



CITY OF RIVERBANK
**REGULAR CITY COUNCIL AND THE
LOCAL REDEVELOPMENT AUTHORITY MEETINGS**
(The City Council also serves as the LRA Board)
City Hall North • Council Chambers
6707 Third Street • Suite B • Riverbank • CA • 95367

AGENDA

TUESDAY, FEBRUARY 14, 2017, 2017 – 6:00 P.M.

(THE AGENDA PACKET IS POSTED AT THE CITY CLERK'S OFFICE AND AT WWW.RIVERBANK.ORG)

- CALL TO ORDER:** Mayor/Chair Richard D. O'Brien
- FLAG SALUTE:** Mayor/Chair Richard D. O'Brien
- INVOCATION:** Riverbank Ministerial Association
- ROLL CALL:** Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Leanne Jones Cruz
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 4 Darlene Barber-Martinez
Council/Authority Member Cal Campbell

CHANGES TO THE AGENDA: Mayor/Chair Richard D. O'Brien

CONFLICT OF INTEREST

Any Council/Authority 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.
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1. PRESENTATIONS

Item 1.1: Proclamation – Recognition of the 50th Anniversary of the Riverbank Federated Women's Club in February 2017

2. 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 City Council/LRA 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 City Council/LRA Board.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Approval of the January 24, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.B-1: Approval of the February 1, 2017, Special City Council Minutes.

Item 3.C: A **Resolution** to Authorize the City Manager to Execute a Memorandum of Understanding between the City and the Stanislaus Housing Authority to Transfer the Tasks and Responsibilities for the Recruitment of Riverbank Housing Authority Commissioners and to Confirm the Authority's Participation with Property Development in Partnership with the Riverbank Housing Authority.

Recommendation: It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

4. UNFINISHED BUSINESS

There are no items to consider.

5. PUBLIC HEARINGS

The public notices for Item 5.1 and 5.2 were published in the Riverbank News on 02/01/2017. The public notice for Item 5.3 was published in the Riverbank News on 01/25/2017.

Item 5.1: **The First Reading and Introduction by Title only of a Proposed Ordinance, Approving Development Agreement No. 02-2015 for the Hayes 4, Phase Two Residential Project** – It is recommended that the City Council approve the proposed ordinance to initiate a second reading by title and consider its adoption on February 28, 2017, for the approval of the proposed project and adoption of the Initial Study, based on the analysis presented and based on the findings in the published Initial Study for the Countryside Development. The project consists of a Development Agreement that clarifies the original conditions of map approval specific to the Hayes 4, Phase Two development, adds map life, clarifies storm drainage concepts, and other conditions of approval. The project consists of 9.40 gross acres and would result in 49 single-family detached residential lots (overall residential density 5.21 du/gross acre), a 0.98 park/basin and associated street, sewer, water, and storm drainage improvements.

Item 5.2: **The First Reading and Introduction of a Proposed Ordinance Amending Title IX: General Regulations, Chapter 92.30: Smoking Restrictions; Chapter 94.07: Acts Prohibited; and Chapter 94.11: Skate Park Facility, by Repealing these Chapters in their Entirety and Substituting them with New Chapter 92.30: Smoking Restrictions; Chapter 94.07: Acts Prohibited; and Chapter 94.11: Skate Park Facility, to the Riverbank Municipal Code of Ordinances** – It is recommended that the City Council conduct the public hearing for the first reading and introduction by title only of the proposed ordinance to consider its approval as presented, which will initiate the scheduling of the ordinance for its second reading by title only on February 28, 2017, to consider its adoption.

Item 5.3: **Review the Jacob Myers Park Management Plan and Continue the Public Hearing, or Adopt the Proposed Resolution of the City Council to Approve and Establish Fees for Jacob Myers Park, or Cancel the Public Hearing** – It is recommended that the City Council:

1. Review the Jacob Myers Park Management Plan and provide direction as deemed necessary; and
2. Open the public hearing, receive comments, close the public hearing, and if so determined by the City Council:
 - a. Continue the public hearing to a future date and provide direction to staff, or
 - b. Adopt the proposed resolution as presented, or
 - c. Cancel the public hearing and continue with the current operations as they are.

6. NEW BUSINESS

Item 6.1: **A Resolution of the City Council Adopting the 2016 and 2015 Annual General Plan Progress Reports As Well As the 2015 and 2016 Annual Progress Reports of the General Plan Housing Element** – It is recommended that the City Council adopt the proposed resolution to approve the City's 2016 and 2015 General Plan and Housing Element Annual Progress Reports (APR) and authorize Staff to submit said reports to the California Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD).

Item 6.2: **A Resolution of the City Council Acknowledging the Responsibilities, Conditions, and Disbursement, of CDBG "Over-the-Counter" Grant Funds in Support of the Local Redevelopment Authority's Economic Development Activities at the Riverbank Industrial Complex** – It is recommended that the City Council adopt the resolution that acknowledges the disbursement of Community Development Block Grant (CDBG) "Over-the- Counter" grant funds and understands the associated risks for non-attainment of job-related goals.

- Item 6.3:** **Personal Indoor Marijuana Cultivation** – It is recommended that the City Council review the presented information regarding Personal Indoor Marijuana Cultivation and provide direction to staff.

7. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of business shall be made. The Brown Act does not allow for discussion or action by the City Council.

- Item 7.1:** Staff

- Item 7.2:** Council/Authority Member

- Item 7.3:** Mayor/Chair

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing into Closed Session.

- Item 8.1:** **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: Sean Scully, City Manager
Employee organizations: Riverbank Miscellaneous Employees
 Riverbank Mid-Management Bargaining Unit

9. REPORT FROM CLOSED SESSION

- Item 9.1:** Report on Closed Session on Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**

ADJOURNMENT (The next regular City Council meeting –Tuesday, Feb. 28 @ 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 Brown Act.

Posted this 9th day of February, 2017

/s/Annabelle H. Aguilar, CMC, City Clerk /LRA Recorder

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 City Clerk's Office at (209) 863-7122 or cityclerk@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 Council/LRA Board shall be in English and anyone wishing to address the Council 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 City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Tuesdays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when available, on the City's website. Additional documents 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 City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. 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 regular meeting of the City Council or a meeting of the LRA, 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	City Council/LRA meetings are televised on Charter Channel 2 and AT&T Uverse Channel 99. Video of the meeting and the schedule of replays may be seen on the City's website, under the "Action 2" Icon. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
Questions	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	February 14, 2017
Subject:	Proclamation – Recognition of the 50 th Anniversary of the Riverbank Federated Women's Club in February 2017
From:	Sean Scully, City Manager
Submitted by:	Cheryl Stefani, Administrative Assistant

RECOMMENDATION

It is recommended that the City Council read the Proclamation for Recognition of the 50th Anniversary of the Riverbank Federated Women's Club in February 2017; and present to Marilyn McRitchie, President.

SUMMARY

The Riverbank Federated Women's Club is a service organization in Riverbank which was established in 1966 and federated in the month of February 1967. This February 2017 will mark the 50th anniversary of its federation. The Riverbank Federated Women's Club is instrumental in providing to the community by the contribution of their time and financial support in numerous facets. Two \$1,000 scholarships are provided to graduating seniors that reside in Riverbank. In addition, one scholarship is granted to send a middle school student to Tech Trek, a weeklong science and math camp presented by the American Association of University Women (AAUW). The Riverbank Federated Women's Club supports our community each December by participating in Adopt-A-Family and purchasing items for children. They volunteer their assistance at City events including the Cheese and Wine Exposition; and offer financial support for the Halloween Hayride. The Riverbank Federated Women's Club meets the third Tuesday of the month at the Scout Hall at 3017 High Street in Riverbank and welcomes newcomers to attend.

FINANCIAL IMPACT:

There is no financial impact with the report.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK

PROCLAMATION

RIVERBANK FEDERATED WOMEN'S CLUB

WHEREAS, the Riverbank Federated Women's Club is a service organization that was established in 1966; and federated in February 1967; and still has one original charter member amongst its current membership; and

WHEREAS, the Riverbank Federated Women's Club promotes the opportunity for students to further their education by donating two \$1,000 scholarships to graduating high school seniors that reside in Riverbank; and

WHEREAS, the Riverbank Federated Women's Club holds effective fundraisers including the Holiday Luncheon for raising scholarship money to send a middle school student to Tech Trek, a weeklong science and math camp presented by the American Association of University Women (AAUW); and

WHEREAS, the Riverbank Federated Women's Club members volunteer their assistance with City events including the Riverbank Cheese and Wine Exposition; and provide financial support for the Halloween Hayride in Riverbank; and

WHEREAS, the Riverbank Federated Women's Club contributes to the community by participating in Adopt-A-Family during the holidays and purchases items for children; and

WHEREAS, the Riverbank Federated Women's Club meets the third Tuesday of the month at the Scout Hall at 3017 High Street in Riverbank and welcomes newcomers to attend.

NOW, THEREFORE, LET IT BE PROCLAIMED by the City Council of the City of Riverbank to honor Recognition of the 50th Anniversary of the Riverbank Federated Women's Club in the month of February 2017.

February 14, 2017

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 14 , 2017
Subject:	Waiver of Readings
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of Ordinances and Resolutions, except by title.

SUMMARY

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B**

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 14, 2017
Subject:	Approval of the January 24, 2017, City Council and Local Redevelopment Authority Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council / Local Redevelopment Authority Board approve the City Council /LRA Meeting Minutes as presented.

SUMMARY

The Draft Minutes of the January 24, 2017, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. January 24, 2017, City Council and LRA Minutes



**City of Riverbank
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING**
(The City Council also serves as the LRA Board)

**MINUTES OF
TUESDAY, JANUARY 24, 2017**

Verbatim proceedings of the meetings may be viewed on-line or a copy may be provided for a fee.

CALL TO ORDER:

The City Council and Local Redevelopment Authority Board of the City of Riverbank met at 6:00 p.m. on this date at the Riverbank City Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Mayor/Chair Richard D. O'Brien presiding.

FLAG SALUTE:

Mayor/Chair Richard D. O'Brien

INVOCATION:

Reverend Charles Neal, Riverbank Ministerial Association

ROLL CALL:

Present

Mayor/Chair Richard D. O'Brien
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 4 Darlene Barber-Martinez
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *no changes to the agenda.*

CONFLICT OF INTEREST

Any Council/Authority 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.

Councilmember Barber-Martinez declared a conflict with Item 6.1, Vice Mayor Jones Cruz declared a conflict with item 6.4, and Councilmember Fosi declared a conflict with 5.1.

1. PRESENTATIONS

There were no presentations.

2. 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 City Council/LRA 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 City Council/LRA Board.

Public comments were made by: Ramon Bermudez, Riverbank.

3. CONSENT CALENDAR

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

Item 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Approval of the January 10, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution [No. 2017-002]** Authorizing the Submission of an Application for Housing Related Parks Grant.

Item 3.D: A **Resolution [No. 2017-003]** Authorizing WestAmerica Bank, Wells Fargo Bank, and Bank of America to Execute a New Signature Card and to Honor as Genuine Any and All Check and Drafts Drawn in the Name of the City of Riverbank that have been Signed with the New Facsimile Signature.

Item 3.E: A **Resolution [No. 2017-004]** Approving the Salary Ranges for the City Manager and Assistant City Manager Classifications.

Recommendation: It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

ACTION: *By motion moved and seconded (Jones Cruz / Campbell / passed 5-0) to approve Consent Calendar Items 3.A, through 3.E as presented; Motion carried by unanimous City Council and LRA Board roll call vote.*

*AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor/Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

4. UNFINISHED BUSINESS

Item 4.1: Second Reading by Title Only and Adoption of Proposed Ordinance No. 2017-002 of the City Council of the City of Riverbank, California, Amending Title XV: Land Usage; Chapter 150: Building Regulations; Section 150.01 through 150.16: Adoption of Standard Codes; and Adopting by Reference the 2016 Edition of the: California Administrative Code, California Building Code; California Residential Code; California Green Building Standards Code; California Plumbing Code; California Electrical Code; California Fire Code; California Mechanical Code; California Energy Code; California Existing Building Code; California Historical Code; and Amending Title XV:

Land Usage; Chapter 157: Water Efficient Landscape and Irrigation; Section 157.01: Purpose and Intent, of the City of Riverbank Code of Ordinances – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2017-002 and consider its adoption by roll call vote.

City Manager Sean Scully presented the item.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to adopt Ordinance No. 2017-002 to Amend Title XV: Land Usage; Chapter 150: Building Regulations; Section 150.01 through 150.16: Adoption of Standard Codes; and Adopting by Reference the 2016 Edition of the: California Codes as presented. Motion carried by unanimous City Council roll call vote.*
AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

5. PUBLIC HEARINGS

The public hearing notice for Item 5.1 was published in the Riverbank News on 01/11/2017.

Item 5.1: **A Resolution [No. 2017-005] Authorizing and Directing the Execution of a Memorandum of Understanding Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (“GSA MOU”)** – It is recommended that the City Council consider adopting a Resolution authorizing the City Manager to execute the GSA MOU and to prepare and submit notice of the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency’s (“STRGBA GSA”) election to be the groundwater sustainability agency (“GSA”) for the Modesto Sub-basin (designated basin number 5-22.02 in the California Department of Water Resources CASGEM groundwater basin system) (“Basin”) to the California Department of Water Resources (“DWR”).

Councilmember Fosi recused herself from this item and exited the chambers at 6:11 p.m.

Public Works Superintendent Michael Riddell presented the staff report.

Mayor O’Brien opened the public hearing at 6:22 p.m.

· Mr. Ramon Bermudez commented.

Mayor O’Brien closed the public hearing at 6:24 p.m.

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 4-0) to adopt Resolution No. 2017-005 authorizing and directing the execution of a Memorandum of Understanding Forming the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (“GSA MOU”) Motion carried by unanimous City Council roll call vote.*
AYES: Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

Councilmember Fosi returned to the dais at 6:25 p.m.

6. NEW BUSINESS

Item 6.1: **A Resolution [No. 2017-006] to Waive the Requested Fees for the Riverbank Chamber of Commerce for the Operation of the Farmer's Market and Authorization to Reimburse the Associated Enterprise Fund from the General Fund** – It is recommended that the City Council review the plans for the 2017 Farmer's Market and provide staff direction on the request to waive the fees for City services and if approved, authorize the reimbursement of the Enterprise Fund with a General Fund allocation.

Councilmember Barber-Martinez recused herself from this item and exited the chambers at 6:25 p.m.

Director of Parks and Recreation Sue Fitzpatrick presented the staff report. City Council and Staff discussed the item. Concern of the events title as a Farmer's Market was expressed by Council Members. Ms. Garnette Martin, Chamber of Commerce Representative, spoke in support of the event.

