



CITY OF RIVERBANK
PLANNING COMMISSION MEETING
SPECIAL NOTICING OF MEETING PROCEDURES FOR
Tuesday, August 18, 2020 AT 6:00 P.M.

VIA TELECONFERENCE OR VIRTUAL PLATFORM ONLY – NO PUBLIC LOCATION
OF THIS MEETING

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE GOVERNOR'S NEW EXECUTIVE ORDER N-29-20, ISSUED ON MARCH 17, 2020, REGARDING THE OPEN MEETING REQUIREMENTS OF THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT IN AN EFFORT TO HELP AVOID THE SPREAD OF COVID-19, TO MAXIMIZE TRANSPARENCY, AND PROVIDE PUBLIC ACCESS TO CITY COUNCIL MEETINGS.

CITY PLANNING COMMISSION PARTICIPATION STATEMENT

The Governor's Executive Order temporarily waives Brown Act "teleconferencing" provisions, and authorizes City Commissioners to hold public meetings via teleconferencing. The requirement of physical presence of Planning Commission Members, the Clerk, other Personnel, or the public as a condition of participation in or a quorum to conduct a public meeting is waived.

The Chair has the right to stop any uncivil behavior during the meeting.

PUBLIC PARTICIPATION STATEMENT

This meeting will not be physically open to the public. All members of the public will be given the opportunity to provide comments by participating in the meeting telephonically, via email, or by other platforms. Every possible effort will be made to have these technological systems available and in working order.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at aaguilar@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

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 Board shall be in English and anyone wishing to address the 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.

CHANGES TO THIS NOTICE OF PROCEDURES

In accordance with the Governor's Executive Order, should the meeting procedures change, the City may use the most rapid means of communication available at the time including, but not limited, to posting the notice of changes on the City's website

REPLAY OF THE MEETING RECORDING

The video recording of this meeting is usually posted on YouTube within 24-48 hours of the adjournment of the meeting, and as long as there are no technical difficulties.

Please visit the City's website at <http://www.riverbank.org/agendacenter>

FOR QUESTIONS

Contact Donna M. Kenney, Planning & Building Manager at dkenney@riverbank.org or (209) 863-7124, **before 5:00 p.m.** on Tuesday, August 18, 2020.

PUBLIC "LIVE" VIEWING

- Charter Government Channel – 2
- AT&T U-VERSE Government Channel – 99
- YouTube Live Streaming at <https://www.youtube.com/watch?v=7UN98ekdzdk>

PUBLIC COMMENTS

Every effort is made to receive your comments for the record. Please be aware that technology has its potential to fail. If you believe your written comments were not received, please contact the Donna M. Kenney at dkenney@riverbank.org or (209) 863-7124.

Via U.S. Postal Service: Mail comments to City of Riverbank, Attn. Donna M. Kenney, 6707 Third Street, Suite A, Riverbank, CA 95367. (Must be received prior to the meeting.)

Via Email to dkenney@riverbank.org

- Emails before the meeting: (Will be distributed to the Planning Commission)
 - **No later than 5:00 p.m.** on the day of the meeting; and
 - The ***subject line*** must contain the Agenda Item # and brief title. (e.g., **Item 3.1 – Project Description: Development Agreement No. 02-2020 / Dept. File# 20-0018 – Ward Villas Affordable Housing Project**)
- Emails during the meeting:
 - The ***subject line*** must contain the Agenda Item # and brief title. (e.g., **Item 3.1 – Project Description: Development Agreement No. 02-2020 / Dept. File# 20-0018 – Ward Villas Affordable Housing Project**)

Every effort will be made to read all comments up to (5) minutes, however, this allotted time and reading comments is at the discretion of the Chair. Comments received during this time will be made part of the record.

Via Telephone:

- Call **(209) 863-7172**; only one call at a time may be received.

The normal allotment of (5) minutes to comment will be allowed; however, this remains at the discretion of the Chair due to the new process of commenting.

Via Other Platforms:

At the preparation of this agenda the use of the other platforms are being tested for public participation. Information will be posted when other means of participation are established.



(BY TELECONFERENCE ONLY)

**CITY OF RIVERBANK
REGULAR PLANNING COMMISSION MEETING**
(Location closed to the public)

City Hall North • Council Chambers
6707 Third Street • Suite B • Riverbank • CA • 95367

AGENDA

TUESDAY, AUGUST 18, 2020 – 6:00 P.M.

(THE AGENDA PACKET IS POSTED AT THE PLANNING DEPARTMENTS OFFICE AND AT
WWW.RIVERBANK.ORG)

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

**Send comments via email to dkenney@riverbank.org
or call (209) 863-7172, or other platforms posted. In the subject line indicate “#1 Public
Comment”.**

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.

1. PUBLIC COMMENTS (No Action Can Be Taken)

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 Board. 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 Board.

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 Commission Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the Planning Commission Board.

2. CONSENT CALENDAR - Continued

Item 2.1: Posting of the Agenda. The Agenda for the August 18, 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 August 5, 2020.

Item 2.2: Approval of the August 18, 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.

Recommendation: **Approval by roll call vote.**

1st _____ 2nd _____

3. PLANNING COMMISSION PUBLIC HEARINGS

The public notice for Items 3.1 and 3.2 was published in the Riverbank News on August 5, 2020. The 300 ft. property owner notices of the public hearing were mailed out via US Postal Service on August 5, 2020.

Item 3.1: **Development Agreement No. 02-2020 – Cary Pope – Ward Villas Affordable Housing Project (Dept. #2020-0018)** The project consists of a Development Agreement for the previously approved Ward Villas subdivision project located at 2912 Ward Avenue (APN 132-036-003). The project site has a General Plan Land Use Designation of Medium Density Residential (MDR) 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: **Approval of Resolution #2020-007 to recommend approval of the Development Agreement to the City Council.**

1st _____ 2nd _____

Item 3.2: **Architecture and Site Plan Review No. 01-2020 – Central Valley Barber College (Dept. #20-0002)** The project consists of the Architecture and Site Plan Review of a remodeled front elevation, demolition of an existing building, and new landscaped parking lot, 3501 Atchison Street (APN 132-005-020). The proposed project will not have a significant effect on the environment and is categorically exempt under Article 19 Section 15332 (a-e) Class 32, In-Fill Development Projects.

Recommendation: **Approval of Resolution #2020-008 to approve Architecture and Site Plan Review No. 01-2020.**

1st _____ 2nd _____

4. PLANNING COMMISSION PRESENTATION (Information only)

None.

5. PLANNING COMMISSION COMMENTS

None.

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

None.

7. STAFF COMMENTS (Information Only – No Action)

Item 7.1: City Council Meeting Update from July 28, 2020.

8. ADJOURNMENT

- Special Planning Commission meeting – September 1, 2020 @ 6:00 p.m.
- Regular Planning Commission meeting – September 15, 2020 @ 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act. Posted this 5th day of August, 2020

/s/ *Gabriel Salazar, Associate Planner, 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) 863-7191.

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

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

This table is not for publication	
PUBLISH DATE: August 5, 2020	TO LEGAL: July 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, August 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. 02-2020 – Cary Pope – Ward Villas Affordable Housing Project - The project consists of a Development Agreement for the previously approved Ward Villas subdivision project located at 2912 Ward Avenue (APN 132-036-003). The project site has a General Plan Land Use Designation of Medium Density Residential (MDR) 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.

Architecture and Site Plan Review 01-2020 - Carl Gibbs – (File # 20-0002) – Central Valley Barber College - The project consists of the Architecture and Site Plan Review of a remodeled front elevation, demolition of an existing building, and new landscaped parking lot, 3501 Atchison Street (APN 132-005-020). A CEQA Exemption for Infill Development is proposed.

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 August, 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 August, 2020 /s/Janet Smallen, Sr. CDS, Riverbank, CA

For official use only:

Posted: Click here to enter a date.	Publish: Click here to enter a date.	Remove: Click here to enter a date.
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/s/ Janet Smallen, Sr. CDS, City of Riverbank

**Aug 5, 2020
RN#20-074**



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

**REVISED
8/05/20**

This table is not for publication	
PUBLISH DATE: August 12, 2020	TO LEGAL: August 5, 2020
DEPT.: Planning	Riverbank News

NOTICE OF PUBLIC HEARING
CITY OF RIVERBANK PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that pursuant to the Governor's Executive Order N-29-20 in regards to public meeting requirements during the COVID-19 orders, the Planning Commission of the City of Riverbank will hold a public hearing on **Tuesday, August 18, 2020, at 6:00 p.m.** or soon thereafter via teleconference to consider the following matter:

Development Agreement No. 02-2020 – Cary Pope – Ward Villas Affordable Housing Project - The project consists of a Development Agreement for the previously approved Ward Villas subdivision project located at 2912 Ward Avenue (APN 132-036-003). The project site has a General Plan Land Use Designation of Medium Density Residential (MDR) 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.

