificate shall provide that such insurance will not be cancelled, reduced in coverage, or allowed to expire without thirty (30) days' prior written notice to the City.

B. Minimum insurance limits. Contractor shall maintain limits no less than:

i. General Liability. Subdivider shall maintain such commercial general liability insurance with an insurance company admitted in California with an AM Best Rating of not less than A+, as shall protect the City, the City's Agents, Subdivider, contractors, and subcontractors from claims for damages for personal injury, including death, as well as from claims of property damage which may arise from acts or omissions from Subdivider, contractors, or subcontractors for in relation to this Agreement. The amount of such insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence with umbrella liability coverage of not less than two million dollars (\$2,000,000.00). Such insurance shall also:

1. Name the City and the City Agents as insured by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitation on the scope of its protection afforded to the above-listed additional insured; and

2. Be primary with respect to any insurance or self-insurance programs covering the City and City Agents.

ii. Automotive Liability Insurance. Subdivider shall maintain automotive liability insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services or performing work under this Agreement for bodily injury and property damage with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence. Such insurance shall also:

1. Name City and City Agents as insured by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitation on the scope of its protection afforded to the above-listed additional insured; and

2. Be primary with respect to any insurance or self-insurance programs covering the City and City Agents.

iii. Worker's Compensation Insurance.

1. Subdivider shall maintain worker's compensation insurance in accordance with California Labor Code Section 3700, and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence for employer's liability.

2. In the event any work is sublet, Subdivider shall require any contractor or subcontractor to provide worker's compensation insurance for all contractor's employees or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

C. *Course of Construction.* Subdivider shall maintain course of construction insurance for a value of not less than the completed value of the Subdivision and the Improvements.

D. *Professional Liability Insurance.* Subdivider shall maintain professional liability insurance, as applicable, in the amount of not less than two million dollars (\$2,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services.

21. No Vesting of Rights. Performance of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

22. Notices. Any notice or communication required hereunder between City and Subdivider must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: Donna M. Kenney, Planning and Building Manager
-------------	---

With copies to:	City of Riverbank 6707 Third Street
-----------------	--

Riverbank, CA 95367
Attn: Sean Scully, City Manager

and

Churchwell White, LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attn: Douglas L. White, Esq.

If to Subdivider:

and

23. General Provisions:

A. *Governing Law.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

B. *Compliance with Laws.* Subdivider, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement, including but not limited to all Improvement Standards or any other applicable land use approvals. Subdivider shall be responsible for obtaining all applicable licenses and permits.

C. *Venue.* Venue for any legal proceedings initiated in connection with this Agreement shall be in the Superior Court for the County of Stanislaus.

D. *Severability.* The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

E. *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 the same or a different provision of this Agreement. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

F. *Approvals by the City.* Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

G. *Integration.* This Agreement, together with its specific references, attachments and Exhibits, constitute all of the agreements, understandings, representations,

conditions, warranties and covenants made by and between the Parties with respect to the subject matter of this Agreement. Neither Party shall be liable for any representations made, express or implied, not specifically set forth herein. It is the intention of the Parties that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

H. *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

I. *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

J. *Successors and Assigns – Covenant Running With the Land.* Subdivider shall not assign any of its obligations under this Agreement without the prior written consent of the City. Notwithstanding the above, all representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties, shall be binding upon and inure to the benefit of such Party, its successors and assigns. This Agreement, however, shall not be binding on any lot that has been conveyed to an individual homebuyer and for which a Certificate of Occupancy has been issued by the City.

K. *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

L. *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

M. *Time is of the Essence.* Time is of the essence in this Agreement in each covenant and term and condition herein.

N. *Authority.* The Parties warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement have been fully complied with.

O. *Construction and Interpretation.* It is agreed and acknowledged by Subdivider that the provisions of this Agreement have been arrived at through negotiation, and that Subdivider has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

P. *Advice of Legal Counsel.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement.

Q. *Attorney Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

R. *No Monetary Damages Against the City.* In the event of the City's default under this Agreement, Subdivider agrees that Subdivider may not seek, and shall forever waive any right to, monetary damages against the City.

S. *Modification.* This Agreement may be amended only by a written instrument signed by the Parties. Subdivider shall bear all costs of amendments to this Agreement that are requested by Subdivider.

T. *Exhibits.* All exhibits attached hereto are incorporated into this Agreement:

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Subdivider and City as of the day and year first above written.

SUBDIVIDER:

_____, President

By: _____
Name: _____
Title: _____

Date Signed: _____

CITY:

CITY OF RIVERBANK, a California
municipal corporation:

By: _____
Sean Scully, City Manager

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Tom Hallinan, City Attorney

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Stanislaus)

On _____, before me _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

(Seal)

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Stanislaus)

On _____, before me _____, a Notary Public, personally appeared Sean Scully 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)

(Seal)

EXHIBIT A

Tentative Map Resolution of Approval

EXHIBIT G

Diamond Bar East Design Guidelines Manual

DRAFT

DESIGN GUIDELINES FOR DIAMOND BAR ESTATES EAST AND DIAMOND BAR ESTATES WEST - WITHIN THE BRUINVILLE MASTER PLAN AREA

FEBRUARY 2015

CITY OF RIVERBANK

DEVELOPMENT SERVICES DEPARTMENT,
6617 THRID ST., RIVERBANK, CA 95367
Phone: 209-863-7128



Diamond Bar Estates East and West – City of Riverbank

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Project History

The area that the project is located in has been annexed into the City of Riverbank for several years. The Diamond Bar Estates project is comprised of two adjacent but not connected projects, known as East Diamond Bar and West Diamond Bar. Between 2000 and 2006, there was a master plan known as "Bruinville", of which these properties were a part of. The projects have been sitting essentially dormant until the development world gets back up to speed. The state has continued to extend the life of maps through mandated map extensions. One of the parcels still has an approved map on it while the other has expired.

The maps that were approved fit the time of high density and very compact lots. Those were salable then, but they are not as salable today. Today's buyer, because of the housing crisis, expects more for their buying dollar. They are looking for room to play with their kids and use the outdoors for their personal pleasure – Larger lots to be able to grow and expand. In discussing this project with many Realtors over the last few months, the question was raised to them "What are your Homebuyers looking for?" Unequivocally, the response was elbow room – space – room to grow without disrupting their neighbors – A backyard for the Bar-B-Q and to have a dog. Traditional Americana values that have been lost in today's busy world. Buying a home is the single biggest investment most Americans will make in their lifetime, and they want a place that they can have friends and family over to throw the football, or teach the kids how to catch a baseball. Room – and affordability – is what we are trying to achieve here. We feel we have the perfect mix of room and affordability. Much market research was done to transform this property into one that, once built, will be attractive to those that are buying. In addition, the former project as a whole was very large in scope and required an annexation. With very large projects comes challenges, like storm water retention. The Bruinville project had a communal Storm Water Basin that was offsite, and many other concepts that may have worked during the boom, but not now.

Enclosed in this package are exhibits and examples of how we propose to handle issues like storm water retention, conforming to the new LID standards imposed by the state.

Proposed Development

Our proposal consists of 2 groups of properties totaling 154 Single Family lots that are a minimum of 5,000 square feet each. We are asking for the properties to be re-zoned PD LDR, or Planned Development, Lower Density Residential to allow for decreased density and latitude regarding street sections and other amenities like custom mailboxes and street lights. Examples of some of the proposed amenities are included with this package.

Since we will not be building these homes, we are asking that the architectural component that is usually required with a PD proposal be “postponed” until we have a builder in place. At that time, we suggest that the architecture and normal requirements involving the approval of floor plans and elevations be reviewed at that time. These projects are autonomous, and can each be developed on their own, or together. Each have retaining basins and open green areas and because both of these projects lie within the current City boundaries of Riverbank.

In addition, development on the East side of Riverbank will ensure that all future and new development will not occur on just the west side of the city by Crossroads – It can occur on the easterly side of the City to try and tie the Crossroads development with the Downtown, and with this project as well.

Zoning, General Plan and Density

The proposed density of the project is approximately 5 + units to the acre. Although the General Plan calls for a higher density, and the Housing element estimates were based on those densities, those higher densities can be made up once the larger annexation takes place around this project in the future. The original approved projects for both of these sites originally had 201 homes planned versus our 154. In addition, in speaking with the SCM Group that owns the parcel along the tracks to the west and south of our proposals, they intend on doing a higher density project on those 12 acres in the future.

The City will have multiple chances of having increased density in the future, once an application for new annexation is proposed, and we feel this would be the time to address the overall density issues not only in this area, but citywide.

Water, Sanitary Sewer and Storm Drainage

Water

The water main runs in front of both sites within in Santa Fe Avenue. Stanislaus Consolidated Fire performed a test flow at the fire hydrant located at Santa Fe and Central Ave. on 9/24/14. The results of the test confirmed sufficient water to accommodate the proposed development with a test flow of 1180 GPM with a static pressure of 68 PSI and a residual pressure of 44 PSI.

Sewer

Sewer is available 200 feet from the project site, near the corner of Claus and Santa Fe Streets. Capacity is available, and the sizing of the lines in Santa Fe are adequate to accommodate our proposal.

Storm Drainage

Storm drainage and retention has always been an issue in this area. Under the old Bruinville Plan, a master basin was proposed to service not only the current annexed area, of which these proposals are a part of, but a substantially larger area encompassing literally hundreds of acres that is not currently annexed into the City.

Our proposal makes each of our projects self-sufficient, as they each have retention capabilities on site. Regarding application for Diamond Bar East, since we are bordered on the south by the Railroad tracks, we established the basin along those tracks to help buffer the project from the tracks. We have spoken to the Railroad about our proposal, and they have no objection to it thus far. Many reasons exist for establishing the basin there, as we accomplish numerous goals by placing it up against the railroad tracks: 1) The onsite retention of our storm water, 2) Buffering the community from the working railroad tracks – We are a minimum of 200 feet from the tracks to our nearest home to the north. This way, noise and any vibration from the trains will be minimal, which is not the case elsewhere in town. 3) We are providing "Green open space" for the community to enjoy, as this area will feature a walking path going east to west. When there is not water in the basin, which is most of the time, the basin will act as another park-like setting. 4) This basin was designed to be "added on to" by future development to the east and the west. Eventually the city will get proposals to develop these properties that are contiguous to our projects, and in doing so, the "Linear Park" concept / buffer / parkway / basin can be extended and added on to our basin to provide an even bigger and better experience for the residents.

Design Guidelines for Diamond Bar Estates

Purpose

The purpose of the guidelines for the Bruinville Planned Development is to provide a clear set of design policies to developers, property owners, architects and designers.

Properly located and with a well-designed street network, lower-density development reduces the need for community open spaces and maximizes the use of private open space in the front and rear yards. Utilizing Low Impact Development (LID) guidelines this will provide storm water bio-filtration at the source and enhances street and landscapes by reducing the amount of impervious surfaces.

Objectives

The Guidelines are intended to address the following objectives:

- Promote higher quality development, that maximizes personal open-spaces with larger front and rear yards.
- Create residential neighborhoods of interest which are visually pleasing.
- Provide a single-family project that features a variety of home sizes, housing types, designs and building materials.
- Provide for single-family developments that include interconnected, short blocks that diffuse traffic and provide easy, direct routes for pedestrians, bicyclists and drivers around the neighborhood.
- Provide for Low Impact Development (LID) by incorporating storm drainage designs features that pre-treatment of storm water at the source while providing ground water recharge by percolating the storm water back into the soil.
- Provide a Planned Development project that integrates seamlessly with previously approved projects and existing neighborhoods in the area.

Intent

The following design guidelines are to be used to assist developers, project applicants and City staff to assist in producing a quality Planned Development. City staff and Planning Commissioners will use these Guidelines as a framework for evaluating development proposals and for commenting on the design aspects of proposed projects.

The Guidelines will be used to augment and reinforce the City of Riverbank 2005-2025 General Plan adopted April 22, 2009, The Bruinville Area Master Public Facilities Plan, adopted September 2005 and Chapter 153 single family residential zoning of the City of Riverbank Zoning Ordinance. The LDR guidelines are general and may be interpreted with some flexibility in their application to specific projects. Variations may be considered for projects with special design characteristics during the City's development review process to encourage the highest level of design quality while at the same time providing the flexibility necessary to encourage creativity on the part of project designers. The Guidelines are also intended to ensure that new development is compatible with existing neighborhoods.