ACTION: *By motion moved and seconded (O'Brien / Campbell / passed 3-1) to adopt Resolution No. 2017-006 approving to Waive the Requested Fees for the Riverbank Chamber of Commerce for the Operation of the Farmer's Market and Authorization to Reimburse the Associated Enterprise Fund from the General Fund as presented. Motion carried by City Council roll call vote.*

AYES: Fosi, Campbell, and Mayor O'Brien

NAYS: Jones Cruz / ABSENT: None / ABSTAINED: None

Councilmember Barber-Martinez returned to the dais at 6:38 p.m.

Item 6.2: **A Resolution [No. 2017-007] Authorizing the Execution of a Performance Agreement with Chris Ricci Presents Inc. for the Planning, Organizing and Implementation of the Cheese and Wine Festival and Appropriating \$15,000 from the General Fund for Said Services** – It is recommended that the City Council consider approval of the Resolution Authorizing the Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2017 Cheese & Wine Festival.

Director of Parks and Recreation Sue Fitzpatrick presented the staff report. City Council and Staff discussed the item. Concerns with promotion of the event and the timely pick up of money at the beer booths were expressed, and a request was made to track staff's time spent on the event.

ACTION: *By motion moved and seconded (Campbell / Fosi / passed 4-1) to adopt Resolution No. 2017-007 authorizing the Execution of a Performance Agreement with Chris*

Ricci Presents Inc. for the Planning, Organizing and Implementation of the Cheese and Wine Festival and Appropriating \$15,000 from the General Fund for Said Services as presented. Motion carried by City Council roll call vote.

AYES: Fosi, Barber-Martinez, Campbell, and Mayor O'Brien

NAYS: Jones Cruz / ABSENT: None / ABSTAINED: None

- Item 6.3:** **A Resolution [No. 2017-008] Authorizing the Mayor to Execute a Lease Agreement with Chris Ricci Presents, Inc. for the Riverbank Cheese and Wine Festival** – It is recommended that the City Council motion to adopt the proposed Resolution authorizing the Mayor to enter into a lease agreement with Chris Ricci Presents, Inc. for the area associated with the Cheese and Wine Festival held October 14, 2017 and October 15, 2017.

Director of Parks and Recreation Sue Fitzpatrick presented the staff report; a map of the finalized area will be presented at a later date.

ACTION: *By motion moved and seconded (Barber-Martinez / Fosi / passed 4-1) to adopt Resolution No. 2017-008 authorizing the Mayor to Execute a Lease Agreement with Chris Ricci Presents, Inc. for the Riverbank Cheese and Wine Festival as presented. Motion carried by City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, and Mayor O'Brien

NAYS: Jones Cruz / ABSENT: None / ABSTAINED: None

- Item 6.4:** **Acceptance of the Morrill Road Overlay Project and Authorization to File a Notice of Completion** – It is recommended that the City Council accept the completion of the Morrill Road Overlay Project and authorize staff to file a Notice of Completion.

Councilmember Jones Cruz recused herself from this item and exited the chamber at 6:48 p.m. Community Development Services Administration Manager Kathleen Cleek presented the staff report.

ACTION: *By motion moved and seconded (Barber-Martinez / Fosi / passed 4-0) to approve the acceptance of the Morrill Road Overlay Project and authorization to File a Notice of Completion as presented; Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Councilmember Jones Cruz returned to the dais at 6:55 p.m.

- Item 6.5:** **Consideration of the City Council's Regular Meetings Schedule for the Year 2017** – It is recommended that the City Council consider the schedule of the regular City Council meeting dates, including proposed canceled meeting dates of May 23rd, July 11th, and December 26th, and make any adjustments to the schedule, as desired, for the year 2017.

City Manager Sean Scully presented the staff report.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to approve the City Council schedule of regular City Council meeting dates, including the canceled meeting dates of May 23rd, July 11th, and December 26th as presented; Motion carried by unanimous City Council roll call vote.*
AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None

7 COMMENTS/REPORTS

A brief report on attendance of a meeting or conference or other notable topics of business shall be made. The Brown Act does not allow for discussion or action by the City Council.

Item 7.1: Staff

- *Public Works Superintendent Michael Riddell provided an update on research and planning grants for a Wastewater Treatment Plant recycle water project.*
- *Planning and Building Manager Donna Kenney provided an update on the Del Rio project.*

Item 7.2: Council/Authority Member

- *Council/Authority Member Fosi commented on the desire to see more involvement of Farmers in the Farmer's Market event.*
- *Council/Authority Member Barber-Martinez reported on her attendance of the League of California Cities Statewide Community Policy Committee, and announced the Citizen of the Year Awards event.*

Item 7.3: Mayor/Chair

Mayor O'Brien: 1) clarified the collection of taxes of Measure L, the need to plan and implement the Measure, and the need for Riverbank citizen's interest to serve on the Measure L Committee; 2) spoke in regards to the implementation and oversight of Proposition 64, Adult Use of Marijuana Act; and 3) spoke in regards to the Proposition and the realignment of nonviolent offenses, and the need to watch and act on Bills that address what a true "criminal" act is.

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing into Closed Session.

Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code § 54957.6

Agency representative: Sean Scully, City Manager

Employee organizations: Riverbank Miscellaneous Employees

 Riverbank Mid-Management Bargaining Unit

Mayor/Chair O'Brien announced the Closed Session Item and opened the item for public comment; no one spoke. The meetings were recessed and City Council went into Closed Session at 7:09 p.m.

9. REPORT FROM CLOSED SESSION

Mayor/Chair O'Brien reconvened the meetings at 7:53 p.m.

Item 9.1: Report on Closed Session on Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**

Mayor O'Brien reported that direction was given to Staff.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:53 p.m.

ATTEST: (Adopted 02/14/2017)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B-1

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 14, 2017
Subject:	Approval of the February 14, 2017, Special City Council Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council approve the Special City Council Minutes as presented.

SUMMARY

The Draft Minutes of the February 1, 2017, Special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. February 1, 2017, Special City Council Minutes



**CITY OF RIVERBANK
SPECIAL CITY COUNCIL MEETING
MINUTES OF
WEDNESDAY, FEBRUARY 01, 2017**

CALL TO ORDER:

The City Council of the City of Riverbank met at 630 p.m. on this date at the Riverbank Community Center, 600-A Santa Fe Street, Riverbank, California, with Mayor O'Brien presiding.

ROLL CALL: Mayor Richard D. O'Brien
Present: Councilmember District 2 Cindy Fosi
Councilmember District 4 Darlene Barber-Martinez (arrived at 6:35 p.m.)
Councilmember Cal Campbell

Absent: Vice Mayor Leanne Jones Cruz

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are 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. For record purposes, please state your name and City of residence. When speaking, please address the entire City Council.

No one spoke.

2. CONSENT CALENDAR

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

Item 2:1 **Nonprofit and Community Partners Forum** - To encourage and develop direct communication between local nonprofits and community based organizations in Riverbank in order to build more effective working relationships and to improve community services.

2.1-A Update from the Nonprofits and Community Groups.

Everyone in attendance introduced themselves and were given the opportunity to provide activity news of their organization.

2.1-B The Effects of Homelessness in the Community.

After discussion of this item it was decided that:

- 1) Mayor O'Brien would contact the County in regards to providing transportation service for the Riverbank area.*
- 2) Formulate a community event to provide assistance such as a health fair or employment fair.*
- 3) Mayor O'Brien will look into funding from the federal Housing and Urban Development (HUD) Agency and the Veterans Affairs (VA) Agency. Parks and Recreation Director Sue Fitzpatrick will look into Community Development Block Grant (CDBG) funding for programs or services to provide the homeless.*
- 4) Efforts will include providing assistance to senior citizens.*
- 5) Center a community event on the Friday of a Senior Brunch event.*

Mayor O'Brien stated that many of these items could be coordinated through the City.

2.1-C Increasing Communication with Use of Social Media.

After discussion of this item it was decided that:

- 1) City staff time would be dedicated to begin the effort of creating a web site for the purpose of sharing information of activities and services offered by the community organizations, and at some point it would need to be handed over to someone else.*
- 2) Create internal and external communication channels.*
- 3) Form a community calendar to post each organization's event.*
- 4) Look into the possibility of using students from high school to college level for these technological projects.*
- 5) Periodic updates on the progress of this effort will be provided by the City; any input may be sent to Administrative Analyst Norma Torres-Manriquez or City Manager Sean Scully.*

2.1-D Emergency Preparedness Resource Stanaware Website.

Administrative Analyst Norma Torres-Manriquez shared information in regards to a Home Emergency Plan and Kit, and the availability of the County's alert system for emergency notifications.

2.1-E Plan for the Next Meeting in the Month of November, 2017.

The next meeting was set for November, 2017.

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meeting at 7:40 p.m.

ATTEST: (Adopted 02/14/2017)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

DRAFT

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date: February 14, 2017

Subject: A **Resolution** to Authorize the City Manager to Execute a Memorandum of Understanding between the City and the Stanislaus Housing Authority to Transfer the Tasks and Responsibilities for the recruitment of Riverbank Housing Authority Commissioners and to Confirm the Authority's Participation with Property Development in Partnership with the Riverbank Housing Authority

From: Sean Scully, City Manager

Submitted by: Annabelle H. Aguilar, CMC, City Clerk/Sr. Management Analyst

RECOMMENDATION

It is recommended that the City Council consider the proposed resolution and approve it by roll call vote.

SUMMARY

The City of Riverbank provided assistance to the Riverbank Housing Authority (RHA) in areas such as Finance, Human Resources, and Clerk duties while it established itself as a new entity under the U.S. Federal Housing and Urban Development Agency. Over time, as its operations became more established, it eventually took over management of its finances and personnel, and at some point entered into an agreement with the Stanislaus Housing Authority (SHA) for management services. However, the recruitment tasks and responsibilities to fill vacancies of their Board of Commissioners remained with Riverbank's City Clerk.

In 2012, a change and reorganization of the City's Administration Department occurred, which resulted in a one-person City Clerk's Division. After two years the workload of the City Clerk was analyzed to determine where relief could occur. The time dedicated to conducting the recruitment tasks and responsibilities for the RHA to fill vacancies for their seven-member Board of Commissioners came to light. It was determined that these duties could be more efficiently conducted by the Authority's office staff or Clerk of their Board. After discussions with RHA Commissioner Scott McRitchie and SHA Executive Director Bill Fegan, the duties would be transferred to the RHA.

Since the RHA receives management services from the Stanislaus Housing Authority, new SHA Executive Director Barbara Kauss, has requested that the City enter into a

Memorandum of Understanding (MOU) between the City of Riverbank and the Stanislaus Housing Authority to officially transfer the tasks and responsibilities of the recruitment process to them. In addition, the MOU will confirm that they will be permitted to continue to develop property in partnership with the RHA within the geographical limits of the City.

Under the Health and Safety Code Section 34270, the Mayor, subject to confirmation of a majority of the City Council, will appoint the Commissioners. Upon receipt of a letter of recommendation for appointment(s) from the RHA, the City Clerk will forward the letter to the Mayor for consideration, and thereafter will place the matter on an agenda for City Council's consideration and confirmation.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Resolution
2. Proposed MOU

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE STANISLAUS HOUSING AUTHORITY TO TRANSFER THE TASKS AND RESPONSIBILITIES FOR THE RECRUITMENT OF RIVERBANK HOUSING AUTHORITY COMMISSIONERS AND TO CONFIRM THE AUTHORITY'S PARTICIPATION WITH PROPERTY DEVELOPMENT IN PARTNERSHIP WITH THE RIVERBANK HOUSING AUTHORITY

WHEREAS, the City of Riverbank provided assistance to the Riverbank Housing Authority (RHA) in the areas of Finance, Human Resources, and Clerk duties, while it established itself as a new entity under the U.S. Housing and Urban Development Agency; and

WHEREAS, over time as the RHA became more established, it took over the management of its finance and personnel operations and at some point entered into an agreement with the Stanislaus Housing Authority (SHA) for management services; and

WHEREAS, the duties of the Clerk to conduct the tasks and responsibilities of the recruitment process to fill vacancies of its seven-member Board of Commissioners remained with Riverbank's City Clerk; and

WHEREAS, it has been determined by the City that the recruitment process could be more efficiently conducted by the RHA, thereby relieving City Clerk; and

WHEREAS, the SHA, as the management services provider to the RHA, agrees to assume the recruitment tasks and responsibilities upon the execution of an Memorandum of Understanding (MOU) between the City of Riverbank and the SHA; and

WHEREAS, pursuant to Health and Safety Code 34270, upon receipt of a letter of recommendation from the RHA to consider appointments to its board of Commissioners, the Mayor, subject to the confirmation of the City Council, shall appoint the Commissioner(s).

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank hereby authorizes the City Manager to execute the MOU, attached hereto as **Exhibit A**, for the purpose of transferring the recruitment tasks and responsibilities of the RHA to the Stanislaus Housing Authority, and to confirm that the SHA is permitted to continue to

develop property in partnership with the RHA within the geographical limits of the City of Riverbank.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of February, 2017; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment: Exhibit A - MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE STANISLAUS AUTHORITY AND CITY OF RIVERBANK

This Memorandum of Understanding is entered into between the Housing Authority of the County of Stanislaus (hereinafter, "STANISLAUS AUTHORITY") and the City of Riverbank (hereinafter, "CITY") with respect to the following facts:

WHEREAS, the STANISLAUS AUTHORITY has been providing management services to assist the Housing Authority of the City of Riverbank (hereinafter, "RIVERBANK AUTHORITY") pursuant to the "Intergovernmental Services Agreement Between the Housing Authority of the County of Stanislaus and the Housing Authority of the City of Riverbank", dated April 25, 2016 (the "Agreement"). By the terms of said Agreement STANISLAUS AUTHORITY is providing staff, expertise, and technology to enable the RIVERBANK AUTHORITY to conduct its housing authority operations including administration, management, development financial control, and property development within the geographical limits of the CITY.

WHEREAS, the CITY'S Mayor has the power to appoint the commissioners of the RIVERBANK AUTHORITY subject to confirmation by a majority vote of the Riverbank City Council ("Council") pursuant to Health and Safety Code Section 34270 et seq.

WHEREAS, the STANISLAUS AUTHORITY in the past has shared with the CITY some of the tasks associated with recruiting commissioners for the RIVERBANK AUTHORITY;

WHEREAS, the STANISLAUS AUTHORITY agrees to assume all of the tasks and responsibilities associated with recruiting commissioners subject to the appointment authority by the CITY'S Mayor and its Council and to participate with property development in partnership with the RIVERBANK AUTHORITY;

The parties agree that commencing immediately and continuing for as long as the STANISLAUS AUTHORITY is providing services to the RIVERBANK AUTHORITY pursuant to the Agreement or any future extension thereof, the STANISLAUS AUTHORITY will assume all tasks and responsibility associated with the recruitment of commissioner members for the RIVERBANK AUTHORITY to include advertisement, application, interview, and recommendation to the CITY for appointment by the CITY'S Mayor and Council and will be permitted to continue to develop property in partnership with the RIVERBANK AUTHORITY within the geographical limits of the CITY.

STANISLAUS AUTHORITY further agrees that any and all recruitment materials will not contain the CITY's logo or contact information. The CITY requires that only the RIVERBANK AUTHORITY's name and logo be used in the recruitment materials.