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NEW OPEN MEETING PROCEDURES: This public meeting will be conducted **only by teleconferencing or other technological remote platforms (there is no physical location to attend this meeting)**. “Live” viewing is available by Charter Government Channel – 2, AT&T U-Verse Channel – 99, and YouTube live streaming at <https://www.youtube.com/watch?v=7UN98ekdzdk>. Other participation options may arise by the day of the meeting. Notice will be posted on the City's website.

ALL INTERESTED PARTIES (COVID-19 PROCEDURES): You are invited to participate in this public meeting to express opinions or submit evidence for or against the subject

matter being considered in accordance with the Governor's Executive Order by providing written comments via email to dkenney@riverbank.org or by U.S. Postal Service to the City of Riverbank, Attn: Planning, 6707 Third St., Riverbank, 95367.

Comments must be received no later than 5:00 p.m. on the day of the meeting. Written comments will again be received by email at dkenney@riverbank.org and by phone (209) 863-7172 up until the Item for consideration has ended. All comments received during the specified times will be made part of the record. At the writing of this notice, other technological methods to allow better participation of the meeting are in the works. Changes or additions to the methods of providing public comments, will be posted on the City's website, Facebook, and any other communication channels, or you may call Donna M. Kenney, Planning and Building Manager, 209-863-7124 or email dkenney@riverbank.org for this information **no later than 5:00 p.m.** on the day of the meeting.

Normally, public materials pertaining to the presentation of the subject matter will be made available at www.riverbank.org upon distribution to a majority of the Planning Commission, (typically 72 hours prior to the meeting). The meeting materials for this item will be on the above website 14 days prior to the meeting. 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 12th day of August, 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 August, 2020 /s/Janet Smallen, Sr. CDS, Riverbank, CA		

For official use only:

Posted: 8/5/2020	Publish: 8/12/2020	Remove: 8/19/2020
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CITY OF RIVERBANK PLANNING
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**Development Agreement No. 02-2020
– Cary Pope – Ward Villas Affordable**

Housing Project - The project consists of a Development Agreement for the previously approved Ward Villas subdivision project located at 2912 Ward Avenue (APN 132-036-003). The project site has a General Plan Land Use Designation of Medium Density Residential (MDR) 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.

**Architecture and Site Plan Review
01-2020 - Carl Gibbs – (File # 20-0002)**

– Central Valley Barber College - The project consists of the Architecture and Site Plan Review of a remodeled front elevation, demolition of an existing building, and new landscaped parking lot, 3501 Atchison Street (APN 132-005-020). A CEQA Exemption for Infill Development is proposed.

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

Aug 12, 2020

RN#20-078

**CITY OF RIVERBANK
PLANNING COMMISSION
STAFF REPORT**

ITEM NO: 3.1 August 18, 2020

APPLICATION: Development Agreement No. 02-2020 – Cary Pope – Ward Villas Affordable Housing Project (Dept. #2020-0018). The project consists of a Development Agreement for affordable housing for the previously approved Ward Villas subdivision project located at 2912 Ward Avenue (APN 132-036-003).

OWNER: William Spivock
Westwood Country Venture, LLC

APPLICANT: Cary Pope
3237 Riverside Drive
Riverbank, CA 95367

LOCATION/APN: The proposed project is located in Riverbank and bounded by Ward Avenue to the north; Roselle Avenue to the east; Fern Court to the south; and Don Ramon Avenue to the west. The address is 2912 Ward Avenue (APN 132-036-003).

GENERAL PLAN: Medium Density Residential (MDR)

ZONING: Planned Development (PD)

ENVIRONMENTAL DETERMINATION: The Ward Villas subdivision was previously evaluated and found to qualify for an exemption pursuant to Section 15332 (Class 32) In-Fill Development Projects of the State CEQA Guidelines and thus does not require further environmental review as there are no changes to the physical project. 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.

PROJECT PLANNER: Donna M. Kenney, Planning and Building Manager

RECOMMENDATION: Approve Resolution No. 2020-007 (Attachment 1), recommending that the City Council approve Ordinance No.

2020-XXX for a Development Agreement (Exhibit A), which extends the life and identifies the requirements of approved Ward Villas Tentative Map 01-2015 relating to real property located at 2912 Ward Avenue (APN 132-036-003).

ACRONYMS: CEQA – California Environmental Quality Act
DA – Development Agreement
TM – Tentative Map

I. EXECUTIVE SUMMARY

The proposed project consists of a Development Agreement (“DA”), which extends the life of TM 01-2015, a twenty-eight (28) lot single-family residential subdivision. The project site currently has a General Plan Land Use designation of Medium Density Residential (MDR) and is currently zoned Planned Development (PD).

II. BACKGROUND

The proposed project is located in Riverbank and bound by Ward Avenue to the north; Roselle Avenue to the east; Fern Court to the south; and Don Ramon Avenue to the west. The formal address of the proposed project site is 2912 Ward Avenue. The project site is vacant land except for an older residence to be removed. The site is surrounded by developed subdivisions.

A. Tentative Map 01-2015

Ward Villas Tentative Map 01-2015 was approved by the Planning Commission on January 19, 2016 and the General Plan Amendment and Rezone for the Project were approved by the City Council on February 9, 2016. According to State Subdivision law, an approved tentative map has a life of twenty-four (24) months (to install improvements and be approved as a Final Map). This particular map was set to expire on January 19, 2018. Pursuant to the City’s Subdivision Ordinance, the Planning Commission may approve a requested extension of a tentative map for an additional three (3) years, total. The property owner requested from the Planning Commission and received three 1-year extensions on October 17, 2017, September 18, 2018, and November 19, 2019. Currently, the map is set to expire January 19, 2021. There has been no Architecture and Site Plan review of the housing and there were no design guidelines submitted. There are elevations attached of conceptual housing envisioned by the applicant, who is working to create affordable housing.

Tentative Map 01-2015 was approved with 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 8-16 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 does not conflict with any easements of record.*

B. Architecture / Design

The Project lacks specific architectural designs at this time so the future builder of the tentative map will be required to submit an Architecture and Site Plan Review application, of which the Planning Commission has final discretionary approval. Concept elevations are attached (Attachment 2).

C. 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 01-2015 will adhere to 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. There is no park component but the developer will install benches, a table, and a grill along the perimeter of the landscaped basin.

III. 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

City and Developer have agreed in concept to fees and credits attributable to Developer 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. Final figures will be provided to the City Council during that public hearing.

PUBLIC NOTICE

On August 5, 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 Riverbank News and posted on the City's website on August 5, 2020. It was also posted at City Hall North, South, the post office and sent to the library on August 5, 2020. The subject property was posted on August 6, 2020.

ATTACHMENTS

Attachment 1 - Planning Commission Resolution No. 2020-007

Exhibit A – Ward Villas Draft Development Agreement with Exhibits

Exhibit B – Draft Ordinance No. 2020-XXX

Attachment 2 – Concept elevations

Respectfully Submitted By:

Donna M. Kenney

Donna M. Kenney
Planning and Building Manager



City of Riverbank Development Services Department

Planning Division ≈ Building Division ≈ Neighborhood Improvement Division

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

August 5, 2020

To whom it may concern:

You are receiving this letter because you reside within 300 feet of the project described below:

NOTICE OF A PUBLIC HEARING CITY OF RIVERBANK

NOTICE IS HEREBY GIVEN that pursuant to the Governor's Executive Order N-29-20 in regards to public meeting requirements during the COVID-19 orders, the Planning Commission of the City of Riverbank will hold a public hearing on **Tuesday, August 18, 2020, at 6:00 p.m.** or soon thereafter via teleconference to consider the following matter:

Development Agreement No. 02-2020 – Cary Pope – Ward Villas Affordable Housing Project - The project consists of a Development Agreement for the previously approved Ward Villas subdivision project located at 2912 Ward Avenue (APN 132-036-003). The project site has a General Plan Land Use Designation of Medium Density Residential (MDR) 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.

Planning Commission Meeting August 18, 2020 at 6:00 pm

NEW OPEN MEETING PROCEDURES: This public meeting will be conducted **only by teleconferencing or other technological remote platforms (there is no physical location to attend this meeting)**. "Live" viewing is available by Charter Government Channel – 2, AT&T U-Verse Channel – 99, and YouTube live streaming at <https://www.youtube.com/watch?v=7UN98ekdzdk>. Other participation options may arise by the day of the meeting. Notice will be posted on the City's website.