Applicability

The Guidelines for LDR Single Family Developments apply to both Diamond Bar Estates projects, East and West. LDR development, as detailed in these guidelines, can only occur in Planned Development Zones.

There is a minimum practical lot size that will accommodate one detached house and still meet the intent of these Guidelines for LDR development. These guidelines allow the project designer maximum flexibility to develop a quality project that meets the intent of the Guidelines.

Discretionary Decision Making

Every project is unique and requires a review on a case-by-case basis. This process depends upon the exercise of discretion. While some Guidelines include quantitative standards, some require qualitative interpretation. The City has the latitude to interpret the Guidelines so long as proposed projects meet the Guidelines' intent.

Architectural Review and Approvals

Architectural details, plans and elevations will be developed once a homebuilder has been selected for the projects. The City planning commission will review and approve these items through the normal site development process as provided by the Riverbank Municipal Code.

Administrative Changes

The Development Services Director has authority to correct discrepancies and conflicts within the document so long as the changes meet the overall intent of the guidelines.

Other Applicable Regulations

The Guidelines for LDR single family developments primarily address architectural and site design elements. In designing projects, designers must also reference other codes, standards and policies in effect, such as the City of Riverbank Standard Specifications, Uniform Building/Fire Code, Riverbank General Plan, Riverbank Municipal and Zoning Codes, and other applicable policies.

GUIDELINES

LDR Single-Family Detached Houses



An example of a single-family home on a Lower-Density Lot

A. Relationship to Existing Neighborhoods

New LDR residential projects should be integrated with the existing neighborhoods adjacent to them. Designs should avoid the separation caused by high, solid fencing and walls, or blank walls of buildings.

Transitions between existing and new projects should be gradual. The height and mass of new projects should not create abrupt changes from those of existing buildings. Site setbacks should consider the prevailing setback patterns of adjacent buildings.

The perimeter areas of new projects should be planned to avoid disturbing existing adjacent residential uses. The protection of privacy of adjacent residents and minimization of environmental intrusions should be a major consideration in the design of new projects.

Where existing neighborhoods have architectural distinction and/or established functional or landscape patterns, new development should incorporate characteristics of the surroundings so that there is no disruption of the streetscape and attempt to become a part of and blend into the existing neighborhood character.



Poor Transition: An older single family ranch home surrounded by much larger two story Mediterranean-style homes, creating loss of privacy and architectural disparity

B. Setbacks/Open Space

Setbacks: The front setback establishes a relationship between the house and the surrounding neighborhood. If the house is too close, indoor privacy can be compromised. If the house is too far back, people inside the house cannot observe activity on the street and can become detached from their neighborhood. Additionally, a larger front yard setback leaves a smaller private rear yard. It is equally important to ensure that the placement of the home or substantially varied elevations provide the appearance of a diverse and varied streetscape and avoid the monotonous single plane street.



An example of poor setback variation that lacks diversity and creates a monotonous streetscape

The side setback is primarily utilitarian. However, living areas of the house usually have windows that open into the side yard. Normal activity in the side yard, although limited, tends to be irritating and creates nuisances because the noise is concentrated in a small space and can be loud and irregular, such as moving trash cans or using storage sheds.

The rear yard is where most outdoor activity around under certain circumstances, where an equal amount of open space is incorporated into larger master plan areas, and for projects that do not meet the minimum number of units, a homeowner's association may not be required, provided that no private common areas are required in the development.

Open space; if well-designed, private open space, typically in the rear yard provides a place for children to play and to entertain friends. It must be large enough to allow these activities while maintaining some sense of privacy on both sides of the fence. Model homes in LDR developments should display a variety of fencing and landscape design concepts including porches, patios, walkways, covered trellises, screens and garden walls. The rear yard is where people expect to have privacy outdoors and is there children play and entertaining happens. These activities are expected and noisy, but the noise can be considered intrusive by neighbors; residents can feel as if their outdoor or indoor privacy is being invaded by rear yard neighbors. Adequate space is necessary for residents to enjoy their yards while providing a sense of privacy.

Table 1: Setbacks and Open Space for LDR PD	
Lot Size	5,000 sq. ft. min.
Minimum Width (mid-block/corner)	50'/55'
FRONT SETBACKS (A)	
Living (1 st floor) (vary front setback as noted above)	15
Living Area (2 nd floor)	15
Porches	10
Attached Garage (B) (front entry/side entry)	10/10
REAR SETBACKS *	
Living Area	20
Attached Garage (no alley/alley access) (B)	5/10
Detached Garage (no alley/alley access) (B)	5/10
Patio Covers (D)	5
SIDE SETBACKS * (A) (G) (H)	
Living Area first floor (interior side) (D)	5
Living Area (corner side) (D)	10
Detached Garage (Int. Side)	10
Attached/Detached Garages (B) (Corner Side) front entry /side entry	10
Lot Coverage	
50% of total acreage (gross)	-

NOTES:

- A. Dwelling unit & wall/fencing shall be located outside the "clear vision triangle" at street intersections.
- B. Garage setback measured from any other building and minimum of 5' from property line.
- C. Patio covers open on three sides should not exceed 30 percent of the size of the usable private open space. Setback is measured from support structures. Up to 24" overhang is permitted. No part of the structure shall be closer than 5' to property line.
- D. Includes attached garages and patio covers.
- E. Minor architectural projections, such as fireplaces and bay windows, may project into a setback or separation by up to 2 feet for a length not to exceed 10 feet or 20 percent of the building elevation length, minimum 3' clearance, excluding A/C units.
- F. Fragments less than 10' will not be counted toward the common open space area.
- G. Detached garages may be attached to the main house by a breezeway so long as the breezeway is open, post supported and the garage and house meet 1 hour fire wall ratings as stipulated by the UBC.
- H. Setbacks outlined in the above table are intended to meet the setback requirements outline in the City of Riverbank R-1 Zone of the current Zoning Ordinance.

C. Lot and Building Variation

Single-family lot patterns should be varied to avoid monotonous streetscapes. This could be accomplished by the following:

Encourage:

- Larger lots that emphasize alternating designs of front and rear landscaping
- Single-story buildings and larger lots on corners.
- Mix of single and two-story units.
- Varied building setbacks and plot placement to avoid monotonous streetscapes.
- Variation of setbacks or appearance thereof (substantially different elevations), to avoid monotonous streetscapes.

Discourage/Avoid:

- Blocks more than 600 feet long.

D. General Building Design

Variation in residences, structures and buildings is achieved through the use of quality materials, detail in design and distinct variation in floor plan and architecture, which lends visual interest, distinctive character and identity to a community. Quality in detail and design contributes not only to the long-term value of a home, but the neighborhood as well.

Encourage:

- Design diversity by providing front elevation variation throughout the plan. A minimum of three model floor plans shall be made available with 4-6 choices of elevation treatments. To accomplish this, one design should be repeated no more frequently than each fourth house. Veneer treatment where applied should turn corners and avoid exposed edges (Fig. 1).
- Provide 4-sided architecture within public views. In addition to the architectural design provided for the front elevation, design side and rear elevations to include architectural design treatment (e.g. window frames, shutters, planter boxes, window sills, etc.).
- At corner lots, side yard facades should maintain the same architectural design consistent with the front façade.
- Manipulation of building elements and massing to avoid visual monotony with particular emphasis on long streets.
- Vary roof forms and pitches when a project includes five or more homes. Incorporate home designs that rotate ridge lines both parallel and perpendicular to the street and utilize a variety of hips and gables. Other elements which add variety and break up the roof, such as dormers and turrets are encouraged.
- Roof elements of a two story building that slope downward toward the side property lines providing greater light and air between buildings particularly when the separation between the floors of the two adjoining buildings would be less than 15 feet (Fig. 2).
- Single story homes distributed evenly throughout the neighborhood to provide for seniors, the disabled, and families who prefer or desire single story homes. Single story homes are also encouraged to improve the visual character of neighborhoods and minimize the perceived density of two story neighborhoods. Single story homes shall be constructed on a minimum of 50% of the development.

Discourage/Avoid:

- Excessive repetition of identical or near identical floor plans and elevations throughout a neighborhood or subdivision with little distinct differentiation.
- The use of low quality/grade materials that do not wear well and contribute to a sense of permanence.
- Roof-mounted heating and air conditioning units.
- Keyhole entries (primary entrance hidden from view on the side or within deep recess of the building) should be avoided.
- Repetition of identical or near identical floor plans and elevations.
- Poor infill design.

E. Porches, Entries and Courts

A clear sense of entry and design interest to a home is provided through the inclusion of porches, verandas and other architectural elements that contribute to a sense of place and activity.

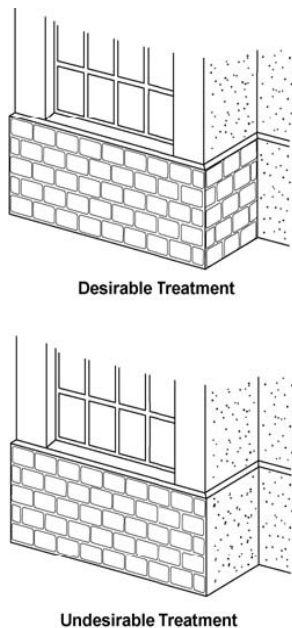
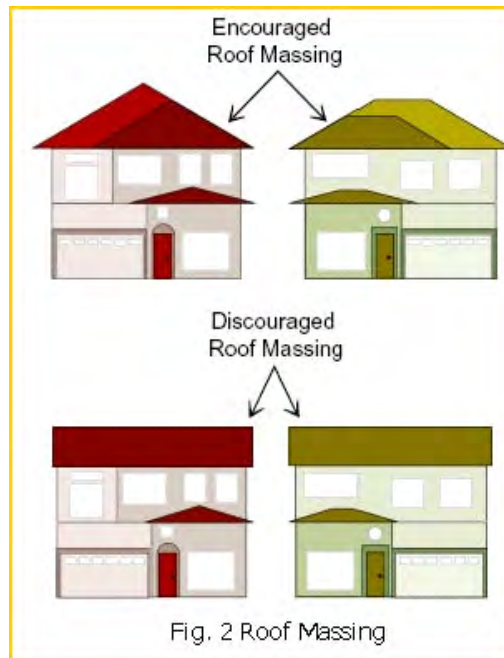


Fig . 1: Veneer Wrapping



Encourage:

- Fronts of houses and entries that face the street. Each house should have a clearly identified entry and have active use of windows (i.e. living room, kitchen) facing the street.
- Front porches large enough to accommodate chairs provide an opportunity for increased interaction among neighbors (minimum dimension of 6'x6' or 5'x7, plus circulation area).
- Porches that provide weather protection and shade are desired.
- Entries and porches that incorporate railings, short walls, trellises and roofs to add architectural detail and character and visual interest to the homes.

Discourage:

- Small entries not seen from the street.
- Locating the porch or entryway in a location obstructed by the garage or side of the house.
- Locating entryways and windows that are small and oriented to the interior or side of the site.

F. Garage Frontage and Placement

Conventional suburban development typically places the garage in a prominent location on the lot closer to the street with the house back farther from the street. The effects of garage-forward placement are to obstruct the view of the street from inside the house, to make the garage the most important feature of the house, to encourage the driver to enter the house through the garage door and prevent interaction with neighbors, and to decrease the appeal of the street. Safety is decreased and the general appeal of the street also declines.

The following measures are suggested to minimize the visual impact of garages:

Encourage:

- For garages accessed from the street, the garage face should be recessed a minimum of five feet from the primary living area façade
- Detached garages accessed from either an alley or a single-car driveway approach from the street.
- Alley loaded designs particularly for narrow lots are strongly encouraged.
- For homes facing out at community perimeter, rear loaded garages accessed from street rather than alley.



Discourage homes with recessed entry that limit the view of the street.



Encourage recessing the garage from the primary-living area reduces its impact on the front façade.



Encourage de-emphasized garage doors that are offset from the primary living area

- Attached garages should be designed to de-emphasize the garage door by techniques such as recessing the garage door 12"-18", by providing pillars or substantial trellis accents and utilizing upgraded garage doors.

Discourage/Avoid:

- For garages accessed from the street, garage frontage comprising 50 percent or more of building frontage.