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

STANISLAUS AUTHORITY:

_____, a California _____

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF RIVERBANK, a California
municipal corporation:

By: _____

Sean Scully, City Manager

Date: _____

ATTEST:

By: _____

Annabelle Aguilar, CMC, City Clerk

APPROVED AS TO FORM:

By: _____

Tom Hallinan, City Attorney

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	February 14, 2017
Subject:	The First Reading and Introduction by Title only of a Proposed Ordinance , Approving Development Agreement No. 02-2015 for the Hayes 4, Phase Two Residential Project
From:	Sean Scully, City Manager
Submitted by:	John B. Anderson, Consulting Planner

RECOMMENDATION

It is recommended that the City Council approve the proposed ordinance to initiate a second reading by title only and consider its adoption on February 28, 2017, for the approval of the proposed project and adoption of the Initial Study, based on the analysis presented and based on the findings in the published Initial Study for the Countryside Development. The project consists of a Development Agreement that clarifies the original conditions of map approval specific to the Hayes 4, Phase Two development, adds map life, clarifies storm drainage concepts, and other conditions of approval. The project consists of 9.40 gross acres and would result in 49 single-family detached residential lots (overall residential density 5.21 du/gross acre), a 0.98 park/basin and associated street, sewer, water, and storm drainage improvements.

SUMMARY

The Countryside development, formerly known as Hayes 4, Phase Two (the "Project"), consists of a Development Agreement to: (1) clarify the original conditions of a Tentative Subdivision Map approval specific to Hayes 4, Phase Two, (2) extend the life of subdivision maps approved in 2004 and 2006, and (3) set forth criteria for the development of a Park/Storm Drainage Basin. The City of Riverbank ("City") previously approved two (2) projects under a common set of conditions ("Conditions of Approval"): (1) Hayes 4, Phase One and (2) Hayes 4, Phase Two. When the Conditions of Approval were set in 2007, they applied to both Phases because a common interest controlled both properties at the time. In the interim, ownership has changed, and each Phase is now owned by separate entities. The property owners for each phase wish to develop their respective properties independently. The original Conditions of Approval

stipulated for improvements that benefited the entire area collectively. As a result of the altered ownership interests, compliance with the original Conditions of Approval for the Tentative Subdivision Map would have been nearly impossible without clarification.

BACKGROUND

The Project is located on the western edge of Riverbank and bounded by Central Avenue to the east, Claus Avenue to the west, Kentucky Avenue to the south, and California Avenue to the north. The Project site currently consists of an irrigation pasture and a single family dwelling unit. The Project site is surrounded by lands transitioning to more urban uses, but consists primarily of ranchette parcels. Riverbank High School is located immediately north of the site.

The Stanislaus Local Agency Formation Commission approved the City's annexation of the Project site in 2005. As part of the annexation process, the City prepared a Negative Declaration, which stated that "the project will incrementally increase the need for additional police officers." The collection of property tax and other revenue generated by development of the property will partially mitigate the cost of additional police officers. The annexation staff report concluded that the Project would generate the need for an additional 0.28 police officers.

In addition, the Project is located within the Bruinville Public Facilities Master Plan. The Bruinville Public Facilities Master Plan calls for the formation of a Public Safety Community Facilities District. The City recently formed Community Facilities District 2016-1 ("CFD 2016-01"), which the subject property participated in and is currently included in the District.

The Project is the second of two phases approved by Tentative Subdivision Map 07-2004. The original intent of the Project was the development of 91 single family home sites in two (2) phases. Tentative Subdivision Map 07-2004 remains a valid map due to California Statutes that extended the map life of valid projects. On April 25, 2005, the City first approved the Hayes Tentative Subdivision Map by adopting Resolution No. 2005-046. On November 27, 2006, the City Council adopted Resolution No. 2006-127, approving the Phase 2 Vesting Tentative Subdivision Map for Tentative Map 07-2004. This Development Agreement will memorialize all prior entitlements for the Project granted by the City Council including clarifying map life.

ANALYSIS

A. Site Design

The overall design of the subdivision remains largely unchanged. The proposed Park/Storm Drainage Basin will be used for storm drainage retention and is conditioned to be completed and accepted by City Council prior to construction of the first

“production home.” This condition excludes the construction of four (4) model homes for this Project.

The basic design of the subdivision and internal street circulation has remained unchanged, with two (2) exceptions. First, the Project’s new street design will accommodate the City’s Low Impact Development Standards (“LID”) and encourage complete use of the streets by vehicles and pedestrians. Second, the Project’s new street design clarifies that the proposed 0.98 acre park will be utilized for dual park and storm water management purposes.

B. Architecture / Residential Design Guidelines

The Projects’ residential construction must conform to the Community and Character Design Element of the General Plan. Specifically, the Policy Design numbers 3, 4, and 5 of the Community and Character Design Element apply to this project. The design of each home will be subject to site plan review and may include Planning Commission review of the proposed architecture.

C. Transportation and Circulation

The design of the subdivisions will provide one (1) access point to properties south of the Project site along a road proposed to be named “Randal Road”. The second access point is to Central Avenue along a road proposed to be named “Milich Lane”. The access points promote connectivity between adjacent neighborhoods and increase ease of access to community amenities, such as the pocket park/basin and the “Central Paseo” proposed in the Hayes 4, Phase One project. California Avenue will be improved to include a five (5) foot sidewalk, nine (9) foot swale for storm water collection, eight (8) foot parking lane, and five (5) foot bicycle lane. Central Avenue will be improved in a similar fashion. Detailed street width cross-sections are included as Attachment 5 of this Staff Report.

General Plan Goal DESIGN 1 encourages the development of “Street and circulation patterns that encourage walking, bicycling, transit use and reduced traffic congestion.” The following General Plan Policies apply specifically to this case:

General Plan Policy DESIGN – 1.1: “Approved projects, plans and subdivision requests in new growth areas shall arrange streets in an interconnected block pattern, so that local pedestrian, bicycle, and automobile traffic do not have to use arterial streets to circulate within neighborhoods.”

General Plan Policy DESIGN – 1.3: “The City will ensure frequent street and trail connections between new residential developments and established neighborhoods.”

Planning staff believes the proposed circulation and access point to the south is consistent with the above General Plan Policy Designs stated above.

D. Low Impact Development Standards

The City has developed LID guidelines in anticipation of new storm water discharge standards through the federal separate storm water ("MS4") permit process. The proposed Project embraces and promotes the City's LID guidelines. The proposed street sections create a storm water swale between the curb and sidewalk (as a parkway strip). The swale serves as a primary filtration device for storm water generated within the Project. All Project storm water will be collected and disposed of on-site through terminal storm water retention basins.

The Project is designed to retain the storm water collected within the boundaries of the map, however, planning staff remains concerned that the LID systems may fail in the future. In this regard, planning staff will require participation in the funding of the Nolte Storm Water Solution by Bruinville Developers, per the adopted Master Plan. The fees are articulated in the City's Nexus Fee Study and imposed on all new development within the City.

PLANNING COMMISSION

On December 20, 2016, the Planning Commission held a duly noticed public hearing to consider the proposed Project. Four (4) Planning Commissioners were present at this meeting, including Chairmen Villuapudua, Commissioner King, Commissioner Stewart and Commissioner Tabacco.

During the public comment period, Rick Mummert, of Benchmark Engineering, representing the Developer, spoke in favor of the project. No other member of the public spoke in favor or against the item.

Commissioner Tabacco made the motion to adopt Resolution No. 2016-018, recommending to the City Council to adopt the proposed Ordinance and approve a Development Agreement for the development a 9.40 acre residential subdivision. Commissioner Stewart seconded the motion and Resolution No. 2016-018 was approved with a 4-0 vote.

ENVIRONMENTAL DETERMINATION

Staff has prepared and circulated an Initial Study to evaluate possible environmental impacts with the Project. According to the Initial Study, the proposed Development Agreement will not have an adverse impact on the environment.

FISCAL IMPACT

The Project is a clean-up of an older pre-approved residential project. The fiscal impacts associated with providing municipal services to new residential projects will be partially off-set by the funds generated through CFD 2016-1. CFD 2016-1 will off-set expenses associated with street lighting, road maintenance, storm drainage maintenance, common area landscaping, and police services. The developers of the Project have included the subject property during the formation proceedings for CFD 2016-1.

In light of the obligation to participate in the above mentioned Community Facilities Districts, the Project is unlikely to negatively impact the City's finances.

STRATEGIC GOALS

The City's Strategic Planning Session is a plan and set of goals that the City will work towards for the next three years. The proposed Project is not specifically called out as part of these goals.

PUBLIC NOTICE

On February 1, 2017, pursuant to Government Code sections 65867, 65090, and 65091, the City mailed notice of the hearing to properties within 300 feet of the project location. On February 1, 2017, the City published notice of the hearing in the Riverbank News and posted notice at City Hall North and South and the subject property.

ATTACHMENTS

1. Vicinity Map and General Plan Map
2. Draft City Council Ordinance
3. Planning Commission Resolution No. 2016-018
4. Hayes 4, Phase Two Plans
5. Hayes 4, Phase Two Street Width Cross-Sections
6. Hayes 4, Phase Two DA – Initial Study and Negative Declaration
7. Hayes 4, Phase Two DA (large document)

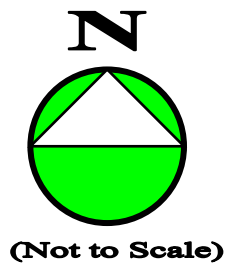


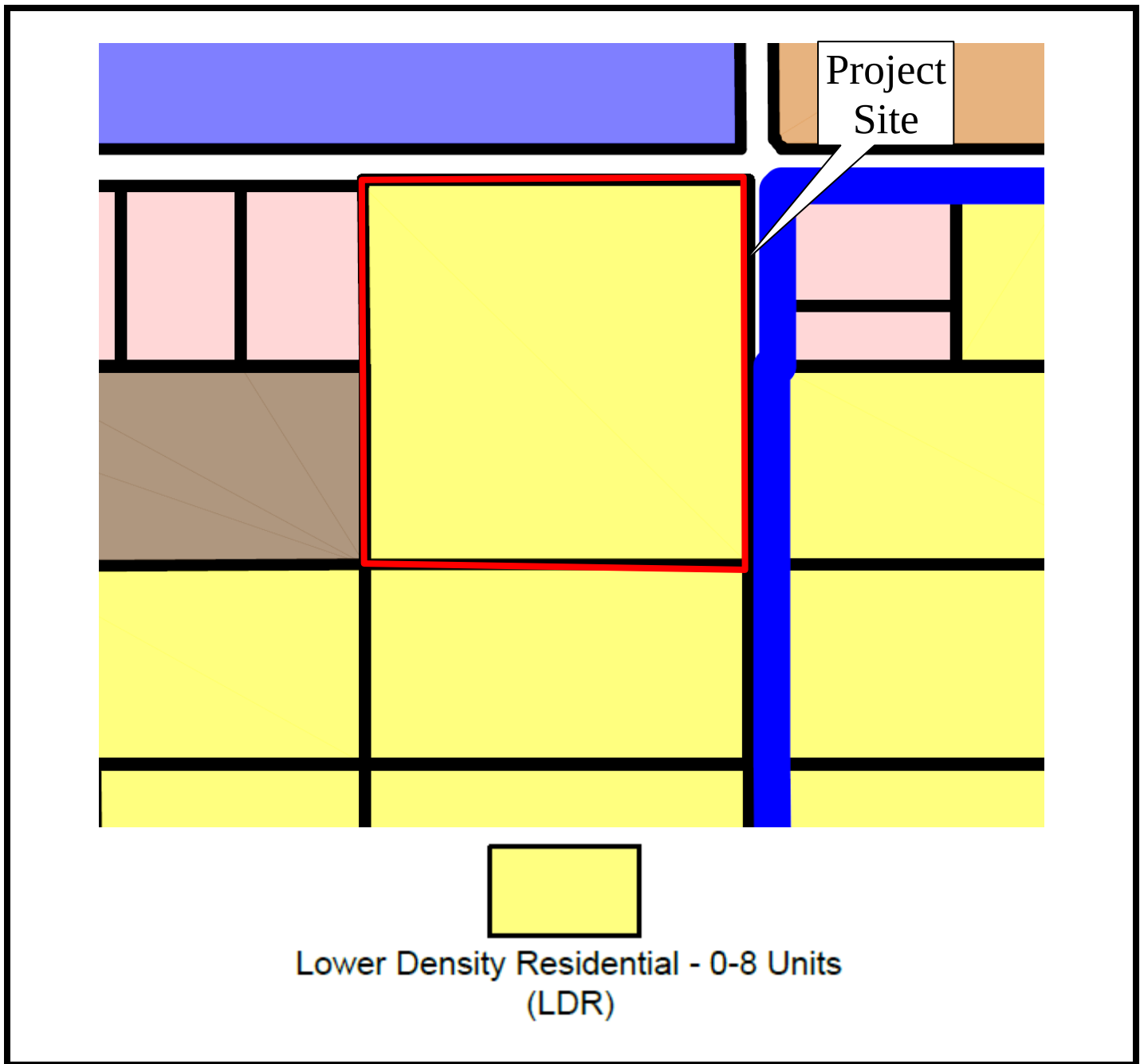
PLANNING DIVISION
Vicinity Map



Development Agreement No. 02-2015
Countryside
Hayes 4 Phase 2

APN: 062-022-003

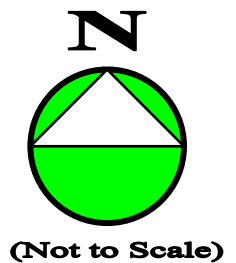




PLANNING DIVISION
General Plan Map



Development Agreement No. 02-2015
Countryside
Hayes 4 Phase 2
APN: 062-022-003



CITY OF RIVERBANK

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 02-2015 FOR THE HAYES 4, PHASE TWO RESIDENTIAL PROJECT

WHEREAS, McRoy Wilbur Communities, Inc., a California corporation, and James A. Aartman, an individual, (collectively, “Developer”) propose to develop 49 residential lots in the City of Riverbank (“City”) and related public improvements in conformance with the provisions of the proposed Development Agreement and related project approvals (the “Project”); and

WHEREAS, on April 25, 2005, the City Council adopted Resolution No. 2005-046, approving tentative subdivision map 07-2004 and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 88 residential lots on 18.74 acres; and

WHEREAS, on November 27, 2006, the City Council adopted Resolution No. 2006-127, approving Phase 2 Vesting Tentative Map for Tentative Map No. 07-2004; and

WHEREAS, the City of Riverbank Planning Commission held a duly noticed public hearing on Tuesday, December 20, 2016 to consider the Project, and provided their recommendations to the City Council; 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 owners 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, the City and the Developer 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 February 14, 2017 to consider the introduction of the Hayes 4, Phase Two Development Agreement for first reading; and

WHEREAS, the City Council for the City of Riverbank, based on its independent review and analysis of the EIR, 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, that the following circumstances exist:

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 Hayes 4, Phase Two Development Agreement:
 - a. Is consistent with the objectives, policies, and programs and residential land uses established by the 2005 Riverbank General Plan; and
 - b. Is consistent with the provisions of Government Code Section 65864 through 65869.5; and
 - c. Is in conformity with the public convenience and general welfare and good land use practices because the terms of the agreement establish appropriate and adequate mechanisms to fund and install infrastructure needed to support public services to the Project and General Plan planning area; and
 - d. 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
 - e. 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
 - f. Provides sufficient benefit to the City to justify entering into the Hayes 4, Phase Two Development Agreement.