ALL INTERESTED PARTIES (COVID-19 PROCEDURES): You are invited to participate in this public meeting to express opinions or submit evidence for or against the subject matter being considered in accordance with the Governor's Executive Order by providing written comments via email to dkenney@riverbank.org or by **U.S. Postal Service** to the City of Riverbank, Attn: Planning, 6707 Third St., Riverbank, 95367.

Comments must be received no later than 5:00 p.m. on the day of the meeting. Written comments will again be received by email at dkenney@riverbank.org and by

phone (209) 863-7172 up until the Item for consideration has ended. All comments received during the specified times will be made part of the record. At the writing of this notice, other technological methods to allow better participation of the meeting are in the works. Changes or additions to the methods of providing public comments, will be posted on the City's website, Facebook, and any other communication channels, or you may call Donna M. Kenney, Planning and Building Manager, 209-863-7124 or email dkenney@riverbank.org for this information **no later than 5:00 p.m.** on the day of the meeting.

Normally, public materials pertaining to the presentation of the subject matter will be made available at www.riverbank.org upon distribution to a majority of the Planning Commission, (typically 72 hours prior to the meeting). The meeting materials for this item will be on the above website 14 days prior to the meeting. 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.

**City of Riverbank
Planning Commission
Resolution No. 2020-007**

**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 Cary Pope for the
Ward Villas Affordable Housing Project (APN 132-036-003)**

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 Cary Pope, Developer ("Cary Pope"), to provide Cary Pope with a vested right to develop approximately 28 single-family residential lots on approximately 2.42 acres in connection with the project known as Ward Villas Affordable Housing Project ("Ward Villas" or "Project"), and to extend the life of Tentative Map 01-2015 relating to the Project; and

WHEREAS, the Development Agreement provides a vested right for Cary Pope to improve, develop, and use real property to develop approximately 28 single family residential lots within Ward Villas as defined in the Development Agreement; and

WHEREAS, staff had determined that Tentative Map 01-2015 was exempt pursuant to Section 15332 (Class 32, In-Fill Development Projects) of the State CEQA Guidelines. The adopted tentative map meets the conditions prescribed by CEQA Section 15332(a-e). Thus, approval of the Development Agreement does not require further environmental review; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 18, 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 (Exhibit "A") between the City of Riverbank and Cary Pope, 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 18th day of August 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: 132-036-003

DEVELOPMENT AGREEMENT BY AND BETWEEN THE

CITY OF RIVERBANK

AND

CARY POPE

RELATING TO THE DEVELOPMENT KNOWN AS THE

“WARD VILLAS”

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 CARY POPE (“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 2.42 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 February 9, 2016, the City Council adopted Resolution No. 2016-008, approving a general plan amendment redesignating 2.42 acres to medium density residential (MDR) which allows for a net density of eight to sixteen (8-16) dwelling units per acre;

(ii) On February 9, 2016, the City Council adopted Resolution No. 2016-009, approving tentative subdivision map 01-2015 (the “Ward Villas Tentative Map”) and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 28 residential lots on 2.42 acres;

(iii) On February 9, 2016, the City Council adopted Ordinance No. 2016-010, approving a rezone of 2.42 acres to Planned Development and allowing for a net density of eight to sixteen (8-16) dwelling units per acre;

E. Pursuant to the California Environmental Quality Act, it has been determined that the proposed Tentative Map is exempt pursuant to Section 15332 (Class 32) In-Fill Development

Projects of the State CEQA Guidelines. The proposed Tentative Map meets the conditions prescribed by CEQA Section 15332(a-e).

F. Developer has proposed to develop the Property into 28 residential lots 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, Cary Pope, 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 Ward Villas 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 2.42 acres of real property located north of Fern Court, east of Don Ramon Avenue, west of Roselle Avenue, and south of Ward Avenue, in the City of Riverbank and the County of Stanislaus, State of California, as shown on the Ward Villas Tentative Map in **Exhibit A**.

1.16. “Ward Villas Tentative Map” shall refer to the Tentative Subdivision Map for the Project, as approved by the City Council on February 9, 2016 by Resolution No. 2016-009, 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: Resolution 2016-009 and Ward Villas Tentative Map
- Exhibit B: Legal Description of Property
- Exhibit C: Consolidated Conditions of Approval
- Exhibit D: System Development Fee Reimbursement
- Exhibit E: Ward Villas SDF
- Exhibit F: Draft Subdivision Improvement Agreement
- Exhibit G: Draft 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 Ward Villas 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 Ward Villas Affordable Project 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. As this is a joint City-Developer project, the City may waive those processing, inspection and plan checking fees and charges normally required by City under the 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. City shall defer payment by Developer of these fees for a period of five (5) years or as otherwise determined in a cooperation 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 or deferral 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 Ward Villas 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.

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 where mutually agreed, submit any grants that may be beneficial to this project, and to the extent applicable, county, 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

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:

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

If to Developer: Cary Pope
3237 Riverside Drive
Riverbank, CA 95367
Email: cpope@pmz.com
Phone: 209-456-6297

DEVELOPMENT AGREEMENT
City of Riverbank and Cary Pope
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10.10. 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.

10.11. 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.

10.12. 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.

10.13. 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.

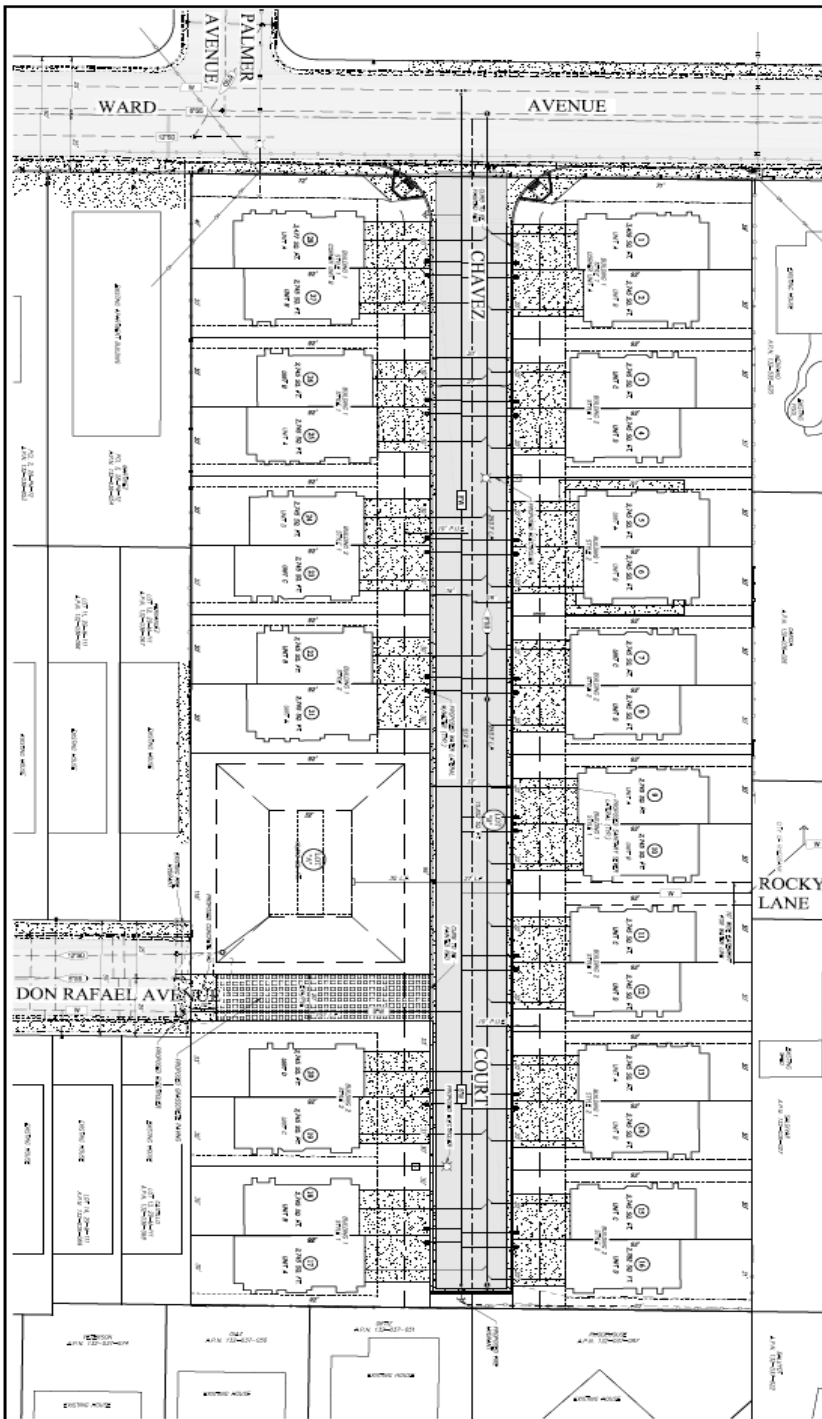
[Signatures on following page]