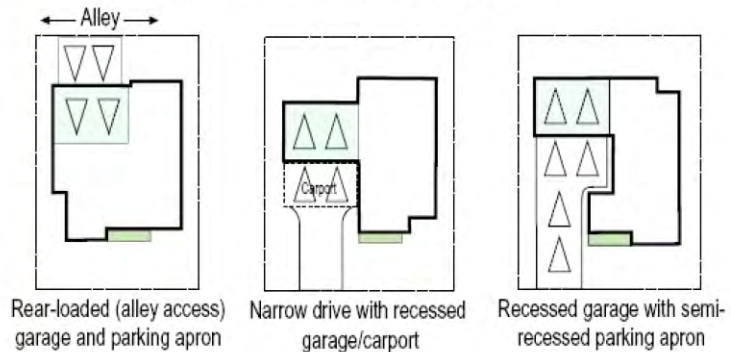
G. Driveways



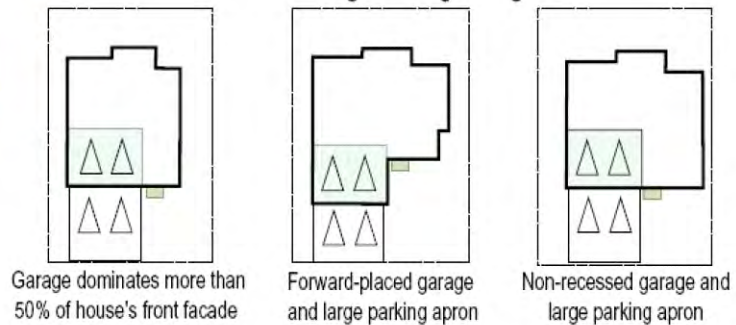
Discourage homes with garages that dominate the front elevation.

- Attached garages should be designed to de-emphasize the garage door by techniques such as recessing the garage door 12"-18", by providing pillars or substantial trellis accents and utilizing upgraded

Desirable Garage/Parking Configurations



Undesirable Garage/Parking Configurations



Driveways can consume a substantial amount of lot area. A typical automobile is approximately seven feet wide and one to two feet of space is needed on either side to allow access to car doors. In order for the house to relate to the street and to allow observation of the street from inside the house, the width of the lot helps dictate the width of driveway access from the street (one- or two-car approach) or whether the garage should be accessed from an alley at the rear of the lot.

Encourage:

- Different paving treatment to driveways, including colored concrete, stamped concrete patterns, paver insets, etc.
- Single-car width driveways that widen to two-car aprons at recessed or detached garage.
- Placement of driveways and garages within the development, as well as narrower driveway aprons, to maximize on-street parking.



Encourage homes with single-car width driveway that widens to a two-car approach in front of recessed garage.

H. Parking

Most transportation occurs through the use of the private automobile. Because of this, the Zoning Code requires a minimum of two parking spaces for every single family house. With the increasing number of automobiles in every household, there is an increased need for parking, which is typically provided on the driveway and on the street. At the same time, the current trend is toward an increase in homeownership among single adults and the future will likely see an increase in the use of transit, walking, and bicycling for transportation, particularly as density increases and daily needs are better integrated into the fabric of the city.

Two enclosed off-street parking spaces will be required for each housing unit. Tandem parking spaces will be allowed provided that the minimum width of the garage door is 9' wide and that additional off-street parking be provided at a ratio of one space per each four homes. In addition, one on-street parking space will be required for each dwelling. The placement of driveways and garages within the development, as well as narrower driveway aprons, shall be utilized to maximize on-street parking. Shared driveways are also encouraged. Off-street parking spaces within the development located within 150 feet of the unit served, may also be considered. Community off-street parking shall be generally provided adjacent to Community Open Space. Additional Community off-street parking can be provided throughout the community at locations that have the ability to serve numerous homes as approved in the site plan.



Community off-street parking adjacent to homes

I. Walls, Fences and Entry Features

Residences on the perimeter of new development should be oriented to existing streets, where applicable, minimizing the extent of sound walls or rear yard walls, except where necessary due to acoustical requirements. Frontage roads are preferred in lieu of sound walls wherever possible. The design of walls and fences, as well as the materials used, should be consistent with the overall development's design. Fence and wall color should be compatible with the development and adjacent properties.

Wall design and selection of materials should consider maintenance issues, especially graffiti removal and long-term maintenance.

Encourage:

- Sound walls should have a rhythm rather than a single monotonous design along the entire length.
- Periodic entries to minimize walking distances and integrate bike paths along the major roads.
- Walls architecturally integrated with adjacent buildings and landscape buffer.

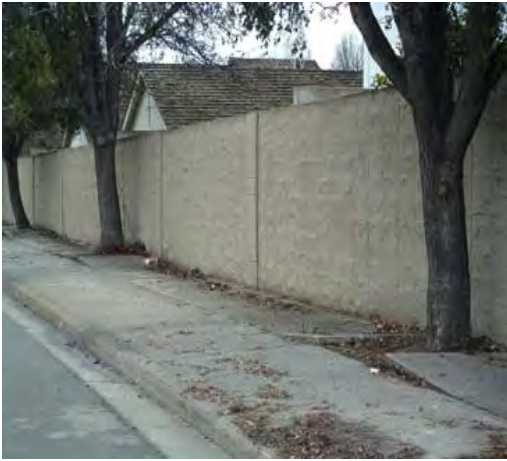


Fence that has been constructed low but topped with lattice creating a sense of privacy.

- Additional landscape setbacks, street trees and accent trees at entries to improve the appearance of sound-walls.
- Landscaping and berms to minimize the visual impact of long continuous sound walls.
- Concrete capstones on stucco walls to help prevent water damage from rainfall and moisture.
- Fences and/or walls visible from streets should be architecturally integrated with adjacent buildings and are encouraged as a means of visually tying buildings together.
- Low walls or fences (3'-4' high) at front or side yard patios where desired in lieu of porch railings, provided the wall/fence design is compatible with the architectural style of the house.
- Accent landscaping and trellises to set off development entries are desirable.

Discourage:

- Long walls separating subdivisions from street access and other subdivisions. This type of development restricts movement between neighborhoods and creates "dead" spaces along pedestrian corridors, as well as increasing driving and walking distances. Back-up and side-on conditions requiring walled streets.
- Wood fencing along streets since it is not a long-term quality material.



Discouraged: Long walls that isolate neighborhoods and paved over appearance created by lack of landscaping.

J. Landscaping

New LDR single-family developments typically have generous amounts of landscaping due to the larger front and rear yards. Landscape design guidelines are intended to improve the appearance of the streetscape with landscaping and street trees to diminish the impact of the development and provide a softer appearance

Encourage:

- Street trees or yard trees at approximately 20' to 25' on center along each side of the street (minimum 1 per lot, 2 per corner lot one on each street frontage).



Landscaping should provide a broad palate of trees and plants that are compatible to the regions climate.

- Separated sidewalks with "tree lawns" (min. 7' wide) (i.e. "parkways"). These may be planted in lawns or other appropriate ground cover (irrigation is required) if recorded with a landscape easement.
- A minimum of 15 gallon tree specimens for all street and yard trees (consult the Public Works Department, regarding tree selection).
- Tree species which attain a height in excess of 25 feet and develop a minimum canopy of 20 feet at maturity.
- Accent trees at special locations within the neighborhood.

- Variety of planting palettes for front yard landscaping to soften the development, reinforce the home design, and add variety to the streetscape.
- Front yard landscaping which reinforces other design elements of the home such as vines on trellises, hedges or low fences and walls.

K. Mailboxes

Mailboxes should be located in highly visible, heavy use areas for convenience, to allow for casual social interaction, and to promote safety.

Encourage:

- Incorporate design features, such as a built frame, consistent with the development's architectural style.

Discourage:

- Pedestal-mounted cluster mailbox units.



M. Street Design Elements and Access

A street serves as more than a place to drive or park a car. Besides its most basic function as a transportation conduit for bicyclists and pedestrians, as well as for cars, a street serves architectural and social functions. Houses relate to the street on which they are located; streets serve to formalize the street edge and demarcate public and private space. Streets are where neighbors meet informally and neighborhood bonds are created. Minimal street connections within a subdivision and to the external street network increase the need to drive and the number of miles driven, discourage walking and bicycling, and reduce emergency access. The site shall be designed to provide accessibility for emergency vehicles.



Variety of planting palettes that soften the development and add to the variety of the streetscape



Sidewalks separated from the street by planting strips and tree wells are strongly encouraged

N. Lighting

Lighting should relate to the pedestrian scale of residential neighborhoods and should be considered a design element, rather than simply utilitarian.

Encourage:

- Light standards less than 15 feet in height. Decorative Visco VI-X-1-OF standard or equivalent standard with the same bulb type as the Visco are encouraged.
- Bollard lighting is encouraged along walkways.
- Metal halide luminaries should be utilized.
- Shielded light fixtures that minimize light “throw” off-site.
- Residentially scaled street lights.



Encouraged; Residential scaled lighting with ornamental design features

Discourage/Avoid:

- “Cobra head” street lights
- Sidewalks adjacent to street.
- Large-radius corner.
- Cul-de-sac and dead-end streets.

P. Utilities, Infrastructure & Easements Any and all private infrastructure shall be constructed to City standards. Public Utility Easements shall be provided for all public utility connections, in compliance with City Standards. To the maximum extent feasible, utility boxes, transformers, etc. shall be located in a manner to reduce their visual impact on the streetscape, which may include undergrounding or appropriate screening as determined by the City.

Q. Low Impact Development (LID)

Low Impact Development (LID) is an innovative stormwater management approach with a basic principle that is modeled after nature: manage rainfall at the source. LID's goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and retain runoff on-site. Techniques are based on the premise that stormwater management should not be seen as stormwater disposal. LID addresses stormwater through small, cost-effective landscape features located at the lot level. These landscape features, known as Integrated Management Practices (IMPs), are the building blocks of LID. Almost all components of the urban environment have the potential to serve as an IMP. This includes not only open space, but also rooftops, streetscapes, parking lots, sidewalks, and medians. LID is a versatile approach that can be applied to new projects.



Filterra® Stormwater Bioretention Filtration System

Encourage:

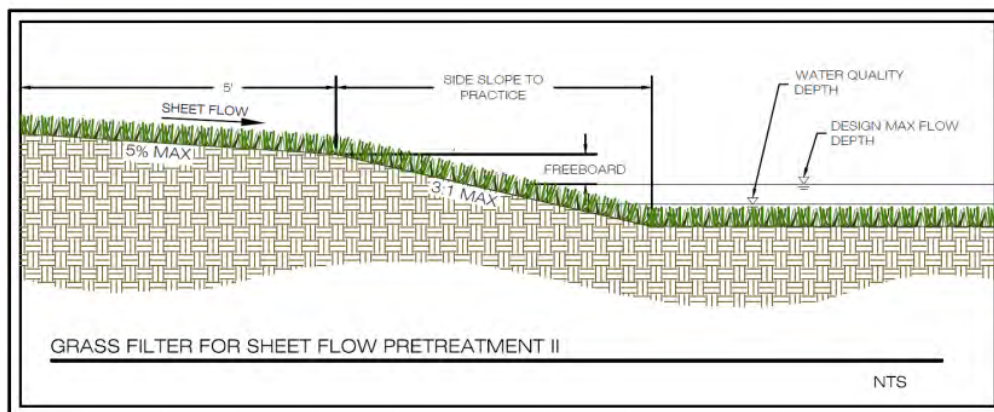
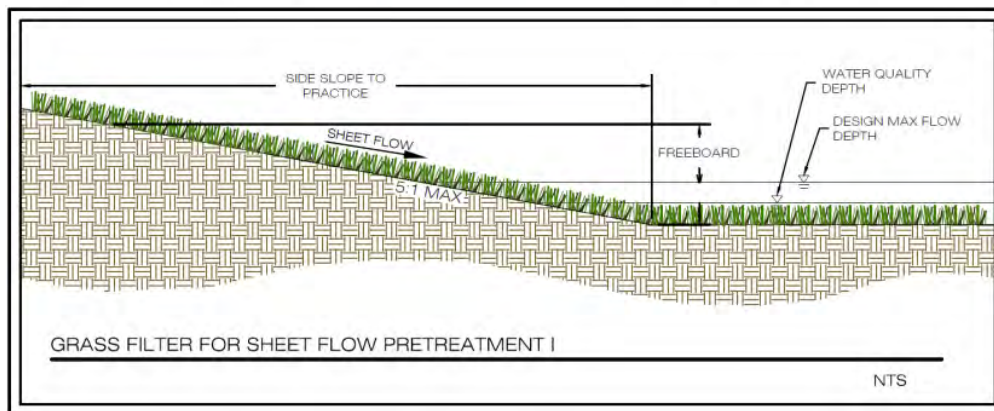
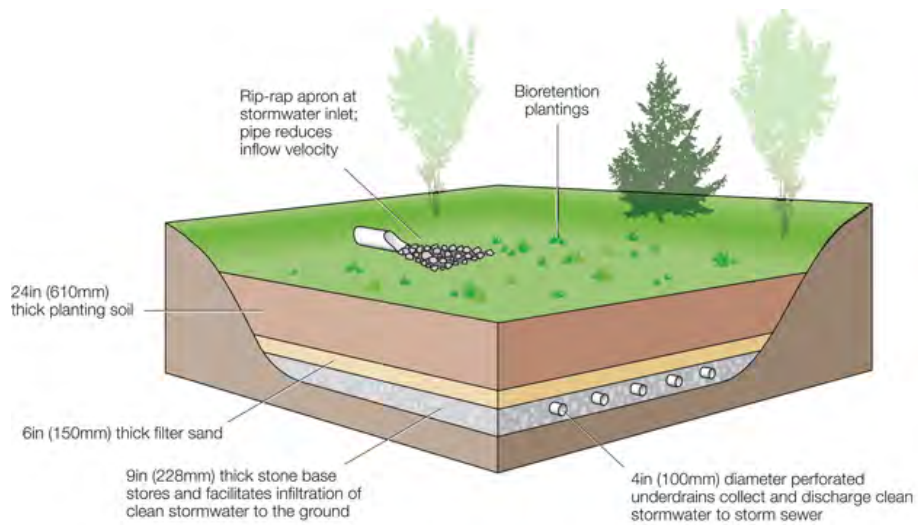
- Bio-retention swales for on-lot storm water run-off
- Decrease amount of impervious surfaces, through efficient street section widths, use of pervious materials
- Use landscape facilities for pretreatment of storm water
- Sufficient Capacity of total storm system to retain water on-site
- Treat storm water at the source
- Groundwater recharge

Discourage:

- Fully piped storm drainage system
- Discharge of storm water to nearby river/creek/waterway

LID allows for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, and public health / quality of life. Today, bio-retention is one of the LID techniques available to users. Other techniques, such as permeable pavers and disconnected downspouts are all effective tools to help developers control pollutants, reduce runoff volume, manage runoff timing, and address a number of other ecological concerns.

LID has numerous benefits and advantages over conventional stormwater management approaches. In short, it is a more environmentally sound technology and a more economically sustainable approach to addressing the adverse impacts of urbanization. By managing runoff close to its source through intelligent site design, LID can enhance the local environment, protect public health, recharge groundwater tables and improve community livability - all while saving developers and local government money.



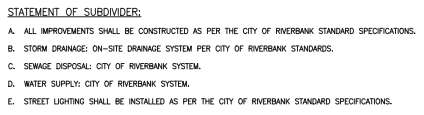
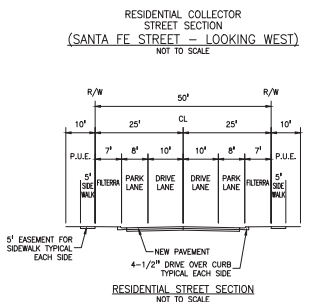
TM 1

EXHIBIT H

Assumption and Assignment Agreement

DRAFT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Riverbank
6707 3rd Street.
Riverbank, CA 95367
Attention: City Clerk

Recording fees exempt (Gov. Code §§ 6103, 27383) (Space above line for recorder's use only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") shall be deemed effective as of _____, 20__ ("Effective Date"), by and between _____, a _____ ("Assignor") and _____, a _____ ("Subsequent Landowner").

R E C I T A L S

A. Assignor has entered into a Development Agreement with the City of Riverbank, dated _____, 20__, which was recorded on _____, 20__ as Document No. _____ in Book _____, Page _____ of the Official Records of Stanislaus County, California (the "Development Agreement").

B. Assignor has agreed to develop property pursuant to the Development Agreement, which is now proposed for assignment pursuant to this Agreement, and is more particularly described as _____, as set forth in more detail in the Legal Description attached and incorporated hereto as **Exhibit A** (the "Assigned Parcels").

C. Subsequent Landowner desires to assume [all of Assignor's rights, duties and obligations under the Agreement] [a portion of Assignor's rights, duties and obligations as set forth in this Agreement] with respect to the Assigned Parcels and Assignor seeks to be relieved of said assigned rights, duties and obligations in reference to the Assigned Parcels.

NOW, THEREFORE, Assignor and Subsequent Landowner hereby agree as follows:

A G R E E M E N T

1. Assignor hereby assigns, effective as of [the Effective Date or Assignor's conveyance of the Assigned Parcels to Subsequent Landowner], [all of] *or* [if only a portion of, describe] the rights, interests, burdens and obligations of Assignor under the Agreement with respect to the Assigned Parcels. Assignor retains all of the rights, interests, burdens and obligations

under this Agreement with respect to all property other than the Assigned Parcels within the Subject Property owned by Assignor.

2. Subsequent Landowner hereby assumes all of the rights, interests, burdens and obligations of Assignor under this Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcels. It is the express intention of both Assignor and Subsequent Landowner that, upon the Effective Date, Subsequent Landowner shall become substituted for Assignor as a “Developer” under the Development Agreement with respect to the Assigned Parcels. Assignor acknowledges that Assignor shall remain subject to the duties and obligations of the Development Agreement if Assignor retains any portion of the Subject Property subject to the Development Agreement.

3. All of the covenants, terms, and conditions of this Agreement and set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Subsequent Landowner’s address for all notices, as described in Section ____ of the Development Agreement, shall be as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the above-referenced Effective Date.

ASSIGNOR:

_____, a _____

SUBSEQUENT LANDOWNER:

_____, a _____

APPROVED:

City Manager

EXHIBIT A

Assigned Parcels

[Provide legal description of assigned parcels]

EXHIBIT B

Ordinance No. 2020-XXX

EXHIBIT B

CITY OF RIVERBANK ORDINANCE NO. 2020-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING DEVELOPMENT AGREEMENT NO. 01-2020 FOR THE DIAMOND BAR EAST RESIDENTIAL PROJECT (APN 062-020-010 and 062-020-025)

WHEREAS, McRoy Wilbur Communities, LLC, which proposes to develop 85 residential lots in the City of Riverbank (“City”) and related public improvements, is requesting to extend by Development Agreement the life of Tentative Map 04-2014, a subdivision known as Diamond Bar East (the “Project”); and

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et. seq.* (“Development Agreement Statute”), which authorizes the City and property owner to enter into a development agreement that establishes certain development rights in real property that is the subject of a development project application; and

WHEREAS, consistent with the requirements of the Development Agreement Statute, the City has adopted Resolution No. 99-39 establishing rules, regulations, and limitations for Development Agreements; and

WHEREAS, On March 24, 2015, the City Council adopted Resolution No. 2015-017, approving a general plan amendment redesignating 17.9 acres to low-density residential (LDR) which allows for a net density of zero to eight (0-8) dwelling units per acre; and

WHEREAS, On March 24, 2015, the City Council adopted Resolution No. 2015-018, approving Tentative Map 02-2014 and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 85 residential lots on 17.9 acres; and

WHEREAS, On March 24, 2015, the City Council adopted Ordinance No. 2015-007, approving a rezone of 17.9 acres to Planned Development and allowing for a net density of zero to eight (0-8) dwelling units per acre; and

WHEREAS, the City of Riverbank Planning Commission held a duly noticed public hearing on Tuesday, March 17, 2020 to consider the Diamond Bar East Development Agreement and provided their recommendation to the City Council; and

EXHIBIT B

WHEREAS, the City and McRoy Wilbur Communities, Inc. intend to enter into a Development Agreement concerning the Project pursuant to California Government Code section 65864 and Resolution No. 99-39; and

WHEREAS, the City Council of the City of Riverbank held a duly noticed public hearing on _____, 2020 to consider the introduction of the Diamond Bar East Development Agreement for first reading; and

WHEREAS, the City Council of the City of Riverbank held a duly noticed public hearing on _____, 2020 to consider the approval of the Diamond Bar East Development Agreement; and

WHEREAS, the City Council for City of Riverbank, based on its independent review and analysis, the staff analysis, oral and written testimony, and the record as a whole, finds, after due study, deliberation and public hearing, and based on its independent judgment, the following:

1. The Project is consistent with the goals, policies, and standards of the City of Riverbank General Plan and all other applicable standards and ordinances of the City of Riverbank; and
2. The City Council finds that the Diamond Bar East Development Agreement:
 1. Is consistent with the objectives, policies, and programs and residential land uses established by the 2005 Riverbank General Plan; and
 2. Is consistent with the provisions of Government Code Section 65864 through 65869.5; and
 3. Is in conformity with the public convenience and general welfare and good land use practices because the terms of the Development Agreement establish appropriate and adequate mechanisms to fund and install infrastructure needed to support public services relating to the Project and General Plan planning area; and
 4. Will provide funding and infrastructure to support the Project, and will not adversely affect the orderly development of property or the preservation of property values; and
 5. Will provide funding and infrastructure to ensure that adequate public services are available to serve the Project without being detrimental to the health, safety, and general welfare of the City of Riverbank; and
 6. Provides sufficient benefit to the City to justify entering into the Development Agreement.

EXHIBIT B

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

Section 1: The City Council of the City of Riverbank approves a Development Agreement by and between McRoy Wilbur Communities, LLC. and the City of Riverbank relating to the development known as “Diamond Bar East” located on the following APNs: 062-020-010 and 062-020-025.

Section 2: The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement.

Section 3: Notice of the public hearing on the proposed Development Agreement Ordinance was published in the Riverbank News, a newspaper of general circulation, on March 4, 2020; and Notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor’s roll, on March 4, 2020.

Section 4: Pursuant to the California Environmental Quality Act (CEQA) environmental impacts relating to the Project were evaluated and mitigated in the Mitigated Negative Declaration adopted on March 24, 2015, when the City Council approved a General Plan Amendment, Tentative Map, and Rezoning for the Project. Pursuant to CEQA Guidelines Section 15378, the Development Agreement is within the purview of the River Run Project, for which environmental impacts have already been reviewed. Thus, approval of the Development Agreement does not require further environmental review.

Section 5: If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Riverbank hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

Section 6: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing was introduced at a regular meeting of the City Council of the City of Riverbank held on the _____ day of _____, 2020; motioned by Council Member _____, seconded by Council Member _____, and upon roll call was carried by the following vote ____:

EXHIBIT B

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

**CITY OF RIVERBANK
PLANNING COMMISSION
STAFF REPORT**

ITEM NO: 3.2

March 17, 2020

SUBJECT: Conduct the Public Hearing, and Table Consideration to Approve Planning Commission Resolution #2020-004 Recommending Approval to the City Council of a Proposed Ordinance and Development Agreement No. 03-2019 and Resolution #2020-005 Recommending Approval of Conditional Use Permit No. 01-2020-Aeriz to Permit Commercial Cannabis Activities at 2906 Santa Fe Street (APN: 132-034-012, 132-023-020, 132-034-017, and 132-010-027)

FROM: Donna M. Kenney, Planning and Building Manager

RECOMMENDATION:

It is recommended that the Planning Commission conduct the public hearing and table the matter by:

1. Requesting questions or comments by the Planning Commissioners;
2. Open the public hearing;
3. Receive comments;
4. Inquire for the record if any written comments were received by staff for this item;
5. Close the public hearing; and
6. By roll call vote, table the public hearing until further notice (tentatively at the next regular meeting of April 21, 2020).

SUMMARY:

At the request of all parties involved with this matter it is best that this item be tabled due to continued negotiations of the agreement. It is anticipated that another public hearing to consider these matters will be scheduled to occur at the next Planning Commission meeting on April 21, 2020. Let it be known that all public noticing requirements pursuant to the California Government Code for a public hearing will be conducted.