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

Section 1: The City Council of the City of Riverbank approves a Development Agreement by and between McRoy Wilbur Communities, Inc., a California corporation, and James A. Aartman, an individual, and the City of Riverbank relating to the development known as “Hayes 4, Phase Two Residential Project TM 07-004” located on APN: 062-022-003.

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 February 1, 2017;

and notices of the public hearing on the proposed Zoning Ordinance Amendment were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor's roll, on February 1, 2017.

Section 4: The City Council finds that pursuant to the California Environmental Quality Act (CEQA), the Lead Agency (Riverbank) has prepared an Initial Study/Negative Declaration which concluded that the proposed Development Agreement will have a less than significant impact on the environment.

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 resolution 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 after its final passage and adoption (____) provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on February 14, 2017. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 28th day of February, 2017; motioned by Councilmember _____, seconded by Councilmember _____, moved said ordinance by a City Council roll call vote, of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

**CITY OF RIVERBANK
RESOLUTION NO. 2016-018**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK,
RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO
APPROVE A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF A 9.40
ACRE RESIDENTIAL SUBDIVISION, KNOWN AS HAYES 4, PHASE TWO,
LOCATED ON STANISLAUS COUNTY APN 062-022-003.**

WHEREAS, McRoy Wilbur Communities, Inc. and James A. Aartman, a single map (collectively, "Developer") propose to develop 49 residential lots in the City of Riverbank ("City") and related public improvements in conformance with the provisions of the proposed Development Agreement and related project approvals (the "Project"); and

WHEREAS, the City received an application for the Project that includes a proposal to execute a Development Agreement by and between the City and the Developer ("Development Agreement") clarifying original conditions of map approval specific to the Project, and adding map life; and

WHEREAS, the project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use Designation of Low Density Residential (LDR); and

WHEREAS, the Planning Commission held a duly noticed public hearing on December 20, 2016, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, upon review of the Development Agreement the Planning Commission finds that it complies with Government Code Section 65864 *et. seq.*, the City's General Plan, and the Riverbank Municipal Code; and

WHEREAS, upon review of the Development Agreement the Planning Commission finds that the public health, safety, and general welfare are advanced by City Council's adoption of the Development Agreement; and

WHEREAS, pursuant to Government Code sections 65867 and 65090, notice of the public hearing on the Development Agreement Ordinance was published in the *Riverbank News*, a newspaper of general circulation, on December 7, 2016; and

WHEREAS, pursuant to Government Code sections 65867 and 65091, all property owners within 300 feet of the property, according to the most recent assessor's roll were properly noticed of the public hearing on the Development Agreement Ordinance, on December 7, 2016.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT:

The Planning Commission of the City of Riverbank hereby recommends City Council approval of Ordinance No. 2016-XXX authorizing a Development Agreement for the development of the residential subdivision known as the Hayes 4, Phase Two development attached hereto and incorporated herein by reference, based on the following findings:

1. Pursuant to California Government Code Section 65855, the recommendation to the City Council shall include the relationship to the applicable general or specific plan.
 - a. The properties identified as part of this action have a General Plan Land Use Designation of Low Density Residential (LDR) and the current zoning of single family residential (R-1). This action will authorize a Development Agreement which, amongst other matters, will clarify the original conditions of approval;
 - b. The proposed Development Agreement on these properties will achieve consistency between the General Plan and the Zoning Code, pursuant to Government Code Section 65860;
 - c. The Development Agreement complies with the public convenience, general welfare, and good land use practices. The terms of the agreement establish appropriate and adequate mechanisms to fund and install infrastructure needed to support public services to the Hayes 4, Phase One development and General Plan planning area.
2. CEQA. The City finds that Pursuant to the California Environmental Quality Act (CEQA), the City of Riverbank as Lead Agency has prepared an Initial Study/Negative Declaration, which concludes that the proposed Development Agreement will not have a significant effect on the environment.
3. Severability. 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 Planning Commission of the City of Riverbank hereby declares that it would have passed this resolution 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.

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

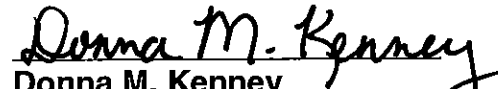
AYES: Commissioners: King, Stewart, Tabacco and Villapudua

NAYS: None

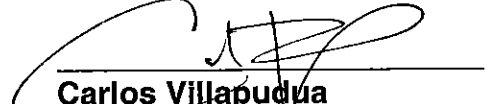
ABSENT: McKinney

ABSTAIN: None

ATTEST:

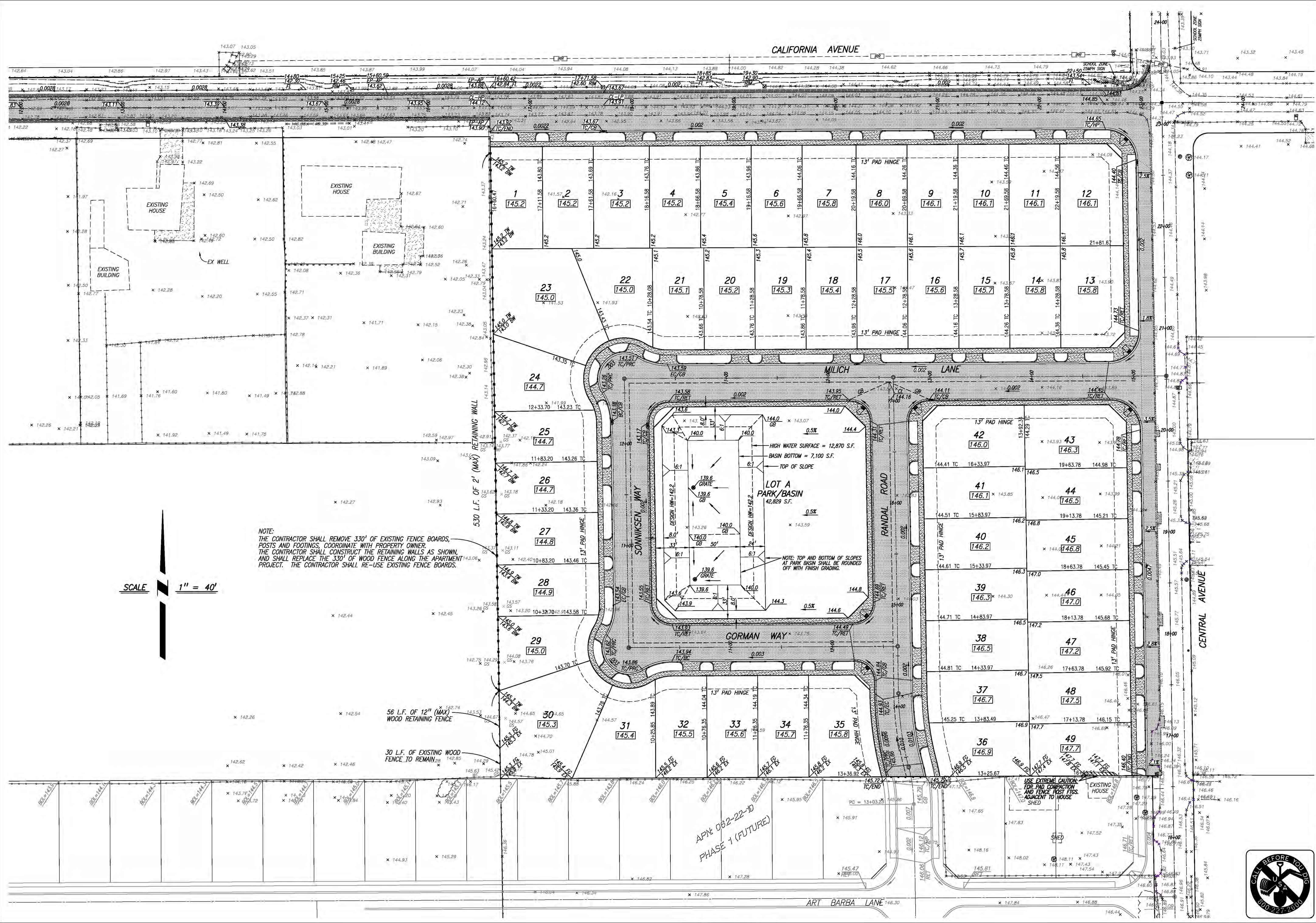

Donna M. Kenney
Planning and Building Manager

APPROVED:


Carlos Villapudua
Planning Commission Chair

Attachments:

Exhibit "A" – Draft City Council Ordinance



DATE	APPROVED
REVISIONS	DATE
NO	DESCRIPTIONS

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1121 OAKDALE ROAD • SUITE 1 • MODESTO, CALIFORNIA • 95355
(208) 548-9300
FAX: (208) 548-9305



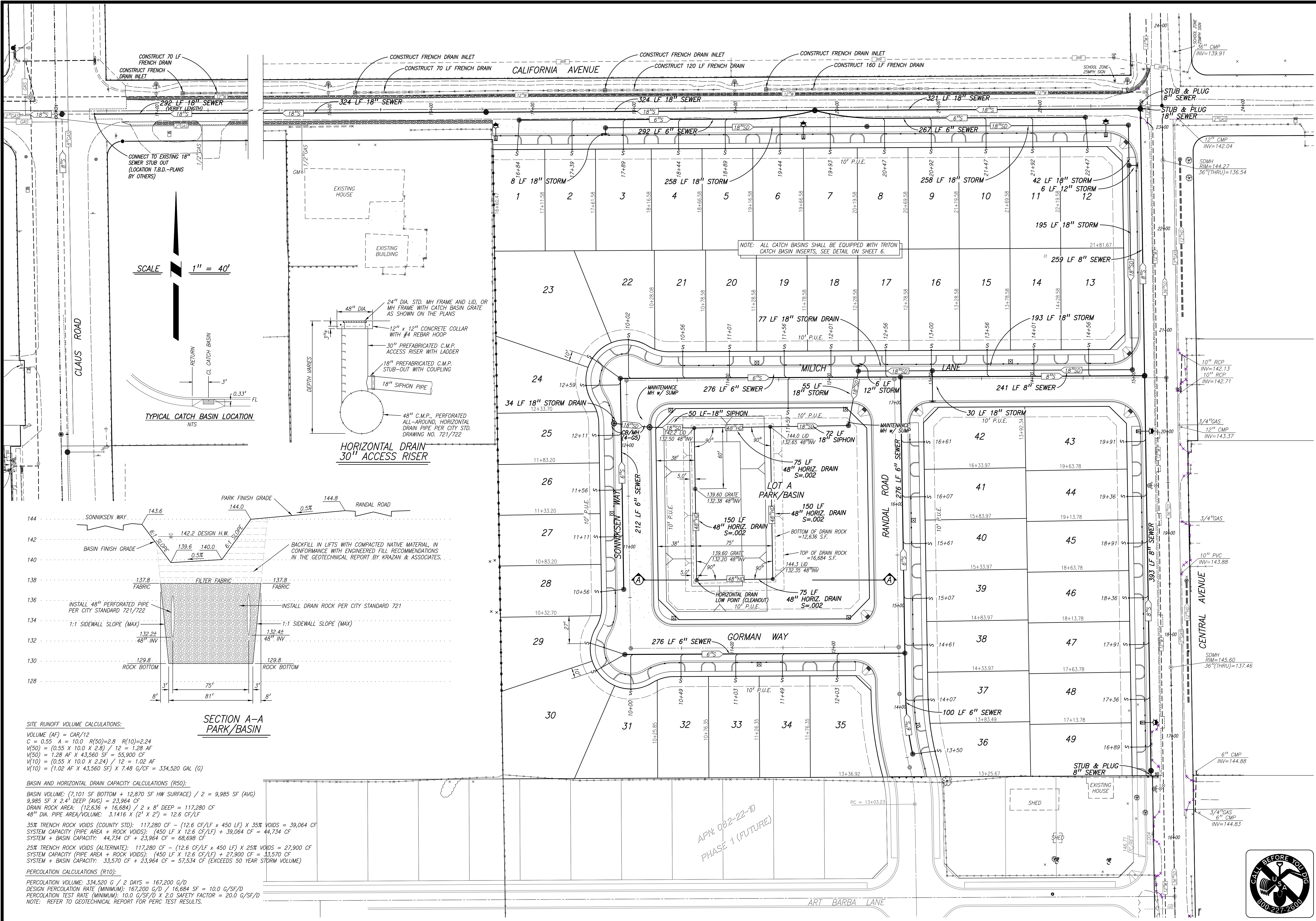
GRADING & DRAINAGE PLAN
IMPROVEMENT PLANS FOR:
COUNTRYSIDE
HAYES 4 SUBDIVISION - PHASE 2
RIVERBANK, CALIFORNIA

JOB NO. 141605
DATE 8/25/16
DR BY TG/DH
CK BY DH/MS
SCALE AS SHOWN

SHEET NUMBER
8
OF 17 SHEETS



- PRELIMINARY -



SCALE 1" = 40'

TYPICAL CATCH BASIN LOCATION NTS

HORIZONTAL DRAIN 30" ACCESS RISER

SECTION A-A PARK/BASIN

SITE RUNOFF VOLUME CALCULATIONS:

VOLUME (AF) = CAR/12
C = 0.55 A = 10.0 R(50)=2.8 R(10)=2.24
V(50) = (0.55 X 10.0 X 2.8) / 12 = 1.28 AF
V(10) = 1.28 AF X 43,560 SF = 55,900 CF
V(10) = (0.55 X 10.0 X 2.24) / 12 = 1.02 AF
V(10) = (1.02 AF X 43,560 SF) X 7.48 G/CF = 334,520 GAL (G)

Basin and Horizontal Drain Capacity Calculations (R50):

Basin Volume: (7,101 SF Bottom + 12,870 SF HW Surface) / 2 = 9,985 SF (AVG)
9,985 SF X 2.4' DEEP (AVG) = 23,964 CF
Drain Rock Area: (12,636 + 16,684) / 2 X 8' DEEP = 117,280 CF
48" DIA. PIPE AREA/VOLUME: 3.1416 X (2' X 2') = 12.6 CF/LF

35% TRENCH ROCK VOIDS (COUNTY STD): 117,280 CF - (12.6 CF/LF X 450 LF) X 35% VOIDS = 39,064 CF
SYSTEM CAPACITY (PIPE AREA + ROCK VOIDS): (450 LF X 12.6 CF/LF) + 39,064 CF = 44,734 CF
SYSTEM + BASIN CAPACITY: 44,734 CF + 23,964 CF = 68,698 CF

25% TRENCH ROCK VOIDS (ALTERNATE): 117,280 CF - (12.6 CF/LF X 450 LF) X 25% VOIDS = 27,900 CF
SYSTEM CAPACITY (PIPE AREA + ROCK VOIDS): (450 LF X 12.6 CF/LF) + 27,900 CF = 33,570 CF
SYSTEM + BASIN CAPACITY: 33,570 CF + 23,964 CF = 57,534 CF (EXCEEDS 50 YEAR STORM VOLUME)

PERCOLATION CALCULATIONS (R10):

PERCOLATION VOLUME: 334,520 G / 2 DAYS = 167,260 G/D
DESIGN PERCOLATION RATE (MINIMUM): 167,260 G/D / 16,684 SF = 10.0 G/SF/D
PERCOLATION TEST RATE (MINIMUM): 10.0 G/SF/D X 2.0 SAFETY FACTOR = 20.0 G/SF/D
NOTE: REFER TO GEOTECHNICAL REPORT FOR PERC TEST RESULTS.