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

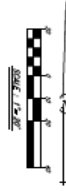
CITY	DEVELOPER
The City of Riverbank, a California municipal corporation	Cary Pope
By: _____ Richard O'Brien, Mayor	_____, President
Date: _____	
APPROVED AS TO FORM:	
By: _____ Tom Hallinan, City Attorney	
ATTEST:	
By: _____ City Clerk	

Ward Villas Tentative Map





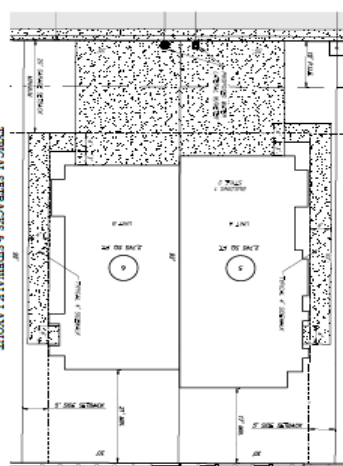
- GENERAL NOTES**
1. ASSOCIATED PAPER NUMBER 132-036-003
 2. TOTAL AREA 2.42 ACRES
 3. TOTAL NUMBER OF RESIDENTIAL UNITS 20 (NINETEEN 1 AND 1)
 4. COUNCIL SERVICE CITY OF RIVERSIDE
 5. COUNCIL SERVICE CITY OF RIVERSIDE
 6. COUNCIL SERVICE CITY OF RIVERSIDE
 7. COUNCIL SERVICE CITY OF RIVERSIDE
 8. ALL NEW PAVING (PAVING) SHALL BE INSTALLED ACCORDING TO RIVERSIDE COUNTY SPECIFICATIONS
 9. THE PROJECT SITE SHALL BE SLOPED AND EXISTING PAVING SHALL BE REMOVED AND REPLACED WITH NEW PAVING
 10. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND NOT MOVED
 11. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND NOT MOVED



- STATEMENT OF SUBDIVISION**
- A. ALL BUILDINGS SHALL BE CONSTRUCTED PER CITY OF RIVERSIDE SPECIFICATIONS
 - B. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - C. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - D. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - E. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - F. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - G. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - H. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - I. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - J. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - K. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - L. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - M. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
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 - O. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - P. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - Q. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
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 - S. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - T. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - U. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - V. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - W. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - X. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - Y. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS
 - Z. STORM DRAINAGE SHALL BE INSTALLED PER CITY OF RIVERSIDE SPECIFICATIONS

OWNER
 RIVERSIDE COUNTY
 1315 N. 5TH AVENUE, SUITE 100
 RIVERSIDE, CA 92503
 (951) 521-0000

ENGINEER
 HAWKINS & ASSOCIATES
 436 MITCHELL ROAD
 MODESTO, CA 95354
 (209) 575-4295



UTILITY PLAN WARD AVENUE VILLAS VESTING TENTATIVE SUBDIVISION MAP A.P.N. 132-036-003 2912 WARD AVENUE RIVERSIDE, CALIFORNIA		HAWKINS & ASSOCIATES ENGINEERING, INC. 436 MITCHELL ROAD MODESTO, CA 95354 PH: (209) 575-4295 FX: (209) 575-4295	811 Before you dig Call before you dig	CHECKED BY: H. HAWKINS DATE: 01/11/2011 DESIGNED BY: H. HAWKINS DATE: 01/11/2011 DRAWN BY: H. HAWKINS DATE: 01/11/2011 TITLE: UTILITY PLAN PROJECT: WARD AVENUE VILLAS SHEET: 3 OF 3
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EXHIBIT B

Legal Description of Property

the following described real property in the City of Riverbank, County of Stanislaus, State of California:

The East half of Lot 96 of Riverbank Acreage Tract as per Map filed March 23, 1912 in Vol. 6 of Maps, Page 33, Stanislaus County Records.

DRAFT

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, including annexing into a Community Facilities District, or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project; and
2. Applicant shall provide a labor, material and warranty bond as a part of his subdivision improvement agreement prior to map recordation; and
3. Fencing along the east, west, and south property lines and separating individual lots shall be six (6) feet tall. If adjacent neighbor fences need replacement during construction, vinyl shall be replaced with vinyl and wood shall be replaced with wood or vinyl. Vinyl fencing shall be installed on the two parcels fronting Ward Avenue to the satisfaction of the Community Development Director; and
4. A Major Tree Conservation Permit including a Tree Removal Permit Application, Tree Survey and Tree Protection Plan is required before a grading permit can be issued; and
5. The private street name, Chavez Street shall be approved by City Council unless a street with that name already exists in Stanislaus County; and
6. CFD 2016-01 shall be responsible for maintenance of the basin and common areas, landscaping (including front yards), and walls and fences (including graffiti removal and re-staining wooden fencing when it fades from sprinklers); and
7. Three (3) sets of landscape and irrigation plans shall be prepared and submitted with fee for review and approval by the City's contract landscape architect; and
8. The developer shall provide functionally opening windows on all elevations to the satisfaction of the Community Development Director; and
9. The developer shall install sidewalks on both sides of the private street; and
10. The developer shall install a concrete pad on Ward Avenue for school children to wait on to the satisfaction of the Community Development Director; and
11. The developer shall record a ten (10) foot water line easement between Lot 10 and Lot 11, from Rocky Lane to the private street to loop the water system; and
12. Pursuant to RMC section 153.162 (E)(3) the developer shall provide seven (7) amenities for the seven (7) deviations from standard ordinance requirements: 1. enhanced landscaping (i.e. larger size plants, more dense plantings); 2. a colored concrete or brick crosswalk across the private street at Ward Avenue; 3. One (1) grill and one (1) table at the storm water basin; 4. upgraded garage (carriage) doors; 5. French doors instead of sliding

doors in the living rooms; 6. outdoor outlets to support electric mowers, trimmers, and Christmas lights; and 7. two (2) benches at the storm water basin.

DRAFT

EXHIBIT D

Draft System Development Fee Reimbursement

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 E

SDF

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 F

Draft Subdivision Improvement Agreement

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 THE WARD VILLAS 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 Cary Pope, and / or Assignee(s) ("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 2.42 acres, lying in the City of Riverbank, County of Stanislaus, California, known as "Ward Villas" (the "Subdivision").

B. On January 19, 2016, the Planning Commission approved Tentative Subdivision Map No. 2016-001 for the Subdivision with conditions of approval (the "Tentative Map"). Resolution No. 2016-___ 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.

- (a) 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 City 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 City Engineer and City 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.

(b)

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: Cary Pope
3237 Riverside Drive
Riverbank, CA 95367
209-456-6297
cpope@pmz.com

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.

(c)

[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:

Cary Pope, President

By: _____
Name: Cary Pope
Title: President
Date Signed: _____

CITY:

CITY OF RIVERBANK, a California
municipal corporation:

By: _____
Sean Scully, City Manager
Date: _____

ATTEST:

By: _____
Annabelle Aguilar, 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 Cary Pope 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

City of Riverbank
Planning Commission
Resolution No. 2016-006

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK RECOMMENDING APPROVAL OF THE REQUEST OF
TROY WRIGHT FOR A VESTING TENTATIVE MAP 01-2015 TO
SUBDIVIDE 2.42 ACRES INTO 28 PLANNED DEVELOPMENT SINGLE
FAMILY RESIDENTIAL LOTS, LOCATED AT
2912 WARD AVENUE APN: 132-036-003**

WHEREAS, a vesting tentative map application has been received from Troy Wright/ Applicant and Rachel Garcia and Mary Chavez/Owners, to divide a parcel (APN 132-036-003) of 2.42 acres, into 28 Planned Development single family residential lots, a private street and a basin/emergency vehicle access; and

WHEREAS, the City Subdivision Ordinance, Section 152.037 states that as a condition of approval of a tentative map, the subdivider shall dedicate and develop parkland, pay a fee in lieu thereof, or both, at the option of the City. In this case the City has chosen to accept the payment of an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of .24 acres; and