City of Riverbank
Office of the Planning and Building Division
6707 Third Street • Suite A • Riverbank CA 95367
Dept.: (209) 863-7122 • Direct: (209) 863-7198 • FAX: (209) 869-7100
E-mail: cityclerk@riverbank.org

NOTICE OF CONTINUANCE OF A PUBLIC HEARING
CITY OF RIVERBANK PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that the February 18, 2020 public hearing of the Planning Commission of the City of Riverbank to consider **Development Agreement No. 03-2019 and Conditional Use Permit 01-2020 – Aeriz**, has been *continued* to the regular Planning Commission meeting of March 17, 2020 at the City Hall Council Chambers, 6707 Third Street, Suite B, Riverbank, CA 95367; to be heard at 6:00 p.m., or as soon thereafter as the matter may be heard.

Posted: February 19, 2020
/s/Janet Smallen,

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, meeting facilities are accessible to persons with disabilities. Any person requiring special assistance to participate in the meeting should notify the Administration Dept. at (209) 863-7122 or City Clerk at cityclerk@riverbank.org at least 72 hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

I, Janet Smallen, declare that I am the Recording Clerk of the Riverbank Planning Commission, and that at a regular Planning Commission meeting held on February 19, 2020, Public Hearing Item 4.3 was opened for public comment and after consideration, *continued* to the March 17, 2020, regular Planning Commission meeting. I further declare that this notice was posted at a conspicuous place (exterior bulletin Board) near the door at which said meeting was held within 24 hours of the time the continuance was affirmed by the Planning Commission. I declare under penalty of perjury that the foregoing is true and correct.
Posted this 19th day of February, 2020
/s/Janet Smallen,

For official use only:

Posted: February 19, 2020	Publish: February 4, 2020	Remove: March 18, 2020
---------------------------	---------------------------	------------------------

(Copy of original public hearing notice attached.)



City of Riverbank

6707 Third Street • Riverbank CA 95367
Office: (209) 863-7128 • FAX: (209) 869-7126

This table is not for publication	
PUBLISH DATE: February 5, 2020	TO LEGAL: January 29, 2020
DEPT.: Planning	Riverbank News

NOTICE OF PUBLIC HEARING **CITY OF RIVERBANK PLANNING COMMISSION**

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Riverbank will hold a public hearing on **Tuesday, February 18, 2020** in the City Hall Council Chambers, **6707 Third Street, Suite B, Riverbank, California**, at **6:00 p.m.** or soon thereafter to consider the following matters:

Development Agreement No. 03-2019 and Conditional Use Permit 01-2020 – Aeriz -

The project consists of a Development Agreement and a Conditional Use Permit to permit commercial cannabis activities at 2906 Santa Fe Street (APN: 132-034-012, 132-023-020, 132-034-017, and 132-010-027). The project site has a General Plan Land Use Designation of Mixed Use (MU) and is zoned Cannery District (CD) within the Downtown Specific Plan. The Project is proposed to be phased with Phase I consisting of a cultivation operation in existing Building 4 and extraction, manufacturing, distribution, and retail operations in existing Building 5. Phase II will consist of cultivation operations in existing Buildings 1, 2, and 3. Phase III will consist of cultivation operations in a new Building with parking and landscape improvements.

Phase I and Phase II of the proposed project qualify for categorical exemptions pursuant to Section 15301 Existing Facilities of Title 14 of the California Code of Regulations, (d) restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The key consideration is whether the project involves negligible or no expansion of use and none of the five buildings of Phases I and II are proposed for expansion. The development of Phase III will require architecture and site plan review with CEQA analysis to ensure compliance with the program EIR certified for the Downtown Specific Plan.

ALL INTERESTED PARTIES are invited to attend this public hearing to express opinions or submit evidence for or against the subject matter being considered. Written comments will be accepted by the City Clerk **up to 5:00 p.m. on said date.** Oral or written comments will be received by the Planning Commission prior to the close of the hearing on the subject matter being considered. Testimony cannot be given over the telephone.

Records distributed to a majority of the Planning Commission pertaining to the presentation of the subject matter, that are not privileged, will be made available for review at the City Clerk's office 6707 Third Street, Suite A, Riverbank, and at www.riverbank.org 72 hours prior to the meeting. In compliance with ADA, any person requiring special assistance to participate in the meeting should notify the Administration Dept. at (209) 863-7122 or cityclerk@riverbank.org at least 72 hours prior to the meeting. For questions regarding the proposed subject matter contact Planning and Building Manager Donna Kenney at dkenney@riverbank.org, (209) 863-7124.

Published this 5th day of February, 2020.

/s/ Janet Smallen, Sr. CDS, City of Riverbank

AFFIDAVIT OF POSTING		
I, Janet Smallen, hereby certify under penalty of perjury under the laws of the State of California that the foregoing public notice was posted on the exterior bulletin board of North City Hall, South City Hall, and at the Community Center, Riverbank, CA. Dated this 5 th day of February, 2020 /s/Janet Smallen, Sr. CDS, Riverbank, CA		
<i>For official use only:</i>		
Posted: February 5, 2020	Publish: February 5, 2020	Remove: March 19, 2020

**CITY OF RIVERBANK
PLANNING COMMISSION**

STAFF PRESENTATION

ITEM NO: 4.1 March 17, 2020

APPLICATION: **2019 General Plan Annual Progress Report.** The Project consists of the Annual Progress Reports for the General Plan and Housing Element.

ENVIRONMENTAL The proposed project is not considered a Project pursuant to the California Environmental Quality Act (CEQA).

PROJECT PLANNER: Gabriel Salazar, Associate Planner

I. EXECUTIVE SUMMARY:

Each year, California cities are required to prepare an annual progress report on the status of implementing the General Plan Housing Element and submit the report to the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR). Using a form provided by HCD, the annual report provides a snapshot of housing unit production across affordability levels, development applications received and processed during the reporting year, affordable housing production and provides an update on housing program implementation. The annual report must be provided to the legislature (City Council) prior to sending to the State.

II. BACKGROUND & PROJECT INFORMATION:

State law requires that general plans include seven elements which must cover the following topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Elements for other topics of local concern may also be included. The Riverbank General Plan includes four optional elements: Community Character and Design, Economic Development, Public Services and Facilities and Air Quality. Except for the Housing Element, all elements of the Riverbank general Plan were adopted as a single document on April 22, 2009. State requirements for housing elements are more detailed and specific than for the other general plan elements. Housing elements are updated every eight years according to a schedule set by the State. For these reasons the Riverbank Housing Element is contained in a separate document which was adopted by the City Council February 23, 2016 and certified by the State HCD on December 30, 2015. The Housing Element covers the eight-year period from 2015 to 2023. Other elements may be updated less frequently and typically have a 20-year horizon.

As part of the update to the City's Housing Element, the City is required to identify sites to accommodate its Regional Housing Needs Allocation (RHNA), as determined by HCD and the Stanislaus Council of Governments (StanCOG). In summary, the RHNA process allocates the State of California's future housing needs to each County throughout the State. The State of California requires HCD to identify housing needs for each region in response to projected population and household growth. State law further mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction within the COG's region, or in this case, StanCOG. As such, the City, in the update to the Housing Element, identified a number of sites that could accommodate the City's fair share of the RHNA, in all income categories (e.g. very-low income, above moderate income, etc.).

Under California Government Code Section 65400, the City is required to prepare a General Plan Housing Element Annual Progress Report for submittal to the City Council, OPR and HCD by April 1st of each year. The purpose of the annual report is to provide the City Council and the State Departments a progress on the General Plan Housing Element's implementation status toward meeting the City's fair share in the RHNA (as discussed above).

The forms provided by HCD were originally adopted in 2010 and have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB 35). The forms provided by HCD require the following information:

- Status of the plan and progress in its implementation
- Progress in meeting its share of the regional housing needs
- The number of housing development applications received in the prior year
- The number of units included in all development applications in the prior year
- The number of units approved and disapproved in the prior year
- The degree to which its approved general plan complies with the guidelines developed
- List of sites rezoned to accommodate that portion of the City's share of the regional housing need for each income level
- Number of net new units of housing, including both rental and for-sale housing, that have been issued an entitlement, a building permit, or a certificate of occupancy

III. ANALYSIS:

Staff has prepared the 2019 Riverbank Housing Element Annual Progress Report, included as an Attachment of this Staff Report. Some highlights of the 2019 calendar year include:

Progress Towards RHNA Goals

The RHNA table for the current Housing Cycle has been updated to reflect progress made towards the City's RHNA goal, and is presented in the Attachment to this Staff Report. In summary, the City has completed to date:

- o Ten (10) percent of the Very Low Income goal (of 321 units);
- o Fourteen (14) percent of the Low Income goal (of 206 units);
- o Zero (0) percent of the Moderate Income goal (of 217 units); and
- o Twenty-three (23) percent of the Above Moderate Income goal (of 536 units).

New Home Construction

The City of Riverbank issued building permits for twenty-three (23) above moderate residential units in 2019, all of which were single-family residences. The majority of the building permits were issued in East Riverbank (Diamond Bar West, California Estates, and Elmwood Estates). No building permits were issued for very low-, low-, and/or moderate-income categories.

IV. ATTACHMENTS:

1. 2019 General Plan Annual Progress Report
2. 2019 Housing Element Annual Progress Report

Respectfully Submitted By:

Gabriel Salazar
Associate Planner



2019 General Plan Annual Progress Report

City of Riverbank

March 2020

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CHAPTER 1 – INTRODUCTION AND SUMMARY

A. PURPOSE OF THE ANNUAL PROGRESS REPORT

Section 65400 of the California Government Code requires the City to file an annual report addressing the status of the General Plan and progress made toward implementing its goals and policies. The progress report must be submitted to the Governor’s Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD). The annual progress report provides a means to monitor the success of implementing the General Plan and determine if changes are needed in the plan or its implementation programs.

B. PURPOSE OF THE GENERAL PLAN

The General Plan is mandated by California Government Code Section 65300, which requires each city and county to adopt a general plan for the physical development of the jurisdiction. The Riverbank General Plan establishes a vision for the City’s long-term growth and enhancement and provides strategies and implementing actions to achieve this vision. The Plan also conveys to City departments, other agencies, and private developers the community goals and policies, and establishes a basis for determining if development proposals and public projects are consistent. The Plan provides for establishing and prioritizing detailed plans and implementation programs.

C. STATUS OF THE ADOPTED ELEMENTS OF THE RIVERBANK GENERAL PLAN

State law requires that general plans include seven elements which must cover the following topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Elements for other topics of local concern may also be included. The Riverbank General Plan includes four optional elements: Community Character and Design, Economic Development, Public Services and Facilities and Air Quality. Except for the Housing Element, all elements of the Riverbank general Plan were adopted as a single document on April 22, 2009. State requirements for housing elements are more detailed and specific than for the other general plan elements. Housing elements are updated every eight years according to a schedule set by the State. For these reasons the Riverbank Housing Element is contained in a separate document which was adopted by the City Council February 23, 2016 and certified by the State HCD on December 30, 2015. The Housing Element covers the eight year period from 2015 to 2023. Other elements may be updated less frequently and typically have a 20-year horizon.

The correspondence between State mandated elements and the Riverbank General Plan is illustrated in the table below.

Correspondence Between Required General Plan Elements and the Riverbank General Plan	
Element	Riverbank General Plan
Land Use	LAND-1-20: Land Use
Circulation	CIRC-1-18: Circulation
Conservation	CONS-1-10: Conservation and Open Space
Open Space	CONS-1-10: Conservation and Open Space
Safety	SAFE-1-4: Safety Element
Noise	NOISE-1-7: Noise
Community Character and Design (optional)	DES-1-17: Community Character and Design
Economic Development (optional)	ED-1-12: Economic Development
Public Services and Facilities (optional)	PUBLIC-1-12: Public Services and Facilities
Air Quality (optional)	AIR-1-15: Air Quality
Housing	Separate Document

Compliance with OPR Guidelines

Riverbank's General Plan was updated in 2009 according to OPR's Guidelines and remained consistent with the Guidelines.