REGISTERED PROFESSIONAL ENGINEER
MANUEL R. SOUSA
No. 65378
Exp. 06-30-17
CIVIL
STATE OF CALIFORNIA

DATE: _____
APPROVED: _____
REVISIONS: _____
NO. _____
DATE _____
DESCRIPTIONS _____

SEWER & STORM DRAIN PLAN

IMPROVEMENT PLANS FOR:
COUNTRYSIDE
HAYES 4 SUBDIVISION - PHASE 2
RIVERBANK, CALIFORNIA

JOB NO. 141605
DATE 8/25/16
DR BY TG/DH
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SCALE AS SHOWN

SHEET
NUMBER
9
OF 17 SHEETS

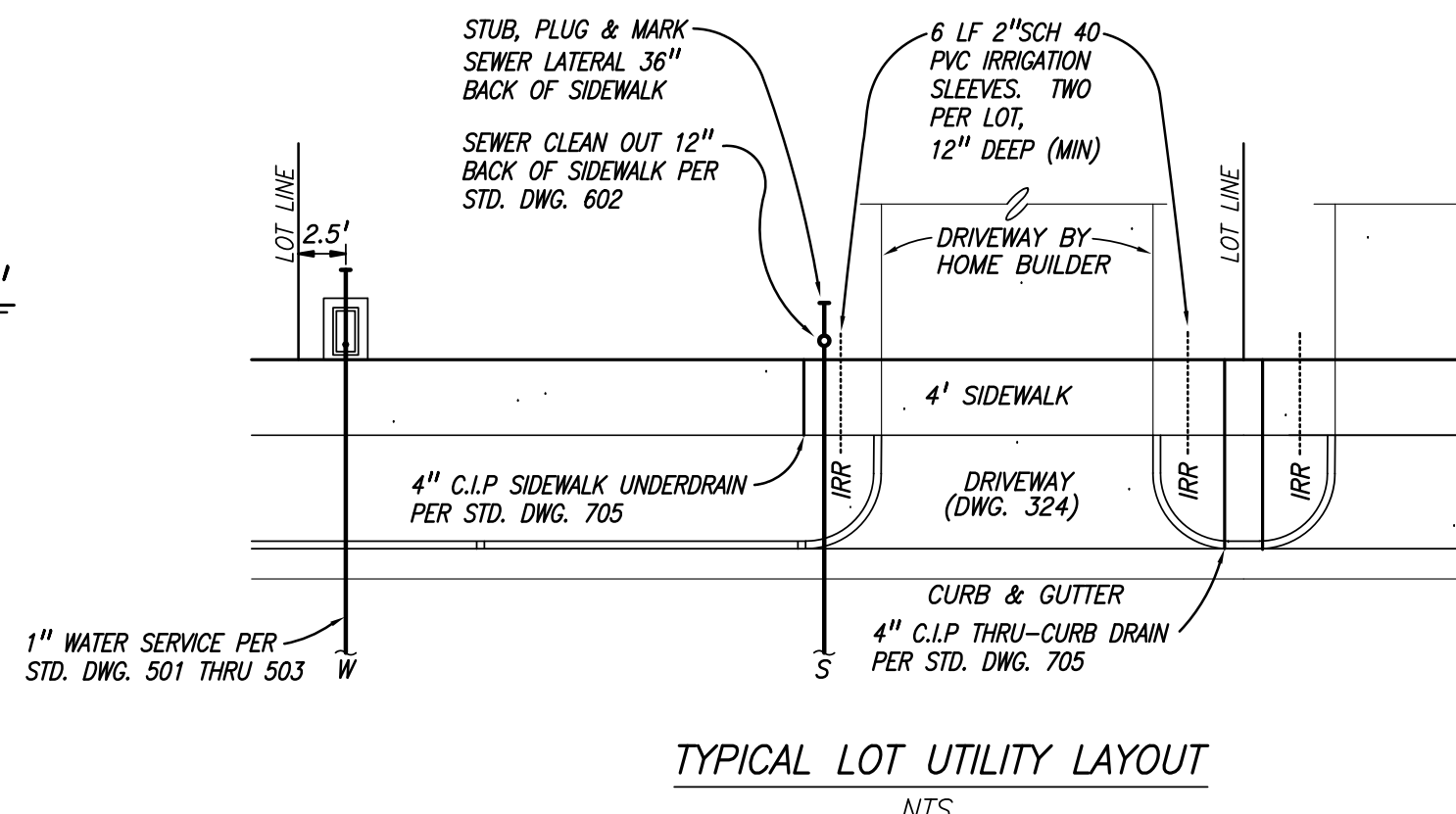
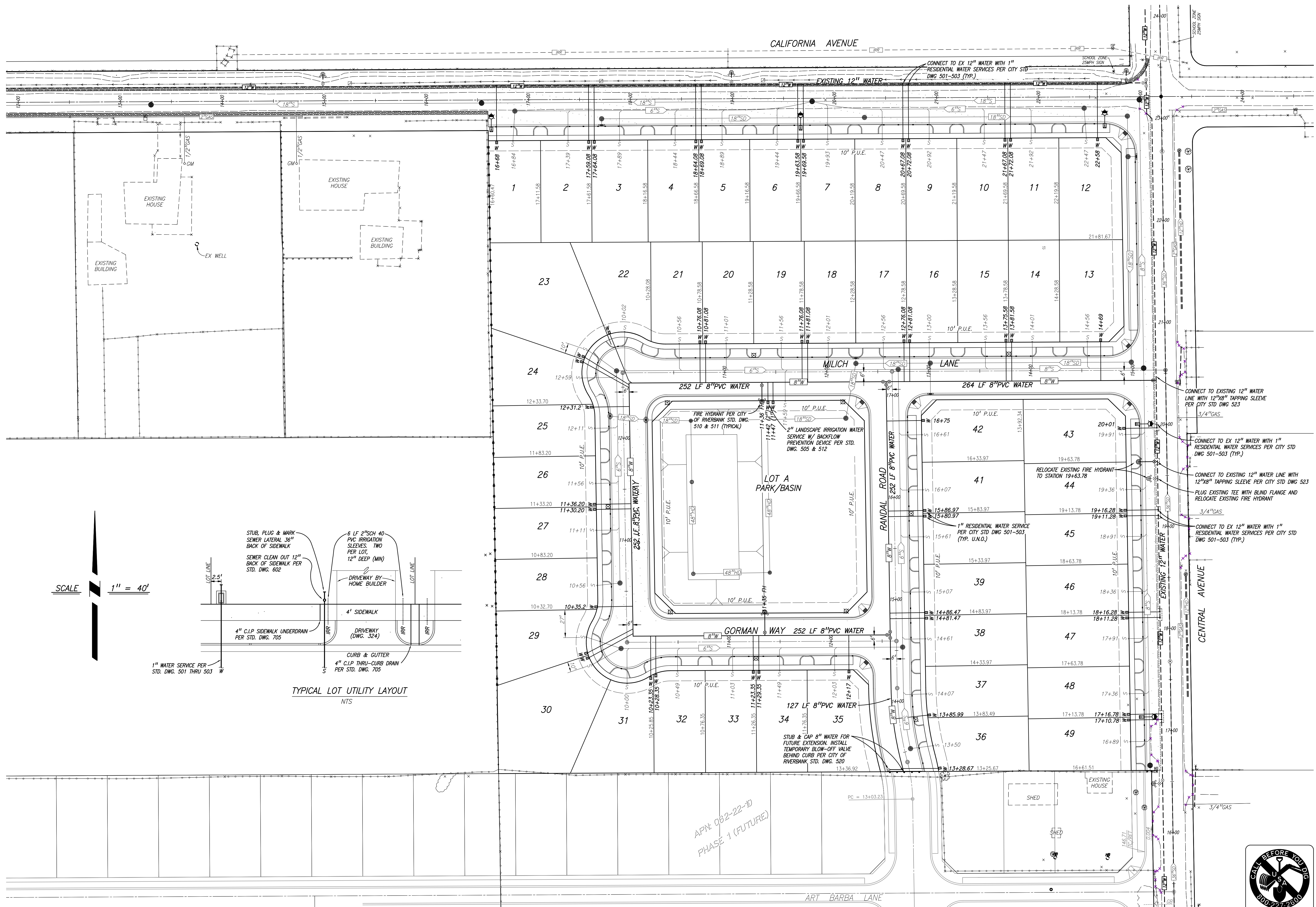
PREPARED UNDER THE DIRECTION OF:
BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1121 OKDALE ROAD - SUITE 1 - MODESTO, CALIFORNIA 95355
FAX: (209) 548-9305
(209) 548-9300

CALL BEFORE YOU DIG
800-227-2600

FILE: K:\141605\DWG\MP PLANS\06_SEWER-STORM.DWG
PLOT DATE: _____

APN: 062-22-10
PHASE 1 (FUTURE)

- PRELIMINARY -



SCALE 1" = 40'

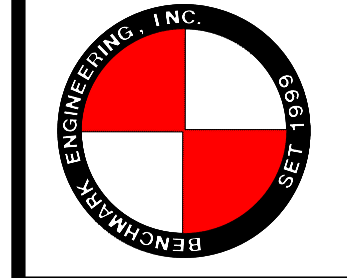
APN: 062-22-10
PHASE 1 (FUTURE)

- PRELIMINARY -



NO.	REVISIONS	DATE	APPROVED

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CIVIL ENGINEERING & LAND SURVEYING
1121 OKDALE ROAD • SUITE 1 • MODESTO, CALIFORNIA • 95355
FAX: (209) 548-9305

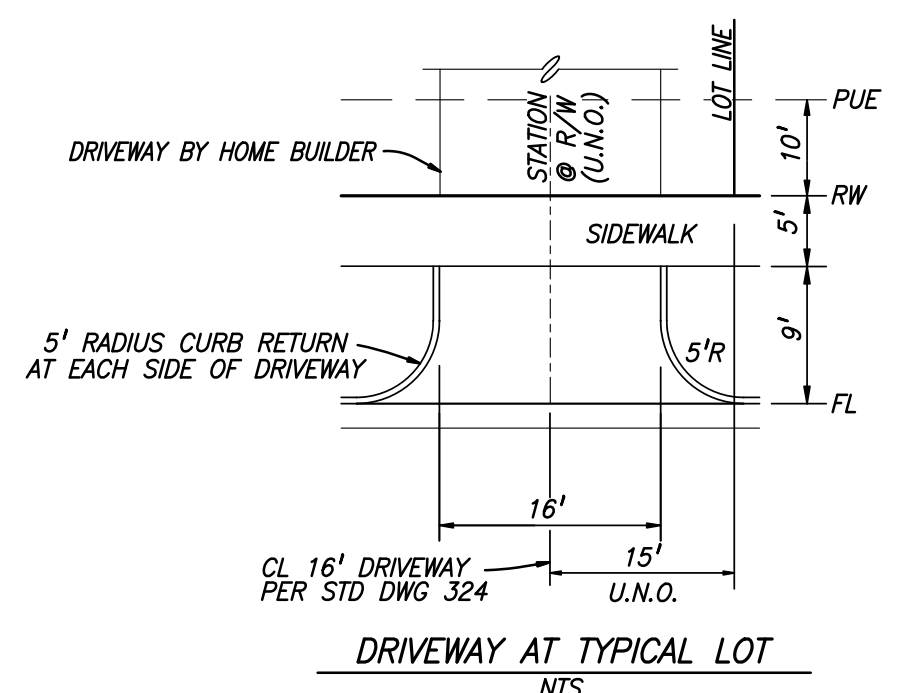
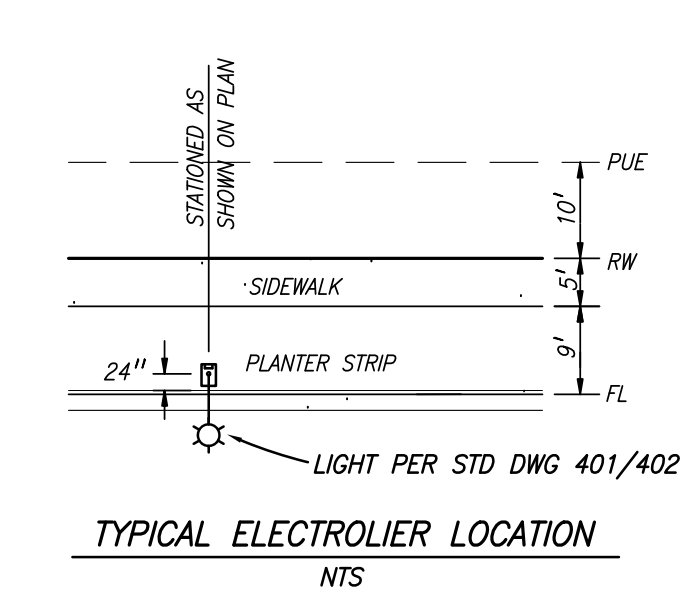
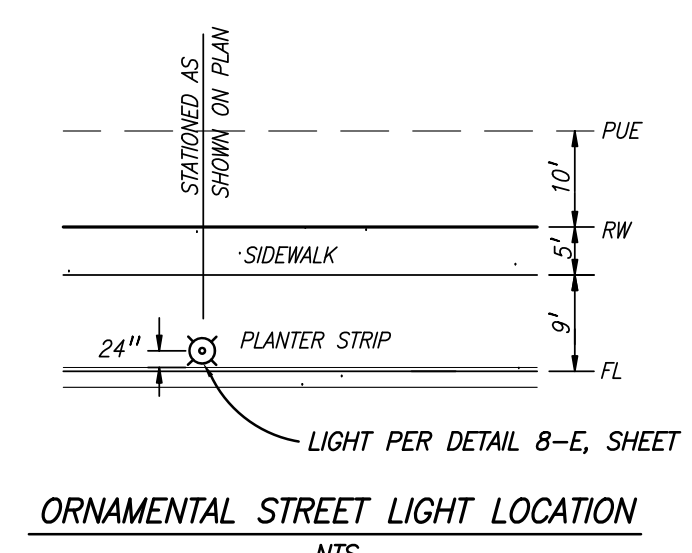
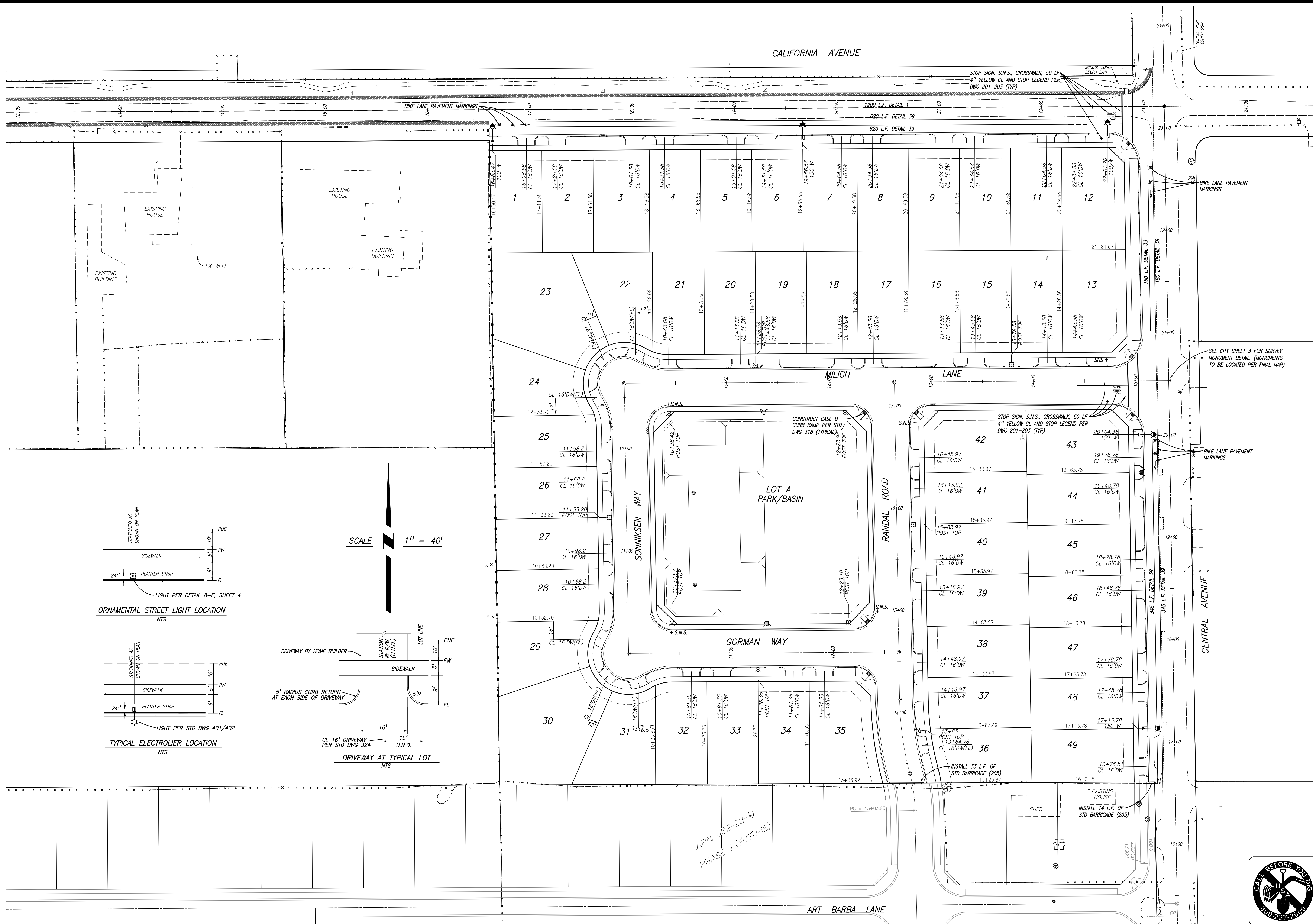