WHEREAS, public facilities represent the public's investment in the development of the complex, urban infrastructure that is necessary to support the physical operation of the city; and

WHEREAS, the proposed tentative map is consistent with the following General Plan policies discussed at length in the staff report: CONS 4.2 (storm water), CONS 8.6 (compact development), CONS 8.9 (drought-tolerant landscaping) and SAFE 2.2 (fire protection); and

WHEREAS, with modification by adopted Conditions of Approval, the proposed tentative map will become consistent with the following General Plan policies discussed at length in the staff report: DESIGN 1.3 (connectivity), DESIGN 1.6 (connectivity), DESIGN 2.5 (sidewalks), DESIGN 2.7 (sidewalks), DESIGN 2.8 (transit amenity), DESIGN 3.1 (connectivity), DESIGN 3.2 (porches), DESIGN 3.5 (driveway and garage widths), and DESIGN 5.2 (porches); and

WHEREAS, Vesting Tentative Map 01-2015 was reviewed by the Riverbank Planning Commission at a regular meeting held on January 19, 2016 in the manner prescribed by law; and

WHEREAS, The Planning Commission did consider a proposed Exemption pursuant to the California Environmental Quality Act and considers this to be the appropriate level of environmental review in this case. The Planning Commission finds that the proposed project meets the conditions prescribed in Section 15332 (a-e) (Class 32, In-Fill Development Projects) of the State CEQA Guidelines; and

WHEREAS, The Riverbank Planning Commission recommends approval of the requested Vesting Tentative Map date-stamped January 13, 2016 prepared by Hawkins and Associates Engineering, Inc. and modified by adopted Conditions of Approval, and incorporated herein as a part

of this Planning Commission Resolution; and

WHEREAS, The Planning Commission of the City of Riverbank hereby finds and adopts the following findings:

- A. The project is consistent with the General Plan with modification by the adopted conditions of approval.
- B. Notice to the general public and adjoining neighbors in the time and in the manner required by State Law and City Code was provided.
- C. Pursuant to the California Environmental Quality Act, the proposed project is exempt pursuant to Section 15332 (Class 32, In-Fill Development Projects) of the State CEQA Guidelines. The proposed Project meets conditions prescribed by CEQA Section 15332 (a-e).
- D. The approval of Vesting Tentative Map 01-2015 to divide parcel APN 132-036-003 of 2.42 acres, into 28 single family lots will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood in that the project is similar to, and compatible with, neighboring uses in the area.

WHEREAS, The request for the Vesting Tentative Map is hereby recommended for conditional approval by the Planning Commission of the City of Riverbank, subject to and modified by the following conditions:

- 1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014, including annexing into a Community Facilities District, or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project; and
- 2. All frontage improvements (curb, gutter, and sidewalk) along Ward Avenue and the private street shall be designed, completed, and inspected by the City prior to Final Map Recordation.
- 3. Fencing along the east, west, and south property lines and separating individual lots shall be six (6) feet tall. If adjacent neighbor fences need replacement during construction, vinyl shall be replaced with vinyl and wood shall be replaced with wood or vinyl. A decorative wall meeting city standards shall be installed on the two parcels fronting Ward Avenue to the satisfaction of the Community Development Director.
- 4. A Major Tree Conservation Permit including a Tree Removal Permit Application, Tree Survey and Tree Protection Plan is required before a grading permit can be issued.
- 5. The private street name, Chavez Street shall be approved by City Council unless a street with that name already exists in Stanislaus County.
- 6. The required Home Owner's Association shall be responsible for maintenance of the basin and common areas, landscaping (including front yards), and walls and fences (including graffiti removal and re-staining wooden fencing when it fades from sprinklers).

7. The Park-in-lieu fee obligation for this project is .24 acres to be paid based on values of land at the time the Final Map is recorded.
8. Three (3) sets of landscape and irrigation plans shall be prepared and submitted with fee for review and approval by the City's contract landscape architect.
9. The developer shall provide functionally opening windows on all elevations to the satisfaction of the Community Development Director.
10. The developer shall install sidewalks on both sides of the private street.
11. The developer shall install a concrete pad on Ward Avenue for school children to wait on to the satisfaction of the Community Development Director.
12. The developer shall record a ten (10) foot water line easement between Lot 10 and Lot 11, from Rocky Lane to the private street to loop the water system
13. Pursuant to RMC section 153.162 (E)(3) the developer shall provide seven (7) amenities for the seven (7) deviations from standard ordinance requirements: 1. enhanced landscaping (i.e. larger size plants, more dense plantings); 2. a colored concrete or brick crosswalk across the private street at Ward Avenue; 3. A decorative block wall and vinyl fencing instead of wooden fencing where fencing is visible from the streets; 4. upgraded garage (carriage) doors; 5. French doors instead of sliding doors in the living rooms; 6. outdoor outlets to support electric mowers, trimmers, and Christmas lights; and 7. two (2) benches at the storm water basin.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission recommends for approval Vesting Tentative Map No. 01-2015, subject to those Conditions of Approval established by Resolution No. 2016-006 and to be recorded as modified.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 19th day of January, 2016; motioned by Commissioner McKinney, seconded by Commissioner Stewart, and upon roll call was carried by the following vote of 4-0:

AYES: Commissioner's: Hughes, Stewart, Villapudua and McKinney

NOES: None

ABSENT: None

ABSTAIN: None

Attest:


Donna M. Kenney
Planning and Building Manager

Approved:


Patricia Hughes, Chairperson
Planning Commission

Exhibit G
Assumption and Assignment Agreement

**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:

SUBSEQUENT LANDOWNER:

_____, a _____

_____, a _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED:

City Manager

EXHIBIT A

Assigned Parcels

[Provide legal description of assigned parcels]

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)

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:

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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)

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. 02-2020 FOR WARD VILLAS AFFORDABLE RESIDENTIAL PROJECT (APN 132-036-003)

WHEREAS, Cary Pope, who proposes to develop 28 residential lots in the City of Riverbank ("City") and related public improvements, is requesting to extend by Development Agreement the life of Tentative Map 01-2015 a subdivision known as Ward Villas (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 February 9, 2016, the City Council adopted Resolution No. 2016-008, approving a general plan amendment redesignating 2.4 acres to medium-density residential (MDR) which allows for a net density of eight to sixteen (8-16) dwelling units per net acre; and

WHEREAS, On February 9, 2016, the City Council adopted Resolution No. 2016-009, approving Tentative Map 01-2015 and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 28 residential lots on 2.4 acres; and

WHEREAS, On February 9, 2016, the City Council adopted Ordinance No. 2016-010, approving a rezone of 2.4 acres to Planned Development and allowing for a net density of eight to sixteen (8-16) dwelling units per acre; and

WHEREAS, the City of Riverbank Planning Commission held a duly noticed public hearing on Tuesday, August 18, 2020 to consider the Ward Villas Development Agreement and provided their recommendation to the City Council; and

EXHIBIT B

WHEREAS, the City and Cary Pope 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 Ward Villas 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 Ward Villas 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 Ward Villas 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 Cary Pope and the City of Riverbank relating to the development known as “Ward Villas” located on the following APN: 132-036-003.

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 August 5, 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 August 5, 2020.

Section 4: Pursuant to the California Environmental Quality Act (CEQA) environmental impacts relating to the Project were evaluated and Tentative Map 01-2015 was exempt pursuant to Section 15332 (Class 32, In-Fill Development Projects) of the State CEQA Guidelines. The adopted tentative map meets the conditions prescribed by CEQA Section 15332(a-e). Pursuant to CEQA Guidelines Section 15378, the Development Agreement is within the purview of the Ward Villas 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:

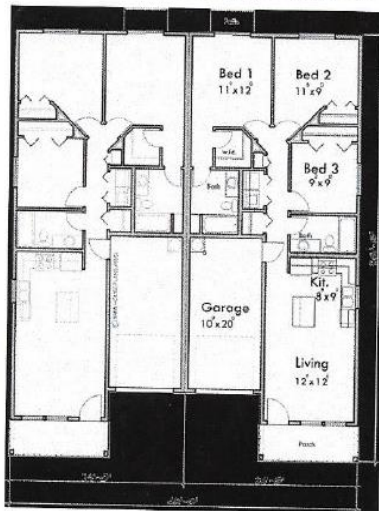
Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