CHAPTER 2 – IMPLEMENTATION OF THE GENERAL PLAN

This chapter discusses the implementation of all of the adopted elements of the General Plan except for the Housing Element. The annual progress report on the Housing Element is contained in Chapter 3. Exhibit A shows the implementation status of each General Plan policy.

A. REVIEW OF IMPLEMENTATION MEASURES

Progress Report Highlights

The following are highlights of the progress made in calendar year 2019 organized by general plan element:

Land Use:

- *Permitting and New Development.* The following is a summary of the building permits issued for the year 2019:
 - *Diamond Bar West* – Approved in 2015, construction is close to completion on this fifty-eight (58) single-family residential project, located in eastern Riverbank. Eleven (11) building permits were issued in 2019.
 - *In-Fill Lots* – Two (2) building permits were issued for single-family residential projects on in-fill lots within the City in 2019.
 - *California Estates* – Four (4) Building Permits were issued in 2019 for the California Estates project, located in east Riverbank.

Circulation:

- *Amendments.* There were no amendments to the Circulation Element in 2019.

Community Character and Design:

- *Amendments.* There were no amendments to the Community Character and Design Element in 2019.

Economic Development:

- *Amendments.* There were no amendments to the Economic Development Element in 2019.

Conservation and Open Space:

- *Amendments.* There were no amendments to the Conservation and Open Space Element in 2019.

Safety:

- *Amendments.* There were no amendments to the Safety Element in 2019.

Noise:

- *Amendments.* There were no amendments to the Noise Element in 2019.

Public Services and Facilities:

- *Amendments.* There were no amendments to the Public Services and Facilities Element in 2019.

Air Quality:

- *Amendments.* There were no amendments to the Air Quality Element in 2019.

Housing

- *Amendments.* There were no amendments to the Housing Element in 2019.

Regional Coordination

- *North County Corridor.* The Mayor and City Staff continued to participate with the Stanislaus Council of Governments (StanCOG) to provide input and direction as to how the North County Corridor should be aligned as it passes Riverbank. The Mayor Richard D. O'Brien is a member of the Stanislaus Council of Governments Policy Board and Kathleen Cleek, a City Staff member, is part of the Valley Vision Stanislaus Steering Committee to help collaboratively address the requirements of Senate Bill 375 (SB 375).
- *Regional Transportation Plan / Sustainable Communities Strategies (RTP / SCS).* City staff continued to participate with Stanislaus Council of Governments in the Sustainable Communities Strategy process to develop and implement an action plan that will lead to a more sustainable region, and implement SB 375. Staff regularly attended Valley Vision Stanislaus Steering Committee meetings and made periodic presentations to the City Council and Planning Commission.
- *Stanislaus County Planning Directors Meeting.* The Planning and Building Manager meets regularly with the Planning Directors of other cities in Stanislaus County to share information and discuss topics of mutual interest.

General Plan Amendments

There were no General Plan Amendments in the Calendar year of 2019.

B. GOALS, POLICIES, OBJECTIVES, STANDARD OR OTHER PLAN PROPOSALS THAT NEED TO BE ADDED OR WERE DELETED, AMENDED OR OTHERWISE ADJUSTED.

No changes to goals, policies, objectives, standards, or other plan proposals were identified in 2019.

CHAPTER 3 – ANNUAL PROGRESS REPORT ON IMPLEMENTATION OF THE HOUSING ELEMENT

The report addresses the progress in meeting the Regional Housing Need Allocation (RHNA) housing goals and the attainment of housing goals and objectives specified in the 2015-2023 Housing Element, adopted February 23, 2016. The State of California Department of Housing and Community Development requires an annual report attached as Exhibit B.

Following are highlights of the Calendar Year 2019 Housing Element Annual Progress Report:

Housing Element Implementation Highlights

The following are highlights of the Calendar Year 2019 Housing Element Annual Progress Report:

- Five (5) years have elapsed for the January 2014 through September 2023 Regional Housing Needs Allocation (RHNA) period. As measured through the issuance of building permits, the City has met:
 - o Ten (10) percent of the Very Low Income goal;
 - o Fourteen (14) percent of the Low Income goal;
 - o Zero (0) percent of the Moderate Income goal; and
 - o Twenty (20) percent of the Above Moderate Income goal.
- *Building Permits Issued in 2019.* In 2019, 18 building permits were issued for single-family development.

2019 General Plan Annual Progress Report

Exhibit A: General Plan Annual Implementation Report – 2019

Table I: General Plan Annual Implementation Report - 2019

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land Use Element					
Land – 1	The City will conduct a comprehensive review of the land use element, including analysis and actions to ensure there is adequate land in appropriate locations for employment-generating land uses.		X, No Later Than 2013	CDD	The City continues to monitor and review the Land Use Element for adequate land in appropriate locations. No updates to the Land Use Element occurred in 2019.
Land – 2	The CDD will maintain an inventory of vacant and underutilized land to (a) evaluate proposed annexations and (b) ensure an adequate supply of vacant land to meet the community’s needs.	X		CDD	The Community Development Department and City Council continue to maintain vacant and underutilized land for annexations and supply. As part of the Housing Element Update, a list was developed to determine the amount of Vacant and Underutilized Multi-family Residential (R-3) land within City limits. Further, the City currently maintains an underutilized site inventory on Oppsites.com to connect potential developers with vacant and underutilized sites.
Land – 3	The City and Redevelopment Agency will pursue grant monies, as well as other funding sources for road and public infrastructure improvements to revitalize areas in need.	X		EDH, F, CDD,	The Community Development Department, Finance Department and the Public Works Department continue to pursue funding for road and public infrastructure improvements. No action for Redevelopment Agency due to the demise of Redevelopment.
Land – 4	The City will develop a comprehensive infill development streamlining and incentive program to encourage the redevelopment and revitalization of the Infill Opportunity Area.	X		CDD	The City provides free preapplication reviews so the developer can submit a formal application that moves more quickly through the approval process and with fewer resubmittals. In 2019, Staff met with multiple developers who were interested in developing land within the City of Riverbank in infill development areas. Staff expressed support for new development in infill areas.

Agency Codes**City of Riverbank & Local**

CC	City Council	PW	Public Works Dept
CM	City Manager	F	Finance Department
PC	Planning Commission	EDH	Economic Development and Housing
CDD	Community Development Department	P&R	Parks and Recreation
ENG	Engineering Department	EDD	Economic Development Department
LRA	Local Redevelopment Agency		

Regional, State, Federal and Private

StanCOG	Stanislaus Council Of Governments
SC	Stanislaus County
DOT	Caltrans
MID	Modesto Irrigation District
CEPA	California Environmental Protection Agency
SJVAPCD	San Joaquin Valley Air Pollution Control District

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land – 5	The City will update the Zoning Code and other Municipal Code sections regulating land development to ensure consistency with the General Plan.	X		CDD	In 2019, it was not necessary to update the residential sections of the Zoning Code to ensure consistency with the General Plan.
Land – 6	The City will coordinate with StanCOG and member jurisdictions and Caltrans to remove the State Highway 108 designation as it occurs through Riverbank and plan and condition land uses along a future alignment to enable Caltrans to redesignate Highway 108 near the Riverbank Planning Area.	X		CDD	The City of Riverbank continues to be involved in the North County Corridor planning process and is among the members of the Joint Powers Authority, securing a voice for Riverbank as the project moves forward and rights-of-way are purchased.
Land – 7	The City will draft an implementing ordinance for the Clustered Rural Residential land use designation consistent with the policies presented in the General Plan.	X		CDD	No Action in 2019.
Land – 8	Update the General Plan using data to be made available by the DWR and the Central Valley Flood Protection Board.	X		CDD	The update to the General Plan Safety Element occurred in 2015 as it relates to SB5 (2007) and 200-year floodplain protection. No action in 2019.

Agency Codes

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Circulation Element					
CIRC – 1	Develop and implement a Bicycle Master Plan.	X		CDD	The Community Development Department currently utilizes StanCOG’s Non-Motorized Transportation Master Plan to determine the best areas for bicycle infrastructure and improvements. The City’s own Bicycle Master Plan has been and continues to be a priority as funds become available. The City is also working with a consultant to update the Active Transportation Plan.
CIRC – 2	As a part of implementation of the City’s bicycle master plan, the City will work with local irrigation districts, the County, local railroad concerns, other property owners, and other agencies and interested parties to acquire and/or use existing easements and rights-of-way for development of off-street pedestrian and bicycle pathways.	X		CDD	The Community Development Department has been in discussion with BNSF and Sierra Northern Railway to utilize some Right-of-Way for off-street pedestrian and bicycle pathways along Patterson Road. Through these discussions, the City is working on developing a safe, efficient multi-modal system for Patterson Road. The City is currently collecting funds to complete a Non-Motorized Master Plan, and plans to complete the non-motorized plan by the end of 2020.
CIRC – 3	Develop a Travel Demand Management ordinance that requires large employers to provide incentives for employees to commute via transit, bicycle, on foot or by carpool rather than the SOV commute	X		CDD	No Action in 2019.
CIRC – 4	Revise street improvement standards to be consistent with this Circulation Element, including consideration on equal footing of all locally available forms of travel.	X		CDD, PW, ENG	The City revised street improvement standards to be consistent with Complete Streets, LID Development Standards and MS4 requirements. The new street standards were adopted by City Council in 2016. No Action in 2019. The City continues to enforce their street standards adopted in 2016.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
CIRC – 5	Coordinate with relevant transit providers and include, as appropriate, transit improvements in the Capital Improvements Plan (CIP).	X		CDD, PW, F	The Community Development Department, Finance Department and the Public Works Department work with transit providers and update the City's Capital Improvement Plans (CIP) annually.
CIRC – 6	The City will actively pursue State and Federal funding for developing, improving, and enhancing bicycle and pedestrian routes in the existing developed City.	X		CDD, F	Funding continues to be pursued for the development of bicycle and pedestrian amenities. In 2019, the City continued to work on the completion of their Non-Motorized Master Plan.
CIRC – 7	Develop and implement a Parking Master Plan to coordinate and manage parking in the City.	X		CDD, PW	No Action in 2019. Parking in the Downtown Area has not been a problem.
CIRC – 8	Work with surrounding jurisdictions, the County, and StanCOG to develop regional solutions to regional vehicular transportation issues.	X		CDD, PW, ENG	City Council, Planning Commission and Community Development Department will continue to work with the County and StanCOG to develop regional solutions to regional vehicular transportation.
Community Character and Design Element					
DESIGN – 1	Establish distinctive crosswalks at major street intersections and other locations expected to generate significant pedestrian traffic in the existing City, as funding allows.	X		F, CDD	Utilizing CMAC and Safe Routes to School funds, the City is currently re-designing the Patterson Road and Roselle Avenue intersection to improve circulation and overall safety for non-motorized travelers, including students on bicycles. In 2019, the city continued to collect funding for their Non-Motorized Master Plan. Additionally, the City is in the design phases of a Complete Street located at the intersection of Callander Avenue and Santa Fe Street. Last, the City completed a sidewalk project along the southern edge of Patterson Road between First Street and Terminal Avenue.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
DESIGN – 2	Where appropriate opportunities and sufficient right-of-way exists, the City will modify wide streets into boulevards with landscaped medians or landscaped strips between the roadway and sidewalks to visually and functionally enhance streets for pedestrians.	X		CDD, ENG, PW	The City developed standard street widths to include landscaped medians and landscaped strips between roadways for minor and major collectors and minor arterials in 2016. No Action in 2019. The City continues to enforce the standards adopted in 2016.
DESIGN – 3	The City will establish design standards and parking requirements for accessory dwelling units.	X		CDD	In 2017 the City adopted reduced parking standards for accessory dwelling units. The City submitted an SB2 grant in 2019 to retain a consultant, establish design standards and parking requirements, conduct community outreach, and conduct a fee study for accessory dwelling units and tiny houses. Awaiting approval by HCD.
DESIGN – 4	Pursue improvements downtown that reduce effective Downtown street widths in relationship to building height and bulk, while allowing for automobile movements.		2015	CDD	The Downtown Specific Plan was adopted in 2015. No Action in 2019. The City continues Implementation Actions to enforce the Downtown Specific Plan.
DESIGN – 5	Prepare comprehensive streetscape plans for Patterson Road, Atchison Street/Highway 108, 1 st Street, Claribel Road, Oakdale Road, Roselle Avenue, and Claus Road.		2015	CDD, ENG	A Streetscape plan for Patterson Road, east of Roselle Avenue is currently being developed to include Complete Streets Principles, including a Bicycle Path adjacent to the BNSF/Sierra Railroad. Other Streets and intersections will be improved as funds become available. Further in 2019, the City commenced the design of a Complete Street at the intersection of Callander Avenue and Santa Fe Street.