WATER & COMPOSITE UTILITY PLAN
IMPROVEMENT PLANS FOR:
COUNTRYSIDE
HAYES 4 SUBDIVISION - PHASE 2
RIVERBANK, CALIFORNIA

JOB NO. 141605
DATE 8/25/16
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SCALE AS SHOWN

SHEET NUMBER
10
OF 17 SHEETS





SCALE 1" = 40'

APN: 082-22-10
PHASE 1 (FUTURE)

- PRELIMINARY -

REGISTERED PROFESSIONAL ENGINEER
MANUEL R. SOUSA
No. 65379
EXP. 09-30-17
CIVIL
STATE OF CALIFORNIA

DATE: _____
REVISED: _____
DATE: _____
APPROVED: _____
NO. _____
DESCRIPTIONS: _____

PREPARED UNDER THE DIRECTION OF:

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(209) 548-9300
FAX: (209) 548-9300

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BENCHMARK
EST. 1983

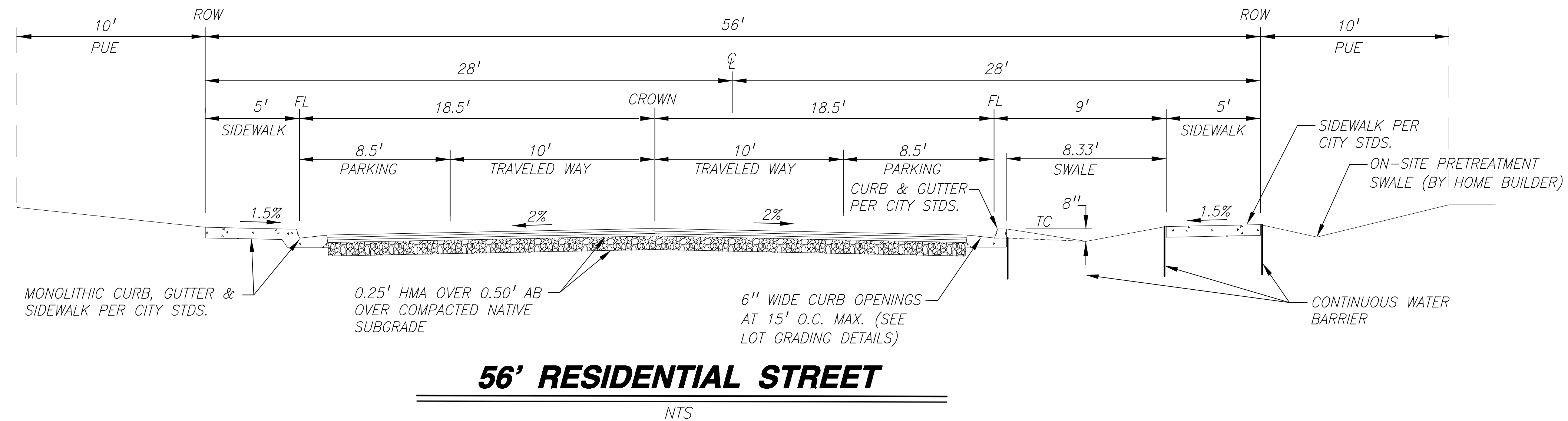
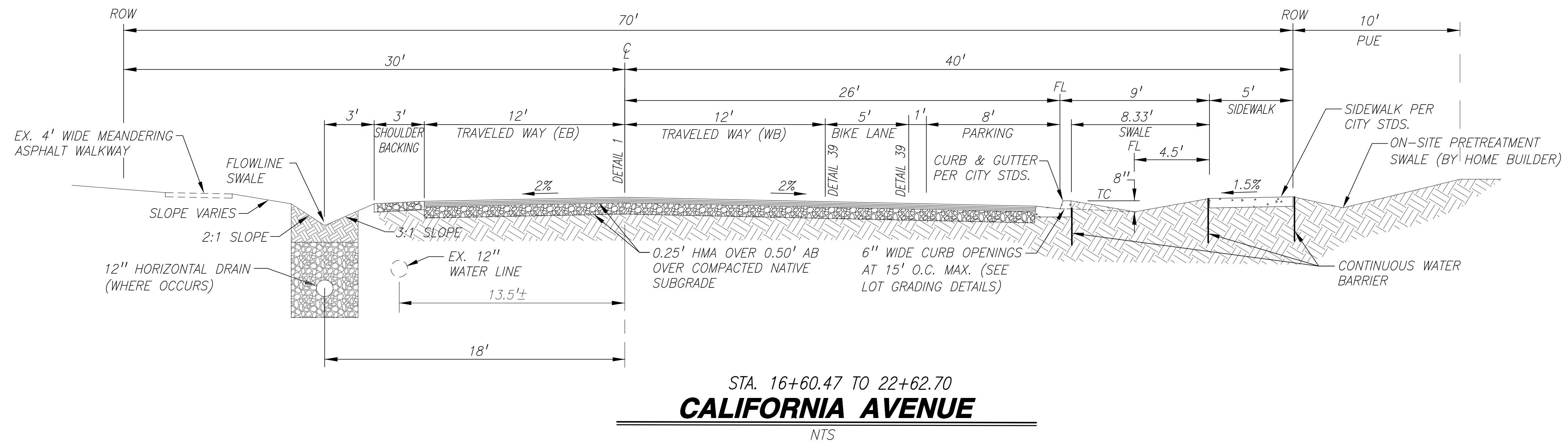
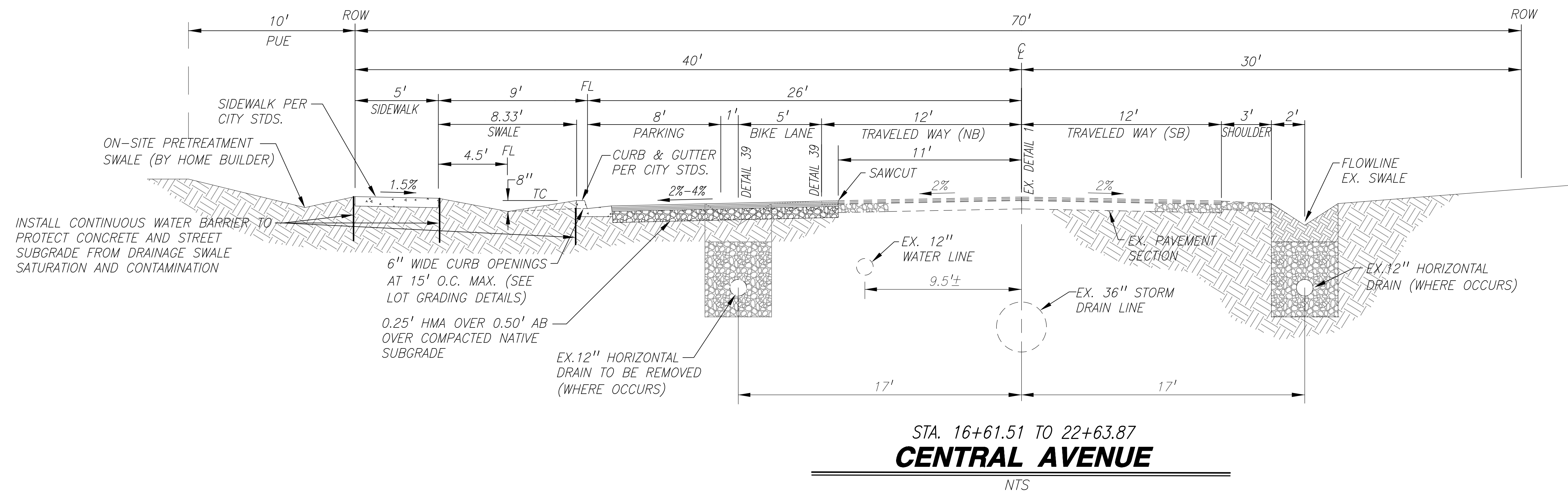
DRIVEWAY, STRIPING, SIGNAGE
AND STREET LIGHT PLAN
IMPROVEMENT PLANS FOR:
COUNTRYSIDE
HAYES 4 SUBDIVISION - PHASE 2
RIVERBANK, CALIFORNIA

JOB NO. 141605
DATE: 8/25/16
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SCALE: AS SHOWN

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OF 17 SHEETS

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**INITIAL STUDY/
NEGATIVE DECLARATION**

for the

CITY OF RIVERBANK

**DEVELOPMENT AGREEMENT
FOR
TENTATIVE MAP NO. 07-2004 – PHASE TWO**

HAYES 4 - PHASE TWO SUBDIVISION

October 2016



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NEGATIVE DECLARATION

Lead Agency:

City of Riverbank

6707 3rd Street

Riverbank, California 95367

PROJECT NAME:

Development Agreement for Tentative Map Application No. 07-2004 – Phase Two

PROJECT PROPONENT AND LEAD AGENCY:

Project Proponent: McRoy-Wilbur Communities, Inc.
2909 Coffee Road, Suite 12A
Modesto, CA 95355

Lead Agency: City of Riverbank
6707 3rd Street
Riverbank, California 95367

PROJECT LOCATION:

The proposed project is located within the City of Riverbank, County of Stanislaus. Specifically, the proposed project is bounded by Claus Avenue to the West, Central Avenue to the East, is directly North of Kentucky Avenue, and directly South of California Avenue. The project site is further identified as being Assessor Parcel Number (APN) 062-022-003.

PROJECT DESCRIPTION:

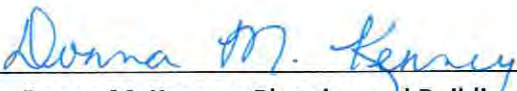
The proposed project consists of a Development Agreement (DA) between the City of Riverbank and the Developers of the Hayes 4, Phase Two Subdivision; a 49 lot single-family residential development. The land covered by this DA was originally approved by the City of Riverbank as Tentative Map No. 07-2004, on April 25, 2005 (Resolution No. 2005-046). On November 27, 2006, the City Council adopted Resolution No. 2006-127, approving the Phase 2 Vesting Tentative Subdivision Map for Tentative Map No. 07-2004. The DA is understood to expire 5 years from the date of approval.

ENVIRONMENTAL DETERMINATION:

The Lead Agency has prepared an Initial Study, following, which considers the potential environmental effects of the proposed project. The Initial Study shows that although the proposed project could have a significant effect on the environment, there will not be a significant effect in the case because revisions in the project have been made by or agreed to by the project proponent. A NEGATIVE DECLARATION will be prepared.

MITIGATION MEASURES:

None Required.