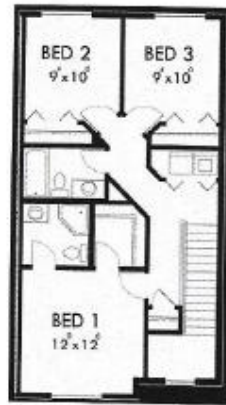
ATTACHMENT 2



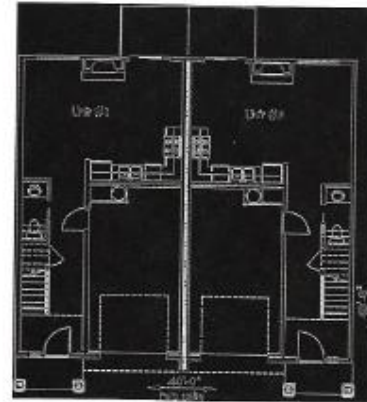
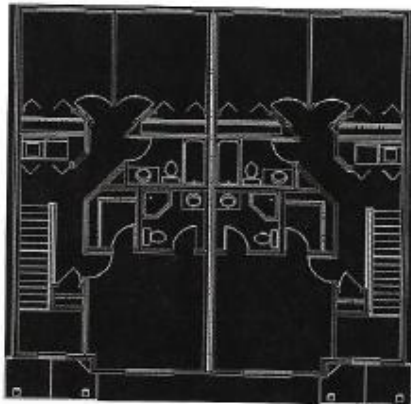
Total sq. ft.:	979
Bedrooms:	3
Bathrooms:	2
Garage Stalls:	1
Width:	48' 0"
Depth:	50' 0"
Ridge Height:	12' 1"
Foundations Available:	Slab



ATTACHMENT 2



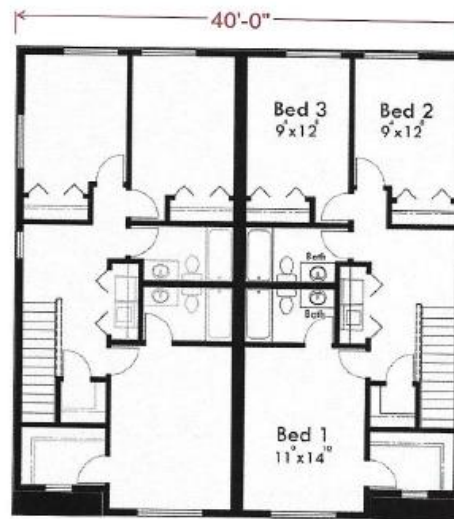
Total sq. ft.:	1,140
Upper Floor sq. ft.:	334
Lower Floor sq. ft.:	806
Bathrooms:	3
Hallways:	2.5
Garage Bays:	1
Width:	48' 0"
Depth:	48' 0"
Kidge Height:	25' 0"
Foundations Available:	Conventional, Slab



ATTACHMENT 2



Total sq. ft.:	1,371
Upper Floor sq. ft.:	764
Main Floor sq. ft.:	567
Bedrooms:	3
Bathrooms:	2.5
Garage stalls:	1
Width:	40' 0"
Depth:	66' 0"
Ridge Height:	26' 6"



ATTACHMENT 2



Total sq. ft.: 1,450
 Upper Floor sq. ft.: 641
 Main Floor sq. ft.: 809
 Bedrooms: 2
 Bathrooms: 2.5
 Garage Stalls: 1
 Width: 49'9"
 Depth: 40' 0"
 Ridge Height: 26' 5"
 Foundations Available: Crawl Space



**CITY OF RIVERBANK
PLANNING COMMISSION**

STAFF REPORT

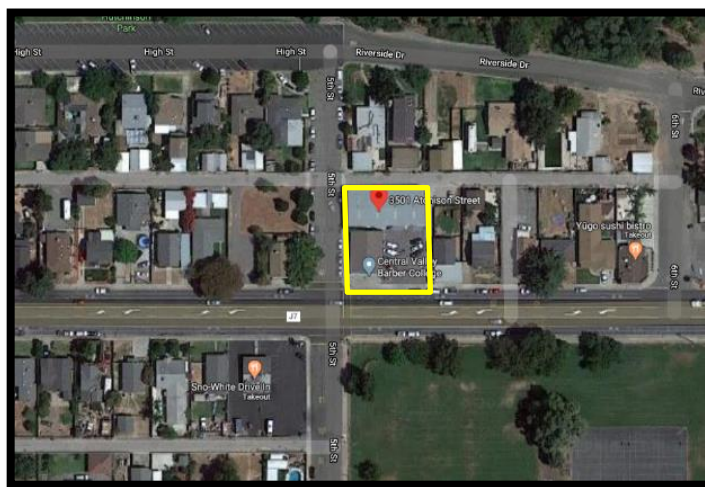
ITEM NO:	3.2	August 18, 2020
APPLICATION:	Project Description: Architecture & Site Plan Review 01-2020 (Dept. File #20-0002) – Central Valley Barber College/Carl Gibbs, applicant; David White, owner – 3501 Atchison Street, APN: 132-005-020. The Project consists of the Architecture and Site Plan Review of a remodel to an existing warehouse building with a new façade, demolition of an existing barber college building, and the addition of new landscaping. The proposed project will not have a significant effect on the environment and is categorically exempt under Article 19 Section 15332 (a-e) Class 32, In-Fill Development Projects.	
OWNER:	David White 6845 Zerillo Drive Riverbank, CA 95367	
APPLICANT REPRESENTATIVE:	Bill Leer 1854 Main Street Escalon, CA 95320	
GENERAL PLAN:	Mixed Use (MU)	
ZONING:	Highway Boulevard (HB) in the Downtown Specific Plan	
ENVIRONMENTAL DETERMINATION:	The proposed project will not have a significant effect on the environment and is not a Project pursuant to CEQA Guidelines.	
PROJECT PLANNER:	Gabriel R. Salazar, Associate Planner	
RECOMMENDATION:	Approve Architecture and Site Plan Review 01-2020 subject to the conditions in attached Resolution 2020-008.	
ACROMYMS:	CEQA – California Environmental Quality Act	

I. EXECUTIVE SUMMARY:

The applicant proposes to modify an existing 5,000 square foot metal warehouse building with a new Hollywood façade for a barber college, demolish an existing 2,350 commercial building (used for the existing barber college), and develop a new landscaped parking lot. The new barber college space will include a larger classroom, reception area, storage room, break room, two offices, lobby area, three restrooms (one private), and shampoo work station area. The existing warehouse building will be refaced to improve its appearance and make it aesthetically more pleasant and pursuant to the design standards in the Downtown Specific Plan. The remodeled barber college is anticipated to accommodate 46 people.

II. BACKGROUND & PROJECT INFORMATION:

The project site, 3501 Atchison Street, is located on the northeast corner of Atchison Street and 5th Street. The subject site, outlined in yellow, is a 12,500 square foot site and the home of Central Valley Barber College since 2013. The existing buildings were built in 1960. The building that currently houses the barber college has 15 work stations in approximately 2,300 square feet and will be demolished. The future barber college home is currently used as a warehouse, which is approximately 5,000 square feet in size. It will be modified and provide ample space for the barber college with 30 workstations to accommodate more students. The proposed modification allows the existing business to expand and provide additional parking.



The project site is surrounded by Louie's Barber Shop to the east, residential homes to the west and north, and Cardozo Middle School to the south, across Atchison Street. The subject site is located on two adjacent parcels 6,250 square feet in size, measuring approximately 125 feet by 50 feet deep. The applicant is working with staff to merge both

lots to ensure orderly development and that the project is on one lot. The proposed use and current use, a barber college, is considered and classified as an educational service use. It is permitted by right in the Highway Boulevard zoning district.

III. ANALYSIS:

A. Site Design

The existing site plan (Exhibit A Page 1) shows a square shaped parcel with the proposed location of the building renovation along the northern property line of the lot, the existing barber college (to be demolished), and the current parking lot. The parking (Exhibit A Page 2) shows the proposed building renovation, and the new improved, expanded parking lot. The existing warehouse building to be modified is adjacent to an alley.

B. Building Design

The modified barber college building totals approximately 5,000 square feet: classroom/vocational area (3,428 square feet), office (250 square feet) office no. 2 (206 square feet), storage room (128 square feet), breakroom (206 square feet), bathroom/shampoo area (395 square feet), and janitor/washer/dryer area 41 square feet (Exhibit C – Floor Plan). The floor plan features a large classroom/vocational area with 30 seats for classes.