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		On-going	0 – 5 years		
DESIGN – 6	The City will define the edges, focal points, and landmarks of the Downtown. The City will establish gateways to Riverbank.	X		CDD	The Downtown Specific Plan identifies “gateways to Downtown” as 108/Patterson Road to the west and Atchison Street/Highway 108 to the east. Additionally, the revised DTSP expanded the east gateway, along Atchison Street.
DESIGN – 7	Adopt development standards that minimize environmental impacts of development through an appropriate balance of regulations and incentives	X		CDD	The City continues to minimize environmental impacts of development through the implementation and oversight of the California Environmental Quality Act (CEQA) where mitigation is assessed on project that may have a significant impact on the environment. Further, the City has a relationship with the appropriate State and Federal environmental agencies allowing them to comment and assess appropriate mitigation on development projects. The City also works with developers to ensure that mitigation is practical and feasible for their development plans.
DESIGN – 8	Projects shall provide artwork by a qualified artisan(s) within their developments as approved by the Director of Community Development	X		CDD	The Community Development Department, Planning Commission and City Council continue to consider artwork by qualified artisan(s) within development projects. This will continue to be approved by the Community Development Director.
Economic Development Element					
ED – 1	Continue to dedicate staff resources to economic development activities, and identify ways to improve upon existing initiatives	X		F, CDD, EDD	The Finance Department, Community Development Department and Economic Development Department continue to dedicate staff resources to economic development activities. In 2019, staff attended valuable economic development training workshops and seminars.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 2	Continue to identify funding resources, and apply for those resources for which the City of Riverbank qualifies	X		EDD, F	The City will continue to identify funding resources and apply for those resources for which the City of Riverbank qualifies.
ED – 3	Continue to leverage redevelopment funds to develop programs and initiatives that improve the physical environment and business climate within the project area	X		EDD, CDD	There has not been any work done to leverage redevelopment funds due to the demise of redevelopment.
ED – 4	Work with Modesto Junior College, Stanislaus Alliance Worknet, other public agencies, and private job training providers to develop and refine job training programs that meet the needs of private industry and prospective businesses seeking to locate in Riverbank	X		EDD	In 2018 City staff met with Stanislaus Alliance Worknet, renamed Opportunity Stanislaus, to identify existing businesses that could use their help in applying for programs.
ED – 5	Identify opportunities to locate job training sites in Riverbank. Most of the existing job training and business assistance resources are based in Modesto. If a major facility development or expansion can be attracted to Riverbank, opportunities should be explored to base any resultant job training activities within Riverbank.	X		EDD, CDD	No action necessary. The Community Development Department will explore options for job training in Riverbank as opportunities arise when new expansion or development occurs.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 6	Implement a business outreach program that identified home-based businesses operating in Riverbank	X		EDD	No action in 2019.
ED – 7	Implement a business outreach program that prioritizes businesses and/or industry sectors that constitute the most prominent sources for jobs and fiscal revenue in Riverbank	X		EDD	No action in 2019.
Ed – 8	Assign City staff and personnel from appropriate agencies to a “rapid response” team that will respond to changes in the job training and workforce development needs for large employers in Riverbank	X		All Depts.	No Action in 2019.
Ed – 9	Develop specific marketing messages for different industry sectors, based on Riverbank’s strengths, market position, and future growth opportunities	X		EDD	In 2017, the City developed an Oppsites page to promote the sale and development of vacant and underutilized parcels in the city. In 2019, the City continued to update the Oppsites page.
ED – 10	Refine business attraction targets to include business-to-business suppliers. Business suppliers would potentially include material distributors, services providers, and component manufacturing.	X		EDD	No action in 2019.

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ED – 11	Systematically track available land, and available building vacancies. Continually update the information and identify the most efficient and cost-effective methods for distributing the information, including web-based systems.	X		CDD	The Community Development Department utilizes the County's Geographical Information Systems (GIS) to track available land (vacant land) as well as Oppsites.com, mentioned above.
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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 12	The City should contract with a sales tax accounting firm to provide customized and quarterly updated audits of the City's sales tax receipts	X		EDD	No Action in 2019.
ED – 13	Dedicate staff resources to tracking employment and payroll trends, in order to monitor progress toward community goals for economic development	X		EDD	No Action in 2019.
ED – 14	Implement a residential survey that includes information on where Riverbank residents work and their occupations	X		EDD	No Action in 2019. The City continues to participate in the Federal Census which supplies information regarding population, where residents work and their occupations.
Ed – 15	Facilitate the formation of business district committees, and assist those districts that wish to further explore the benefits and implementation steps for the creation of a Business Improvement District	X		EDD	No action in 2019 due to a lack of interest by businesses.

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ED – 16	Proactively use the business outreach process to identify priorities for business climate improvement	X		EDD	No Action in 2019.
ED – 17	Include the redevelopment agency in any efforts to improve the local business climate within the redevelopment district	X		EDD, CDD	There has not been any work done to include the redevelopment agency due to the demise of redevelopment.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 18	Initiate a hotel/lodging feasibility study to identify the types, numbers, and appropriate locations of lodging facilities that Riverbank could attract.	X		EDD	No Action in 2019 on a feasibility study but city staff contacted known hotel developers and provided them with information on building and zoning in Riverbank
ED – 19	Prioritize business attraction initiatives in the categories identified in Goal ED-6.	X		EDD	In late 2015 the City adopted a Grease Inteceptor Waiver Program and a Conditional Waiver to Install Grease Interceptors Program to encourage restaurants to locate in the downtown. No Action in 2019.
ED – 20	Identify options and preferred alternatives for rail spur locations and potential relocations, particularly as they pertain to the reuse of the Riverbank Army Munitions site.	X		CC, LRA	The Riverbank Industrial Complex Specific Plan (Former Army Ammunitions Plant) was adopted by City Council in March of 2013. The Plan identified options in regards to the rail spurs in and out of the Riverbank RAAP.
ED – 21	Initiate a retail leakage study in order to identify retail and other local-serving attraction opportunities that remain, and project the future growth in household retail demand and supportable establishments.	X		EDD	No Action in 2019.

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ED – 22	Initiate a feasibility study that identifies market opportunities for entertainment and recreational uses in Riverbank, particularly as they apply to creating an arts district in downtown Riverbank.	X		EDD	No Action in 2019.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 23	Continue to identify and procure the necessary funding to fully implement the streetscape improvement plans identified in the Downtown Revitalization Plan.	X		F, EDD, CDD	No Action in 2019, the City continues to implement the Downtown Specific Plan adopted in 2015.
ED – 24	Continue to facilitate special events in downtown Riverbank.	X		P&R, F, EDD	During 2019, the Parks and Recreation Department held many successful events, which engaged the community and encouraged them to get involved. The largest event was the annual Riverbank Cheese and Wine Festival, where over 100 vendors were present and thousands of people attended.
ED – 25	Initiate a fiscal impact analysis that identifies fiscal costs and benefits associated with specific types of development.	X		F, EDD, CDD	No Action in 2019.
ED – 26	Identify options such as Zoning Code changes, corridor planning for older commercial areas, and specific plans for new growth areas that would implement and promote mixed use development.	X		CDD	In 2019, the City annexed 401 acres of the Crossroads West Specific Plan, an area adjacent to City Limits. The Crossroads West Specific Plan features a mixed-use type development with many types of land uses including commercial, residential, and parkland. The annexation was approved by LAFCO in June 2019.
ED – 27	Prepare an urban design plan for downtown Riverbank to compliment business attraction, redevelopment strategies, and streetscape improvements.	X		CDD	The Downtown Specific Plan was adopted in 2015 and includes urban design standards for the Downtown area.

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ED – 28	Continue to network with regional agencies as part of the City’s economic development program, and include Latino/Hispanic business organizations as part of this strategy.	X		EDD	The City continues to network with regional agencies as part of the City’s economic development program. No action necessary.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Conservation and Open Space Element					
CONS-1	1) Require development projects and subdivisions be consistent with, and implement land use planning and greenhouse gas emission reduction measures developed pursuant to the regional Sustainable Community Strategy. 2) Develop a Sustainable Agricultural Strategy to minimize the agricultural production loss to urban development	X		CDD, CC, PC	This Action is ongoing. Development Projects, as they are processed, are required to comply with the County’s Sustainable Community Strategy.
CONS – 2	Adopt a “right-to-farm” ordinance that informs residents of ongoing agricultural practices at the edges of Riverbank and protects farmers and other agriculture interests from dumping, nuisance, complaints, and other problems typically associated with new residents on the City fringe.		X	CDD	No Action in 2019. The City of Riverbank Sustainable Agricultural Strategy was adopted by City Council in 2016.
CONS – 3	Seek funding to assist private owners in the preservation of buildings and site of historic importance	X		CDD, EDD	No Action in 2019.

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CONS - 4	Seek funding for implementing energy efficient improvement and utilities infrastructure renewal projects	X		CDD, PW, EDD	No Action in 2019.
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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Safety Element					
SAFE – 1	Work with the Department of the Army to ensure successful clean-up and reuse of the decommissioned Riverbank Ammunition Plant	X			The Riverbank RAAP was selected for closure as part of the Base Realignment and Closure (BRAC) plan of 2008. The Local Redevelopment Agency continues to work with the Department of the Army and the Federal Environmental Protection Agency to ensure the successful clean-up and reuse of the plant. In November of 2013, the Riverbank Industrial Complex Specific Plan was adopted by City Council. In 2017 PCB clean-up was completed at the site. In 2019, Land transfers between the Department of the Army to the City of Riverbank continue and the City continues to negotiate a contract with a Master Developer to develop the existing and remaining parcels of the site.
SAFE – 2	Implement and periodically update disaster plans, including the City’s Emergency Operations Plan		X	CDD, EDD	In 2016 the City updated and adopted its Emergency Operations Plan. In 2019 City department leaders met with OES and participated in a mock disaster.

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SAFE – 3	Will coordinate with public safety service providers serving the City to ensure proper training and disaster preparedness and periodic testing of equipment and facilities	X			In 2019 City department leaders met with OES and participated in a mock disaster.
SAFE – 4	Support the purchase and maintenance of proper emergency communication systems and equipment and other necessary tools dealing with emergencies.	X			No Action in 2019.

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Noise Element					
NOISE – 1	Update implementing ordinances related to noise consistent with the policies of this element and City redevelopment and revitalization planning	X		CC, PC, CDD	This action has not been implemented due to the demise of Redevelopment. The Community Development Department, City Council and Planning Commission will continue to implement the Noise element on a project-by-project basis, ensuring that specific projects do not affect adjacent land uses that may be sensitive, such as schools and residential.
NOISE – 2	Ensure that personnel charged with enforcing such ordinances are properly trained and equipped for on-site measurement techniques and other necessary tasks	X		CDD	Depending on the Project, a Noise Analysis may be commissioned to ensure that the project is consistent with the Noise Element of the General Plan and any applicable Ordinances. This may be done in-house or by an outside consultant.

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NOISE – 3	Coordinate with StanCOG and Caltrans to ensure transportation planning and improvement programs are consistent with this element	X		CC, PC, CDD	The City Council, Planning Commission and Community Development Department will continue to work with StanCOG and Caltrans to ensure transportation planning and programs are consistent with the Noise Element.
Public Services and Facilities Element					
PUBLIC – 1	Coordinate with area reclamation districts, Stanislaus County, the City of Modesto, and other agencies and jurisdictions for planning and coordinating drainage programs and policies on an area wide and regional basis.	X		CDD	The City continues to participate in the Storm Drainage partnership with multiple local agencies to address state requirements for storm water.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
PUBLIC – 2	Develop a park master plan that describes the standards, design, land requirements, locations, planning, and funding to support the City’s existing and future park system	X		P&R	In 2019, the City began work with a consultant to update the Parks Master Plan. It is anticipated to be completed in mid- 2020.
PUBLIC – 3	Update the water, wastewater, and stormwater drainage master plans at least every five years to ensure the appropriate level of service is maintained as the City grows, and to ensure that appropriate projects include a capital improvements planning and can be funded		Complete, 2015	CDD	The City’s 2010 Urban Water Management Plan was adopted by City Council on January 27, 2015.
PUBLIC – 4	Coordinate with the United States Postal Service and other public agencies serving Riverbank, regarding needs for expansion, satellite locations, and other issues related to land use planning	X		CDD	The City has ongoing contact with the Post Office in regards to the locations of gang mail boxes in new subdivisions.