Ms. Donna M. Kenney, Planning and Building Manager



Date

SECTION 1.0

INTRODUCTION

PROJECT TITLE

Development Agreement for Tentative Map No. 07-2004
"Hayes 4 Phase Two Subdivision"

LEAD AGENCY NAME AND ADDRESS

City of Riverbank
6707 3rd Street
Riverbank, California 95367

CONTACT PERSON AND PHONE NUMBER

Mr. John B. Anderson, Community Development Director
(209) 599-8377
John@jbandersonplanning.com

PROJECT SPONSOR'S NAME AND ADDRESS

McRoy-Wilbur Communities, Inc.
2909 Coffee Road, Suite 12A
Modesto, CA 95355

PROJECT LOCATION AND SETTING

The proposed project is located within the City of Riverbank, County of Stanislaus. Specifically, the proposed project is bounded by Claus Avenue to the West, Central Avenue to the East, is directly North of Kentucky Avenue, and directly South of California Avenue. The project site is further identified as being Assessor Parcel Number (APN) 062-022-003.

GENERAL PLAN AND ZONING DESIGNATIONS

The 9.40 +/- acre project site currently has a General Plan designation of Lower Density Residential (LDR) and is located within the Planned Development (P-D) zoning district.

OTHER PUBLIC AGENCIES WHOSE APPROVAL IS REQUIRED (E.G., PERMITS, FINANCING APPROVAL, OR PARTICIPATION AGREEMENT.)

City of Riverbank - Development Services Department/Public Works

LEAD AGENCY DETERMINATION:

On the basis of this initial evaluation:

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

Donna M. Kenney
Ms. Donna M. Kenney, Planning and Building Manager

10-5-16
Date

LEAD AGENCY DETERMINATION:

On the basis of this initial evaluation:

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

Ms. Donna M. Kenney, Planning and Building Manager

Date

SECTION 2.0 EVALUATION INSTRUCTIONS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

- c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significance

SECTION 3.0

INITIAL STUDY CHECKLIST

This section of the Initial Study incorporates the most current Appendix "G" Environmental Checklist Form, contained in the CEQA Guidelines.

I. AESTHETICS -- WOULD THE PROJECT:

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

DISCUSSION:

- I-a) The proposed project will have no effect on scenic vistas and therefore will have no environmental impact.
- I-b) The proposed project is located within the City of Riverbank, and is not located on a state designated highway. Based on a review of the California Department of Transportation website (<http://www.dot.ca.gov/hq/LandArch/scenic/schwy.htm>), the nearest state scenic highway is Interstate 5, which runs for approximately 28.1 miles (North/South) in Stanislaus County from the Merced County line to the San Joaquin County line. The proposed project is not located on or adjacent to Interstate 5, and therefore will have no impact to a state scenic highway.
- I-c, d) The proposed Development Agreement would not directly create new sources of light or glare that would adversely affect day or night-time views in areas of the City. The subject property

was subject to site-specific CEQA analysis previously where the appropriate design review, standards, conditions, and mitigation measures (if necessary) were determined at that time. Therefore, the Development Agreement alone would not directly result in physical changes in the City and would not degrade the existing visual character or quality of the City. Therefore, the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

II. AGRICULTURE AND FORESTRY RESOURCES: WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

DISCUSSION:

II-a, b) The project site is not located in an area identified as prime farmland, nor is the site being used or zoned for agriculture use. Furthermore, the site is not currently enrolled into a Williamson Act contract. Review of the Farmland Mapping and Monitoring Program of the California Resources Agency showed that the Project Location for the City of Riverbank is not mapped as Prime Farmland, Unique Farmland or Farmland of Statewide Importance. Therefore, the proposed project will not result in a significant impact on the City's or Region's agriculture resources and have no impact.

II-c, d) No forest land zoning exists at the site and there is no timberland zoned for Timberland Production and will not conflict with existing zoning and therefore will have no impact to this resource.

II-e) Please refer to the discussion under items (a) and (c), above.

MITIGATION MEASURES:

Mitigation is not required for this topic.

III. AIR QUALITY -- WOULD THE PROJECT:

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

BACKGROUND DISCUSSION:

The proposed project is located in east Stanislaus County, which is a portion of the San Joaquin Valley Air Basin (SJVAB). Air quality management under the federal and state Clean Air Acts is the responsibility of the San Joaquin Valley Air Pollution Control District (SJVAPCD).

The federal and state governments have adopted ambient air quality standards (AAQS) for the primary air pollutants of concern, known as “criteria” air pollutants. Air quality is managed by the SJVAPCD to attain these standards. Primary standards are established to protect the public health; secondary standards are established to protect the public welfare. The attainment statuses of the SJVAB for Stanislaus County with respect to the applicable AAQS are shown in the following table.

The SJVAB is considered non-attainment for ozone and particulate matter (PM₁₀ and PM_{2.5}), because the AAQS for the pollutants are sometimes exceeded. The SJVAB is Attainment/Unclassified for carbon

monoxide, but select areas, not including the City of Riverbank, are required to abide by adopted carbon monoxide maintenance plans.

The California Air Resources Board (CARB) through the Air Toxics Program is responsible for the identification and control of exposure to air toxics, and notification of people that are subject to significant air toxic exposure. A principal air toxic is diesel particulate matter, which is a component of diesel engine exhaust.

The SJVAPCD has adopted regulations establishing control over air pollutant emissions associated with land development and related activities. These regulations include:

Regulation VIII (Fugitive Dust Rules)
Rule 4101 (Visible Emissions)
Rule 9510 (Indirect Source Review)

SAN JOAQUIN VALLEY FEDERAL AND STATE AAQS ATTAINMENT STATUS

Pollutant	Designation / Classification	
	Federal Standards^a	State Standards^b
Ozone, 1-hour	No federal standard ^f	Nonattainment / Severe
Ozone, 8-hour	Nonattainment / Extreme ^e	Nonattainment
PM10	Attainment ^c	Nonattainment
PM2.5	Nonattainment ^d	Nonattainment
Carbon Monoxide	Attainment / Unclassified	Attainment / Unclassified
Nitrogen Dioxide	Attainment / Unclassified	Attainment
Sulfur Dioxide	Attainment / Unclassified	Attainment
Lead (particulate)	No designation	Attainment
Hydrogen Sulfide	No federal standard	Unclassified
Sulfates	No federal standard	Attainment
Visibility-Reducing Particles	No federal standard	Unclassified
Vinyl Chloride	No federal standard	Attainment

^aSee 40 CFR Part 81

^bSee CCR Title 17 Sections 60200-60210

^cOn September 25, 2008, EPA redesignated the San Joaquin Valley to Attainment for the PM10 National AAQS and approved the PM10 Maintenance Plan

^dThe SJV is designated nonattainment for the 1997 PM_{2.5} NAAQS. EPA designated the SJV as nonattainment for the 2006 PM_{2.5} on November 13, 2009 (effective December 14, 2009).

^eThough the SJV was initially classified as serious nonattainment for the 1997 8-hour ozone standard, EPA approved reclassification of the SJV to extreme nonattainment in the Federal Register on May, 2010 (effective June 4, 2010).

^fEffective June 15, 2005, the EPA revoked the federal 1-hour ozone standard, including associated designations and classifications. EPA has previously classified the SJV as extreme nonattainment for this standard. EPA approved the 2004 Extreme Ozone Attainment Demonstration Plan on March 8, 2010 (effective April 7, 2010). Many applicable requirements for extreme 1-hour ozone nonattainment areas continue to apply to the SJVAB.

The SJVAPCD has adopted a CEQA impact analysis guideline titled *Guide for Assessing and Mitigating Air Quality Impacts* (GAMAQI). The GAMAQI is utilized in the following air quality impact analysis where applicable. The GAMAQI establishes impact significance thresholds for the non-attainment pollutant PM₁₀ and precursors to the non-attainment pollutant ozone: reactive organic gases (ROG) and oxides of nitrogen (NO_x).

ROG	10 tons/year
NO _x	10 tons/year
PM ₁₀	15 tons/year

Projects that do not generate emissions in excess of these thresholds are considered to have less than significant air quality impacts. Furthermore, within the GMAQI, the SJVAPCD has established and outlines a three-tiered approach to determining significance related to a project's quantified ozone precursor emissions. Each tier or level requires a different degree of complexity of emissions calculation and modeling to determine air quality significance. The three-tiers established to date (from least significant to most significant) are: *Small Project Analysis Level (SPAL)*, *Cursory Analysis Level (CAL)*, and *Full Analysis Level (FAL)*. In each of the tiers, the SJVAPCD has pre-calculated the emissions on a large number and types of projects to identify the level at which they have no possibility of exceeding the emissions thresholds. In accordance with Table 5-3(a) of GMAQI, the proposed project is considered to be at a Small Project Analysis Level (SPAL), as it will not cross the SJVAPCD adopted threshold of 152 single-family (dwellings) units. Exceeding this limit would push the project into a separate tier as identified in the GMAQI. Because the proposed project qualifies as SPAL, GMAQI notes that it has no possibility of exceeding emission thresholds.

DISCUSSION:

III-a-e) This Development Agreement does not result in any direct physical changes to the environment, including air quality. The subject property was previously subject to its own environmental review where project-specific impacts associated with air quality were analyzed and

mitigated/conditioned for. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

IV. BIOLOGICAL RESOURCES -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

DISCUSSION:

IV-a-d) The City's 2005-2025 General Plan indicates that natural habitats consist primarily of isolated wetlands, as well as wetlands and riparian habitat associated with the Stanislaus River corridor along the northernmost part of the City. The Stanislaus River corridor area is the largest and most important area for sensitive habitat and wildlife in the Riverbank planning area.

As previously stated, the Development Agreement does not directly result in any physical changes to the environment, and site-specific CEQA review and analysis was previously prepared to address any potential impacts. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

IV-e) All new residential development projects within the City of Riverbank are required to comply with the policies of the 2005-2025 General Plan, and address biological resources in order to minimize impacts. General Plan Goals CONS-4 and CONS-5 as well as the associated policies established requirements in which Fish and Wildlife Habitat shall be preserved and protected within the Riverbank planning area. The Development Agreement will be done in compliance with the 2005-2025 General Plan, and thus, minimize any potential impacts to local policies related to biological resources. In addition, site-specific CEQA review and analysis was previously prepared to address any potential impacts to these policies. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

IV-f) There are no Habitat Conservation Plans, Natural Community Conservation Plans, or other local, regional, or state Habitat Conservation Plan within the City of Riverbank. Therefore, the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

No mitigation is required for this topic.

V. CULTURAL RESOURCES -- Would the project:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

DISCUSSION:

V-a-d)The Riverbank Branch Library, also referred to as the Riverbank Carnegie Library, located at 3237 Santa Fe Street, is the only structure within the City to be identified on the National Register for Historic Places. According to the California Office of Historic Preservation (www.ohp.parks.ca.gov), there are no other properties or structures identified on either the National Register or State Register of Historic Places.

In addition, as discussed previously, the Development Agreement does not include a specific development project, instead it provides the City and the Hayes 4 Phase Two Developer, the framework to record and physically develop the approved subdivision. Therefore, the Development Agreement would not cause a substantial adverse change in the significant of any cultural resources, including archeological, paleontological, and human remains. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

No mitigation is required for this topic.

VI. GEOLOGY AND SOILS -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

DISCUSSION:

- VI-a-d) The Development Agreement will not directly result in physical changes in the City that would expose people or structures to seismic activity or landslides, result in the loss of soil or substantial erosion, or locate structures on unstable or expansive soils. Impacts related to geology and soils can generally be addressed through compliance with applicable State and/or Local policies and regulations including; California Building Code (Title 24), Riverbank Municipal Code, Alquist-Priolo Earthquake Fault Zoning Act, California Public Resources Code (Seismic Hazards Mapping Act), CEQA, and the National Pollution Discharge Elimination System (NPDES). Therefore, the Development Agreement will have a **Less Than Significant Impact**.
- VI-e) In general, all residential development within the City of Riverbank would be required to connect to the City's Wastewater System. Therefore, no new septic tanks or on-site septic systems would be permitted and the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

VII. GREENHOUSE GAS EMISSIONS -- WOULD THE PROJECT:

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

BACKGROUND DISCUSSION:

Human-generated emissions greenhouse gases (GHGs) are understood to be an important cause of global climate change, which is a subject of increasing scientific, public concern, and government action. Atmospheric concentrations of GHGs that trap heat in the earth's atmosphere and lead to a variety of effects, including increasing temperature, changes in patterns and intensity of weather and various secondary effects resulting from those changes, including potential effects on public health and safety.

California AB 32 identifies global climate change as a "serious threat to the economic well-being, public health, natural resources and the environment of California." As a result, global climate change is an issue that needs to be considered under CEQA.

GHGs include carbon dioxide (CO₂), the most abundant GHG, as well as methane, nitrous oxide and other gases, each of which have GHG potential that is several times that of CO₂. GHG emissions result from combustion of carbon-based fuels; major GHG sources in California include transportation (40.7%), electric power generation (20.5%), industrial (20.5%), agriculture and forestry (8.3%) and others (8.3%).

The State of California is actively engaged in developing and implementing strategies for reducing GHG emissions. State programs for GHG reduction include a regional cap-and-trade program, new industrial and emission control technologies, alternative energy generation technologies, advanced energy conservation in lighting, heating, cooling and ventilation, reduced-carbon fuels, hybrid and electric vehicles, and other methods of improving vehicle mileage reduction programs. Using these and other strategies, the State's Global Climate Change Scoping Plan, adopted in December 2008, proposes to achieve a 29% reduction in projected business-as-usual emission levels for 2020.

The SJVAPCD adopted a Climate Change Action Plan in 2008, and issued guidance for development project compliance with the plan in 2009. The guidance adopted an approach that relies on the use of Best Performance Standards to reduce GHG emissions. Projects implementing Best Performance Standards would be determined to have a less than cumulatively significant impact. For projects not implementing Best Performance Standards, demonstration of a 29% reduction in GHG emissions from business-as-usual conditions is required to determine that a project would have a less than cumulatively significant impact.