The exterior building colors are proposed as Morning Fog (base), Black of Night (base), and Serious Gray (accent) (Exhibit A Sheet A3.0). The roof will be flat. The façade is a Hollywood front and will have a silver Aluminum Storefront system with mason stucco finish and a metal awning over the entrances (Exhibit B Color Elevations and Elevations). The aluminum storefront will provide a sleek, clean design to the entrance and with the awning, will enhance the exterior appearance. The west elevation, facing 5th Street, is proposed to have a stucco finish with an accent feature on a portion of the wall and a metal siding on the remaining portion. Staff requested that the applicant create consistency and uniformity in scale and wall siding between the north and west elevations for a more appealing wall, since those two would face the street. Nonetheless, the west elevation will have metal siding with stucco on the base of the wall to make it more attractive. The light fixtures also are prominent and will soften the walls. The north elevation which faces the alley will have contrasting colors Morning Fog, Black of Night, and Serious Gray to create an attractive exterior.

C. Parking and Traffic

The normal hours of the barber college are 9:00 a.m. – 7:00 p.m. Monday through Friday for students, and 10:00 a.m. – 6:00 p.m. for customers. During Covid-19 the barber

college has been doing distance learning classes. The business has no employees, only the two owners on-site, and anticipates a maximum capacity of 46 people.

The proposed building will total 5,000 square feet. The modified building will have approximately 45 seats in a 3,428 square foot area. The remaining area, approximately 1,235 square foot, is for restrooms, shampoo stations, sinks, storage areas, etc. Per Section 153.85 Off-Street Parking Requirements, (N) Schools, (3) Colleges, one space per every three seats are required. Additionally, Per Section 153.85 Off-Street Parking Requirements, (I) Office Buildings, (2) General Business and professional offices, one space for every 300 square feet of gross floor area is required. The applicant proposes 14 parking spaces on-site.

The Downtown Specific Plan (Section 2.3.3.) also notes that non-residential parking requirements may be provided on-site or off-site within 800 feet of the project site, which is within two City blocks. The applicant has entered into a parking lot rental agreement to use 3442 Atchison Street, located on the southwest corner of Atchison Street and 5th Street, Sno-White Drive In Restaurant, for additional parking (14 parking spaces). **The Sno-White Drive In Restaurant has 28 total parking spaces, and 14 are available for sharing with the barber college.** The project is in conformance with the parking standards as there are parking spaces available on the street, on-site parking (14) and nearby off-site (14) parking for a total of 28 parking spaces.

D. Signage

Any signage planned for the new façade of the building will be reviewed under a separate permit once submitted.

IV. FINDINGS:

A. General Plan Consistency Findings

Pursuant to the City of Riverbank General Plan, the Planning Commission must make the following findings relevant to the Architectural and Site Plan Review:

1. Policy DESIGN-7.1: The City will encourage new buildings to reflect a scale, treatment, and character in harmony with the traditional urban buildings that give the Downtown its character. *The proposed modified building will occupy and maximize the property and enhance the aesthetic appeal of the area.*
2. Policy DESIGN 7.5: The City will require ground floor building façade treatments and activities that generate pedestrian interest and comfort. Large windows, canopies, arcades, plazas and outdoor seating are examples of such amenities. *The proposed modified building will have several architectural features such as an aluminum*

façade, awning structure over the entrance, and contrasting bands to make the exterior aesthetically pleasing.

3. Policy DESIGN 7.9: The City will support efforts to reduce the visual impact of surface parking lots. *The proposed modified building and project requires parking on-site, but also allows for remote parking in nearby areas. For this project, additional parking is provided across the street which allows for the reuse of existing parking in the Downtown without requiring significant new parking minimizing the visual impact of more surface parking.*
4. Policy DESIGN-8.3: The City will require the use of durable, high quality building materials to lower maintenance and replacement needs and ensure the aesthetic appeal of new development and rehabilitation of Downtown. *The proposed modified building exterior will have an aluminum façade with stucco which will be attractive for the Downtown and the highly traveled Atchison Street. The project will also rehabilitate an existing warehouse building and make the barber college site appealing.*

V. PUBLIC NOTICE:

The Planning Commission public hearing notice was published in the Riverbank News on August 5, 2020 and posted at City Hall North, South, Post Office, Community Center and website on August 5, 2020. The public hearing notice was also published in the Riverbank News on August 12, 2020, posted at City Hall North, South, Post Office Community Center, and website to include the Covid-19 meeting participation information. In addition, the Applicant posted a Notice of Development Permit Application at 3501 Atchison Street on Tuesday, August 4th and 35 notices were distributed to residents and business within 300-feet of the Project site in accordance with City standard practices on Wednesday, August 5th. At the time of writing this Staff Report (August 12, 2020), City staff has not received any written public comment, but any written comments received subsequent to this date shall be supplied to the Commission on the day of the meeting.

VI. CONCLUSION:

The proposed project is an infill project that will result in the alteration of an existing 5,000 square foot warehouse building, demolition of an existing building, and a new landscaped parking lot. The proposed project will increase the capacity of the existing barber college, by expanding to a larger space on the same site. The new façade and new parking lot will improve the overall aesthetics of the site. The proposed project will enhance the overall experience for students, and employees of the existing establishment. For these reasons, staff recommends the approval of Architecture and Site Plan Review 01-2020 subject to the conditions in attached Resolution 2020-008.

VII. ATTACHMENTS:

1. Planning Commission Resolution No. 2020-008
2. Exhibit A – Existing and Proposed Site Plans
3. Exhibit B – Elevations
4. Exhibit C – Floor Plan

Respectfully Submitted By:

Gabriel Salazar

Gabriel R. Salazar
Associate Planner

**City of Riverbank
Planning Commission
Resolution No. 2020-008**

**ADOPTION OF ARCHITECTURE AND SITE PLAN REVIEW 02-2020
FOR CENTRAL VALLEY BARBER COLLEGE
3501 ATCHISON STREET (APN 132-005-020)**

WHEREAS, An application has been received from Carl Gibbs for the Architectural and Site Plan Review of a modification to an existing building at 3501 Atchison Street (APN 132-005-020); and

WHEREAS, The Planning Commission held a public hearing on August 18, 2020, to consider Architecture and Site Plan Review 01-2020; and

WHEREAS, The architectural review of an existing structure is not a Project pursuant to CEQA Guidelines; and

WHEREAS, The Riverbank Planning Commission made the following findings:

1. The proposed project, together with the provisions for its design and improvements, is consistent with the goals, policies, program and uses of the General Plan.
2. The proposed Architecture and Site Plan Review along with the Conditions of Approval is in conformity with both the intent and provisions of the Zoning Ordinance, Title 153, of the City of Riverbank Code of Ordinances; and

WHEREAS, the proposed project is consistent with the following aspects of the General Plan:

1. Policy DESIGN-7.1: The City will encourage new buildings to reflect a scale, treatment, and character in harmony with the traditional urban buildings that give the Downtown its character.
2. Policy DESIGN 7.5: The City will require ground floor building façade treatments and activities that generate pedestrian interest and comfort. Large windows, canopies, arcades, plazas and outdoor seating are examples of such amenities.
3. Policy DESIGN 7.9: The City will support efforts to reduce the visual impact of surface parking lots.

4. Policy DESIGN-8.3: The City will require the use of durable, high quality building materials to lower maintenance and replacement needs and ensure the aesthetic appeal of new development and rehabilitation of Downtown; and

WHEREAS, the request and plans of Carl Gibbs, applicant, are hereby granted and approved, subject to the following conditions:

1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in the 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 applicant shall build the entire project according to the site plans and elevations date stamped July 2, 2020 and on file with the Community Development Department and presented to the Planning Commission as part of this action.
3. The Community Development Director shall approve the trash enclosure location, which shall be built to city standards.
4. An application, plans, and current fee shall be submitted for the approval of landscaping and irrigation.
5. New signage shall be reviewed and approved under a separate permit. Any existing nonconforming signage shall be removed.
6. All exterior lighting shall be LED and focused downward on the site.
7. Existing perimeter fence and gates to be removed. If replaced, it shall be with ornamental wrought iron fencing approved by the Community Development Director.
8. No interior plans are approved with this resolution. Tenant improvement plans shall be approved under the Building Permit process.
9. Parking spaces available at the nearby Sno-White Drive In Restaurant, 3442 Atchison Street, should be striped and apparent to Barber College students for parking.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission that Architecture and Site Plan Review 01-2020 is hereby approved, subject to those conditions established by Resolution No. 2020-008 and as illustrated in Exhibits "A" Site Plan, "B" Elevations, and "C" Floor Plan

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 18th of August, 2020, motioned by Commissioner _____, seconded by Commissioner _____, and upon roll call was carried by the following vote _-_:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