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Air Quality Element					
AIR – 1	Develop a program to reduce daily emissions of nitrogen oxides	X		CDD	No Action in 2019. The City continues to consult with the San Joaquin Valley Air Pollution Control District (SJVAPCD) whom enforces federal air quality standards.
AIR – 2	Develop a local greenhouse gas reduction program	X		CDD	No Action in 2019. The City continues to consult with the SJVAPCD whom enforces federal greenhouse gas reduction programs.

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
AIR – 3	Pursue and use State and Federal funds earmarked for bicycle and transit improvements, transit-oriented planning and development, and other planning and improvement grant programs intended to encourage alternatives to automobile transportation	X		CDD, EDD, F	The City continues to pursue and use State and Federal funds earmarked for the programs listed in AIR-3.
AIR – 4	Coordinate with local irrigation districts, the County, Caltrans, and other interested parties to develop bikeways and pedestrian paths along canals, abandoned railroad lines, and other easements and rights-of-ways	X		CDD, P&R	The Community Development Department has been in discussion with Hetch-Hetchy Water and Power to develop a dog park or multi-use path on SFPUC Right-of-Way. No Action in 2019.

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AIR – 5	Develop planning strategies and supportive ordinances addressing Downtown Riverbank and West Riverbank	X		CDD	The City annexed the Crossroads West Plan Area in June 2019.
AIR – 6	In planning and budgeting for transportation infrastructure, before considering constructing more roadway capacity, the City of Riverbank will consider measures to increase the capacity of the existing road network	X		CC, PC, CDD, PW, ENG	The Community Development Department, Public Works Department and Engineering will continue to consider measures to increase the capacity of the existing road network prior to considering constructing more roadway capacity. City Staff is currently revising the City's Standard Street Widths, which will incorporate DOT's directive of Complete Streets and LID Standards (MS4 Requirements).
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	On-going		
AIR – 7	Coordinate with transit providers on the portion of long-range transit plans serving Riverbank and accommodate necessary facilities such as bus pull-outs, bus shelters, information kiosks, street furniture, lighting, etc.	X		CDD	The Community Development Department continues to consider transit plans serving Riverbank for new development.
AIR – 8	Require project proponents to prepare health risk assessments in accordance with Air District-recommended procedures as part of environmental review when the proposed industrial process has associated air emissions that have been designated by the State as a toxic air contaminant or, similarly, by the federal government as a hazardous air pollutant	X		CDD	The Community Development Department will continue to work with SJVAPCD to ensure that new projects are mitigating air quality impacts. Air Emissions are calculated and reviewed by SJVAPCD.

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2019 General Plan Annual Progress Report
Exhibit B: Housing Element Annual Progress Report – 2019
Reported Data – January 1, 2019 – December 31, 2019

Jurisdiction	Riverbank	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5						6		7	8	9	10	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	17	17	0	0	0	
	074-014-006; 074-011-009; 074-011-004	0	Machado Large Lot - Tentative Map	TM 2018-005	SFD	O	12/5/2018						580	1872	2452	2452	0	No	Has not yet been approved.	
	074-011-009	0	Machado Small Lot - Tentative Map	TM 2018-006	SFA	O	12/5/2018							182	182	182	0	No	Has not yet been approved.	
	074-006-016	0	Harrigfeld - Tentative Map	TM 2018-007	5+	O	12/5/2018							388	388	388	0	No	Has not yet been approved.	
	074-014-007	0	Browman Tentative Parcel Map	TM 2018-004	MH	R	9/26/2018						350	0		350	0			
	062-034-054	6500 Equestrian Dr.	Diamond Bar West	BP19-0050	SFD	O	1/29/2019							1	1		0	No	Has not yet been approved.	
	062-034-049	6542 Equestrian Dr.	Diamond Bar West	BP19-0051	SFD	O	1/29/2019							1	1		0	No	Has not yet been approved.	
	062-034-050	6534 Equestrian Dr.	Diamond Bar West	BP19-0052	SFD	O	1/29/2019							1	1		0	No	Has not yet been approved.	
	062-034-051	6526 Equestrian Dr.	Diamond Bar West	BP19-0053	SFD	O	1/29/2019							1	1		0	No	Has not yet been approved.	
	062-034-052	6518 Equestrian Dr.	Diamond Bar West	BP19-0054	SFD	O	1/29/2019							1	1		0	No	Has not yet been approved.	
	062-034-053	6510 Equestrian Dr.	Diamond Bar West	BP19-0055	SFD	O	1/29/2019							1	1		0	No	Has not yet been approved.	
	062-034-048	6500 Equestrian Dr.	Diamond Bar West	BP19-0056	SFD	O	6/24/2019							1	1		0	No	Has not yet been approved.	
	062-034-056	6533 Central Ave.	Diamond Bar West	BP19-0128	SFD	O	3/19/2019							1	1		0	No	Has not yet been approved.	
	062-034-057	6541 Central Ave.	Diamond Bar West	BP19-0129	SFD	O	3/20/2019							1	1		0	No	Has not yet been approved.	
	062-034-058	6549 Central Ave.	Diamond Bar West	BP19-0130	SFD	O	3/20/2019							1	1		0	No	Has not yet been approved.	
	132-048-048	3940 Sierra St.	Infill	BP19-0209	SFA	O	5/9/2019							1	1		0	No	Has not yet been approved.	
	062-034-055	6511 Central Avenue	Diamond Bar West	BP19-0268	SFD	O	6/24/2019							1	1		0	No	Has not yet been approved.	
	132-046-089	6233 Claus Rd.	California Estates	BP19-0400	SFA	O	8/29/2019							1	1		0	No	Has not yet been approved.	
	132-046-088	6229 Claus Rd.	California Estates	BP19-0402	SFA	O	9/3/2019							1	1		0	No	Has not yet been approved.	
	132-046-087	6225 Claus Rd.	California Estates	BP19-0404	SFA	O	9/3/2019							1	1		0	No	Has not yet been approved.	

	132-046-086	6221 Claus Rd.	California Estates	BP19-0405	SFA	O	9/3/2019							1	1		0	No	Has not yet been approved.
	075-073-111	5300 Darpinian Ct.	Infill	BP19-0455	SFD	O	10/7/2019							1	1		0	No	Has not yet been approved.
															0		0		
															0		0		
															0		0		

[illegible]

Jurisdiction	Riverbank	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	321		33									
	Non-Deed Restricted											33	288
Low	Deed Restricted	206		38								38	168
	Non-Deed Restricted												
Moderate	Deed Restricted	217											217
	Non-Deed Restricted												
Above Moderate		536	52		13	38	18					121	415
Total RHNA		1280											
Total Units			52	71	13	38	18					192	1088

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction		Riverbank	
Reporting Year		2019	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1.1a	The City shall revise, as needed, the amount of land designated for various residential uses in conjunction with the amount of and types of housing produced in the previous year to determine if any changes in the General Plan and Zoning Ordinance may be needed to meet the City's Housing Needs.	2014-2023	The City has sufficient land within their Sphere of Influence to accommodate the City's Housing needs. The City annexed 404 acres of land into City limits and expects +/- 2,100 housing units.
Program 1.1b	Annexation and Prezone of the Crossroads West Specific Plan Area.	By End of Year 2017.	Stanislaus County LAFCO approved the approval of the annexation of the Crossroads West Specific Plan Area into the City in June 2019.
Program 1.2a; Program 1.2b	Track changes in land availability and accomplishments in multi-family development in order to determine if further rezoning is necessary to better facilitate high-density developments.	On-Going	In 2019, the City continued to participate in 'Oppsites', which list, available, vacant and/or underutilized sites within the City. The City has been responsive to inquiries regarding these sites, and will continue to participate throughout the cycle. Further, there were no Rezones or General Plan Amendment in 2019; therefore, the City does not need to rezone to facilitate high-density developments.
Program 2.1a	Seek assistance from non-profit developers to develop homes for lower-income families.	On-Going	As a new member of Stanislaus Urban County, the City is working with Self-Help Enterprises to create affordable housing options and/or assistance through two CDBG programs: the Homebuyers Program and the Housing Rehabilitation Program.
Program 2.1b	Continue to assist developers in the development of extremely low, very low, and low income housing in the grant preparation process to help fund their developments.	On-Going	The City did not receive any applications for affordable housing in 2019. Further, the City did not receive any grants for affordable housing in 2019.
Program 2.1c; Program 2.1d	Encourage developers to include second dwelling units in new subdivisions.	On-Going	All Applicants of new development applications receive a copy of the City's Accessory Dwelling Unit regulations. Further, the Planning and Building Manager share at Developer meetings held early in the design process.
Program 2.1e; Program 2.1f	Housing for Farmworkers	On-Going	The City submitted an SB2 grant to plan for accessory dwelling units and homeless, farmworker, and senior housing.

Program 2.1g; Program 2.1h	2.1g: Updates to the R-1 and R-2 Zoning Districts to include Transitional and Supportive Housing; 2.1h: Amend Zoning Ordinance to comply with Health and Safety Code 17021.5 and 17021.6 and allow farmworker housing in the R-1 Zoning District.	12/31/2017	These items were completed in 2017.
Program 2.1i	The City shall refer residents to the Valley Mountain Regional Center for housing and services available to persons with developmental disabilities	On-Going	As needed, the City will refer residents to the Valley Mountain Regional Center. The City has not yet pursued State and Federal monies for direct support of housing construction and rehabilitation specifically targeted for housing for persons with developmental disabilities.
Program 2.1j	The City shall encourage housing development within the General Plan Infill Opportunity Area and specifically, sites designated Mixed Use.	On-Going	As development applications are received, the City will encourage and provide opportunities for development within the Infill Area of Opportunity Area. Further, in 2019, the City continued to update their profile on Oppsites.com, which features areas of the City that are undeveloped or underutilized. Many of the sites listed are infill areas of opportunity.
Program 2.1k	Participation in the Stanislaus County and Support Service Collaborative and the Continuum of Care to help address homeless needs in Riverbank and Stanislaus County.	On-Going	The City of Riverbank continues to participate in the Stanislaus County Housing and Support Collaboration and the Continuum of Care to help address homeless needs in Riverbank and Stanislaus County.
Program 2.2a; Program 2.2b	No net loss of Housing Units within the Downtown Specific Plan Area. Work with developers and Non-Profit Providers on the implementation of Downtown Specific Plan.	On-Going	The City continues to work with developers seeking to redevelop property within the Downtown Specific Plan Area. Further, the City continues to encourage two to one replacement of any existing housing units displaced by redevelopment projects in Downtown Area. In 2019, there were no projects within the Downtown Specific Plan Area that displaced any housing units.
Program 2.2c	The City shall encourage the development of new housing of upper stories and mixed-use buildings in the Downtown Core area of the Specific Plan.	On-Going	In 2019, the City worked with various developers interested in the Downtown Specific Plan Area and encouraged mixed-use development with the City.
Program 3.1a	Continue to promote the use of Planned Development zones for developers who wish to deviate from setback, parking, or other standards which may limit their ability to develop at a desired density.	On-Going	The City continues to work with developers who seek to use Planned Development Zones to deviate from City Standards to create more economically feasible projects. The City received applications for new Preliminary Development Plans for the new Crossroad West Specific Plan project: the Machado large lot project proposes up to 1872 units; the Machado small lot project proposes up to 182 units; and, the Harrigfield large lot proposes up to 388 units.
Program 3.1b	Waive fees for General Plan Amendments which increase density.	On-Going	The City did not receive any General Plan Amendment Applications in 2019.
Program 3.1c	Utilize computer software to help fast-track building permits, saving both developer and staff time.	On-Going	In 2019, the City met with various consultants who utilize software that expedite the building permit and plan review process.
Program 3.1d	Parking as a development constraint	On-Going	The City continues to work with developers who state that parking standards are a constraint for development.

[illegible]