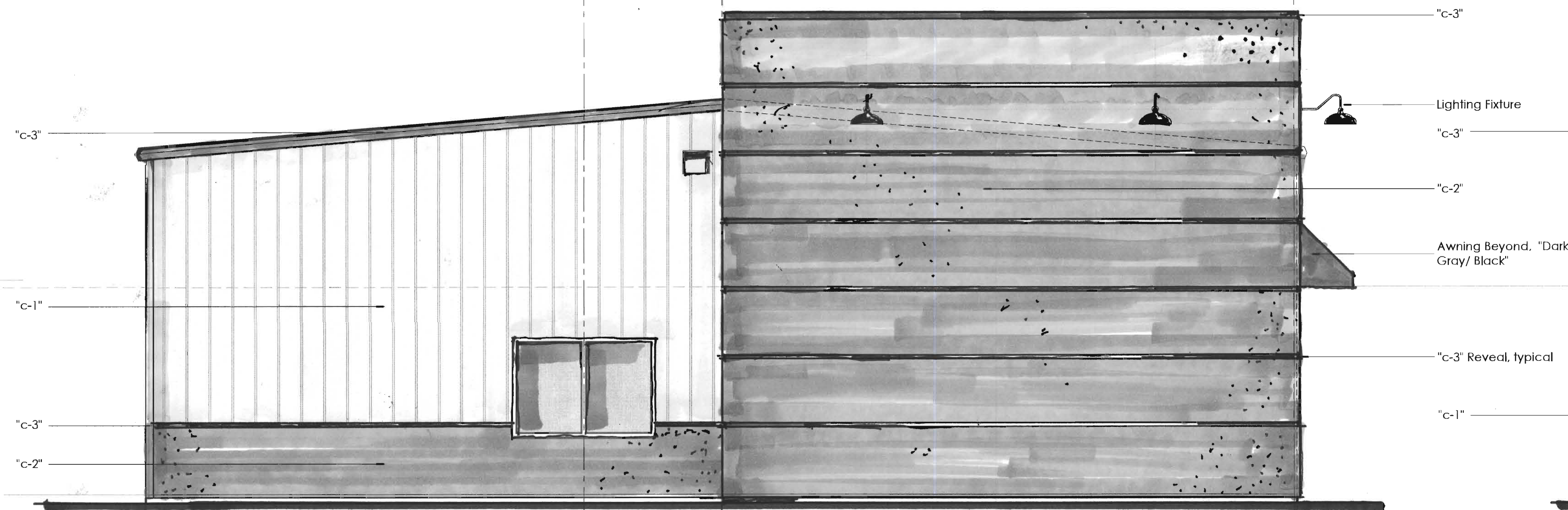
Approved:

Donna M. Kenney,
Planning and Building Manager

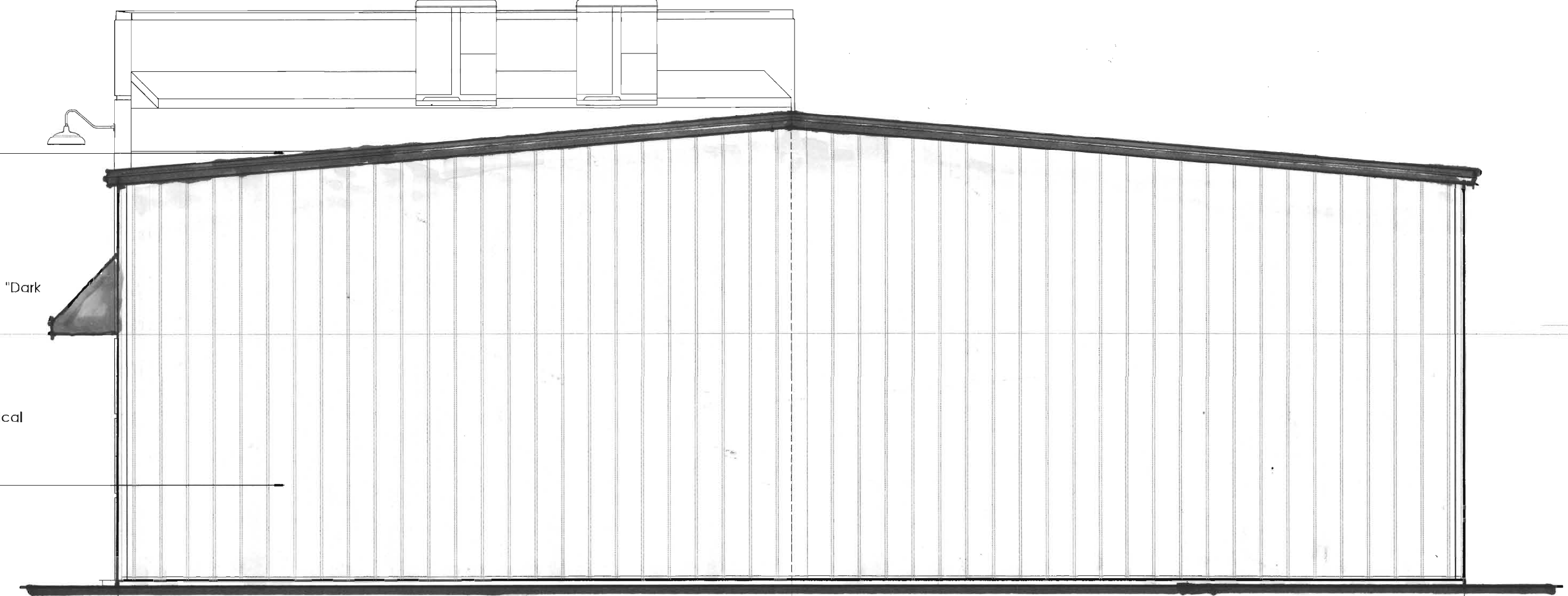
Mallorie Fenrich, Chair
Planning Commission



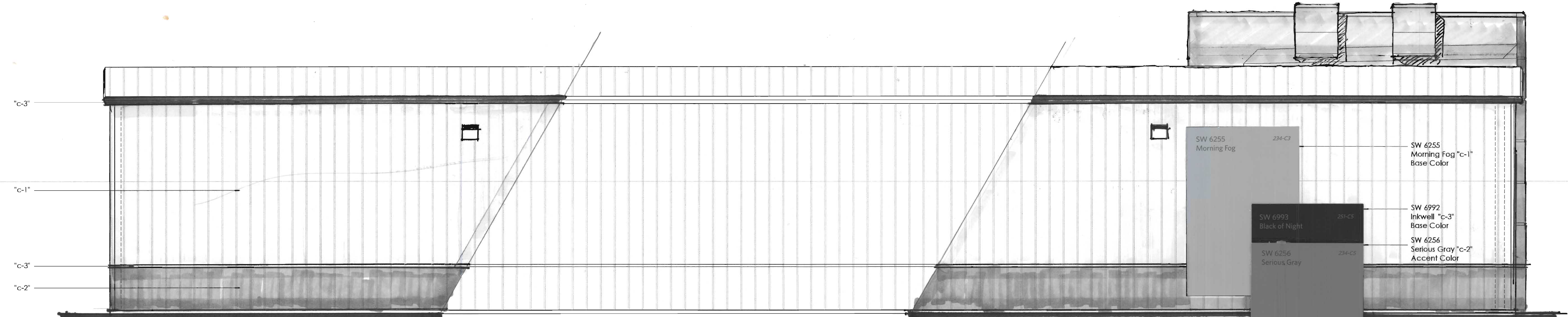
01 South "Atchison Street" Elevation
1/4"=1'-0"



02 West "5th Street" Elevation
1/4"=1'-0"



03 East Elevation
1/4"=1'-0"



04 North Elevation "Alley"
1/4"=1'-0"

jmwells design

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jmwellsdesign@outlook.com

CORP. 3011 20 10 10 2020

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date of issue/ revisions:

no. date description

6/8/2020 CITY COMMENTS

consultants/contractor

LEER CORPORATION
2708 Reece Ct, Ripon, CA 95238
952.886.1200

LEER CONSTRUCTION, INC.
PACWEST
CONSULTANTS INC
5401 N. Hickman Rd., Denair, Ca. 95316
(209) 485-8620

Tenant Improvement
Central Valley
BARBER COLLEGE
3501 Atchison Street
Riverside, California
APN: 132-005-020

sheet contents
Exterior Elevations
"Color Selections"

project no. 19102
drawn by jw
checked by jmw/LEER
project architect

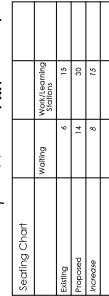
plot date 02/19/2020

sheet number

A3.0

of

96



01 Floor Plan

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