DISCUSSION:

VII-a, b) Although not originally intended to reduce GHGs, California Code of Regulations (CCR) Title 24, Part 6: California's Energy Efficiency Standards for Residential and Nonresidential Buildings, was first adopted in 1978 in response to a legislative mandate to reduce California's energy consumption. Since then, Title 24 has been amended with recognition that energy efficient buildings require less electricity and reduce fuel consumption, which in turn decreases GHG emissions. The current Title 24 standards were adopted in response to the requirements of AB 32. Specifically, new development projects within California after January 1, 2011, are subject to the mandatory planning and design, energy efficiency, water efficiency and conservation, material conservation and resources efficiency, and environmental quality measures of the California Green Building Standards (CALGreen) Code (California Code of Regulations, Title 24, Part 11). As such, it is anticipated that the proposed Development Agreement will not generate greenhouses gas emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with any plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

VIII. HAZARDS AND HAZARDOUS MATERIALS -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
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DISCUSSION:

VIII-a-h) The subject property covered in the Development Agreement is not located near any sites known to contain toxic or radioactive materials. The project site is not situated within an Airport Clear Zone or Accident Potential Zone. The project will not create a risk of explosion, release of hazardous substances or other dangers to public health. The project will not contribute hazardous materials to the vicinity either in its construction or upon its completion. The proposed Development Agreement will not interfere with any emergency response plan or emergency evacuation plan. Therefore, the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

IX. HYDROLOGY AND WATER QUALITY -- Would the project:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?				X

Discussion:

IX-a-e) Presently, all residential development within the City of Riverbank is required to comply with the applicable Federal, State, and local policies and regulations related to water quality including; Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) program, and the Riverbank Municipal Code. Potential water quality issues related to the violation of applicable water quality standards or waste discharge requirements would be analyzed upon the submittal of a site-specific development application. The Development Agreement does not include site-specific development projects, rather, it provides a framework in which the subject property's approved tentative map will be recorded and how the subdivision will be developed. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

IX-f-h) The 100-year flood event is primarily contained within the Stanislaus River channel, which includes the northern portion of the City of Riverbank. The City's 2005-2025 General Plan incorporated Policies PUBLIC-4.3, SAFE-1.6 through SAFE-1.7 in order to protect new development in this area from flood damage. The Development Agreement does not consist of any site-specific development that was not considered in the related tentative map approval. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

IX-i) Existing Federal and State oversight and inspections render the likelihood of dam failure as remote. Therefore, the Development Agreement will have a **Less Than Significant Impact**

IX-j) Inundation by a tsunami is unlikely due to the location of Riverbank and its proximity to the Pacific Ocean. And, although the topography of Riverbank is relatively flat, mudflows along the banks of the Stanislaus River could be possible. However, as noted previously, approval of the Development Agreement would not directly result in any physical changes, not previously

analyzed during the tentative map approval. Therefore, the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

X. LAND USE AND PLANNING - Would the project:

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

DISCUSSION:

X-a) The Development Agreement for the new 49-lot residential development would occur on a site that is now basically vacant with no agricultural activity or any use. Thus, an established community would not be divided or affected by the project. The area surrounding the site includes small ranchette parcels, with limited agricultural activity and single-family dwellings. All of these uses would remain with project development. Therefore, the proposed project will have **No Impact**.

X-b) The Development Agreement for the new residential development does not conflict with any land use plan, policy, or regulation of the City of Riverbank that was adopted for the purpose or mitigating an environmental effect. Therefore, the proposed project will have **No Impact**.

X-c) No habitat conservation plan or community conservation plan applies to the project site. Thus, the project would have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XI. MINERAL RESOURCES -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

DISCUSSION:

XI-a,b) The project site is located outside of any area designed by the California Department of Conservation - State Mining and Geology Board (SMGB) as containing known mineral resources. The proposed project is located within an area defined in the 2005-2025 General Plan as being a future residential area. Specifically, the land use designation of the project site is listed as Residential in the General Plan. As such, the Development Agreement will have **No Impact** to mineral resources of Statewide or local importance.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XII. NOISE -- WOULD THE PROJECT RESULT IN:

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

DISCUSSION:

XII-a-f) Construction noise associated with demolition, grading, and excavation activities could result in temporary or short-term noise impacts including ground-borne vibration or an increase in noise levels, while operational noise associated with vehicular traffic, outdoor activities, and stationary mechanical equipment could result in a permanent ambient increase in noise levels. Noise attenuation standards and requirements are regulated by the 2005-2025 General Plan, as well as Chapter 93 of the City's Municipal Code (Noise Ordinance). Any new residential

development would be required to comply with the policies and standards contained Health and Safety Element of the 2005-2025 General Plan, Chapter 93 of the Riverbank Municipal Code, and are subject to site-specific CEQA analysis as residential development applications are submitted to the City for consideration.

The Development Agreement does not consist of any new site-specific residential development, but rather, provides a policy framework to record and physically develop the approved subdivision. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

XII-e) As noted previously, the Development Agreement does not include specific development projects, and instead, provides a policy framework to record and physically develop the approved subdivision. Potential impacts related to this previously approved development was analyzed in the past. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

XII-f) There are no documented or known private airstrips within the City of Riverbank. Therefore, the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XIII. POPULATION AND HOUSING -- Would the project:

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

DISCUSSION:

XIII-a) The previously approved Tentative Subdivision Map was found to be consistent with the general plan land use designation and densities and City zoning classification for the site. The proposed Development Agreement would contribute to the subdivision that have already been assessed and mitigated to the extent possible as part of the previous project's CEQA process. As such, the proposed project will serve as an implementation tool for the subject property, which is located in an area designated as future residential growth under the City's General Plan. Therefore, the Development Agreement will have **No Impact**.

XIII-b,c)The proposed project will not require the displacement of existing housing which would necessitate the construction of replacement housing. Currently the project site contains no dwellings or structures and will not displace a substantial number of people. Therefore, the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XIV. PUBLIC SERVICES

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

DISCUSSION:

XIV-a) The Stanislaus Consolidated Fire Protection District provides fire protection and first response services for emergencies within the City of Riverbank. All law enforcement services in the City are performed under contract by the Stanislaus County Sheriff's Department. The Riverbank Unified School District (RUSD) provides elementary, junior high, and high school level education services to students within its District boundary. However, the Sylvan Union School District (SUSD) provides schooling to some children within the City of Riverbank. The Riverbank Parks and Recreation Department is responsible for administering and operating the sixteen (16) parks located throughout the City.

As previously discussed, the Development Agreement would not directly result in physical changes in the City not previously analyzed during the Tentative Map approval phase. As discussed in the Development Agreement, when new residential development occurs, the City will collect Public Facilities Fees on a per unit basis. These Fees, which include fees for fire

protection, police protection, and parks, are intended to mitigate any potential impact created by new residential development. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XV. RECREATION

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

DISCUSSION:

XV-a) Payment of fees in lieu of parkland dedication, in accordance with the General Plan, would be required by the City of Riverbank as part of the standard development review and building permit process for the project. Payment of these fees would provide for park improvements elsewhere in Riverbank. Furthermore, a dual use park/drainage-basin has been incorporated to provide an open space recreational area for nearby residents. For this reason, the project would not be expected to increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. The Development Agreement's impact in relation to this would be **Less than Significant**.

XV-b) As noted under Item (a) above, the recreational needs of project residents are expected to be met by the existing recreational facilities in the area, and the project would not require construction or expansion of other recreational facilities. The project's impact would therefore be considered **Less than Significant**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XVI. TRANSPORTATION/TRAFFIC -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?				X
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities:				X

DISCUSSION:

- XVI-a) The Development covered in the Development Plan does not conflict with the City's 2005-2025 General Plan Circulation Element or Municipal Code. As such, the Development Agreement will have a **Less Than Significant Impact**.
- XVI-b) The Development Agreement will not directly result in an increase or conflict to the level of service standards and travel demand for the City of Riverbank. The project will be required to and does conform to, the circulation standards and policies set forth by the City's 2005-2025 General Plan. Therefore, the Development Agreement will have **No Impact**.
- XVI-c) The Development Agreement will not result in the change of air patterns. Therefore, the Development Agreement will have **No Impact** in this area.
- XVI-d) Street improvements discussed within the Development Agreement will not result in immediate construction or design hazards. As such, hazards due to a design feature are not anticipated to occur. Therefore, the Development Agreement will have **No Impact**.
- XVI-e) The Development Agreement, in itself, will not result in inadequate emergency access. Therefore, the Development Agreement will have **No Impact**.
- XVI-f) The proposed project will not conflict with any adopted policies, plans or programs regarding public transit, or bicycle facilities. Therefore, the Development Agreement will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XVII. UTILITIES AND SERVICE SYSTEMS -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

DISCUSSION:

XVII-a,b,e) New residential growth and development discussed within the Development Agreement would result in population growth assumed under and consistent with the City's 2005-2025 General Plan. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

XVI-c) Adoption of the Development Agreement does not require, or result in, the construction of new stormwater facilities. Rather, the Development Agreement provides the framework necessary for the City and the project's Developer to implement the construction of the approved Tentative Subdivision Map as it was approved. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

XVI-d,e) Potable water services within the City are provided by the City of Riverbank. It was determined, during the Tentative Map approval phase, that the City has sufficient groundwater supply to provide potable water services to the new residential units contemplated as part of the subdivision. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

XVI-f,g) Solid waste disposal in the City of Riverbank is provided via a franchise agreement with Gilton Solid Waste. Solid waste generated within the City is collected and then delivered to the Fink Road Landfill located in Crows Landing (Stanislaus County). As previously determined, during the Tentative Map approval phase, the Fink Road Landfill has the capacity to provide solid waste services to the subdivision discussed in the Development Agreement. Therefore, the 2014-2023 Housing Element will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE --

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

DISCUSSION:

- XVIII-a) The Development Agreement, in itself, does not regulate or provide entitlements for new development, and would not directly result in any physical changes to the environment. As a result, no new environmental effects that would have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory are anticipated. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

- XVIII-b) Under the Development Agreement, no specific development would occur. Rather, the Development Agreement would facilitate the development of the previously approved Tentative Map. Therefore, these less than significant impacts would not combine with impacts from other projects to cause a cumulative impact. In addition, the Development Agreement is not considered to be growth inducing or a document that provides entitlements. Therefore, the Development Agreement will have a **Less Than Significant Impact**.
- XVIII-c) As noted previously throughout this Initial Study, the Development Agreement would not have an environmental effect that would cause substantial adverse effects on human beings either directly or indirectly. Therefore, the Development Agreement will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

SECTION 4.0

REFERENCES

In accordance with Section 15063(a)(3) of the CEQA Guidelines, the following expert opinion, technical studies, and substantial evidence has been referenced and/or cited in the discussion included in Section 3.0, Initial Study Checklist:

1. City of Riverbank 2005 – 2025 General Plan, dated April 2009.
2. City of Riverbank 2005 - 2025 General Plan Environmental Impact Report (EIR), dated April 2009.
3. City of Riverbank Zoning Ordinance.
4. City of Riverbank Noise Control Ordinance, Article IX, Chapter 93.
5. California Department of Transportation Online Database of State Scenic Highways (www.dot.ca.gov/hq/LandArch/scenic/cahisys.htm).
6. California Department of Conservation Farmland Mapping and Monitoring Program, published October 2007.
7. Guide for Assessing and Mitigating Air Quality Impacts, adopted August 20, 1998, and as revised January 10, 2002, prepared by the San Joaquin Valley Air Pollution Control District.
8. Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA, dated December 17, 2009, prepared by the San Joaquin Valley Air Pollution Control District.
9. Flood Insurance Rate Map (FIRM) No. 06099C0335E, dated September 26, 2008, and No. 06099C0330E, dated September 26, 2008 prepared by the Federal Emergency Management Association (FEMA).



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE of PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

November 1, 2016

Donne M. Kenney
City of Riverbank
6707 Third Street
Riverbank, CA 95367

RECEIVED
NOV 03 2016

BY:

Subject: Hayes 4 - Phase Two Subdivision Development Agreement
SCH#: 2016092072

Dear Donne M. Kenney:

The State Clearinghouse submitted the above named Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on October 31, 2016, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

SECRET
NOV 19 1945

BY _____

**Document Details Report
State Clearinghouse Data Base**

SCH# 2016092072
Project Title Hayes 4 - Phase Two Subdivision Development Agreement
Lead Agency Riverbank, City of

Type Neg Negative Declaration
Description The proposed project consists of the City's approval of a development agreement between the city and the developers of the Hayes 4, phase 2 subdivision. The land covered by this DA has been previously approved by the City of Riverbank as tentative map no. 07-2004 on April 25, 2005 (resolution no. 2005-046). City council adopted resolution no. 2006-127 on November 27, 2006, approved the phase 2 vesting tentative subdivision map for tentative map no. 07-2004. The DA will extend the duration of the tentative map and is proposed to expire 5 years from the date of approval. In addition to extending the duration of the tentative map, the purpose of the DA is to clarify the number of lots, storm drainage concepts, and the conditions of approval for the tentative map.

Lead Agency Contact

Name	Donne M. Kenney		
Agency	City of Riverbank		
Phone	209-663-7124	Fax	
email			
Address	6707 Third Street		
City	Riverbank	State CA	Zip 95367

Project Location

County	Stanislaus				
City	Riverbank				
Region					
Lat / Long	37° 43' 36" N / 120° 55' 15" W				
Cross Streets	Clause Rd and Central Ave				
Parcel No.	062-022-003				
Township	2S	Range	10E	Section	30
				Base	MDBM

Proximity to:

Highways	SR 108
Airports	
Railways	BNSF
Waterways	Stanislaus River
Schools	Riverbank HS
Land Use	Rancho Home, ag/single family res (R-1)/Lower density res

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Other Issues; Traffic/Circulation; Landuse

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 4; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 10; Native American Heritage Commission; Public Utilities Commission; Regional Water Quality Control Bd., Region 5 (Sacramento); State Water Resources Control Board, Division of Drinking Water; State Water Resources Control Board, Division of Drinking Water, District 10

Date Received	09/30/2016	Start of Review	09/30/2016	End of Review	10/31/2016
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Central Valley Regional Water Quality Control Board

25 October 2016

Governor's Office of Planning & Research

clear
10/31/16
E

Donna M. Kenney
City of Riverbank
6707 3rd Street
Riverbank, CA 95367

OCT 26 2016

CERTIFIED MAIL

STATE CLEARINGHOUSE 917 199 9991 7035 8421 5388

**COMMENTS TO REQUEST FOR REVIEW FOR THE NEGATIVE DECLARATION, HAYES 4 –
PHASE TWO SUBDIVISION DEVELOPMENT AGREEMENT PROJECT, SCH# 2016092072,
STANISLAUS COUNTY**

Pursuant to the State Clearinghouse's 30 September 2016 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Negative Declaration* for the Hayes 4 – Phase Two Subdivision Development Agreement Project, located in Stanislaus County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases,

the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:

http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan

(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements – Discharges to Waters of the State

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/app_approval/index.shtml; or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

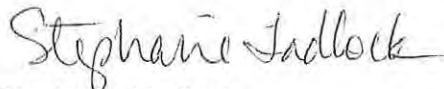
NPDES Permit

If the proposed project discharges waste that could affect the quality of the waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit.

For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit3.shtml

If you have questions regarding these comments, please contact me at (916) 464-4644 or Stephanie.Tadlock@waterboards.ca.gov.



Stephanie Tadlock
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

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

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

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

(Space above line for recorder's use only)

APN: 062-022-003

DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF RIVERBANK

AND

MCROY - WILBUR COMMUNITIES, INC. AND JAMES A. AARTMAN, A SINGLE MAN

RELATING TO THE DEVELOPMENT KNOWN AS THE
"HAYES NO. 4 SUBDIVISION, PHASE 2

Adopted by City Council Ordinance No. _____
on _____

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF RIVERBANK, a California municipal corporation ("City") and McRoy - Wilbur Communities, Inc. and James A. Aartman, a single man (collectively, "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 9.40 gross acres, as shown on the 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 April 25, 2005, the City Council adopted Resolution No. 2005-046, approving tentative subdivision map 07-2004 and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 88 residential lots on 18.74 acres

(ii) On November 27, 2006, the City Council adopted Resolution No. 2006-127, approving the Phase 2 Vesting Tentative Subdivision Map for Tentative Map 07-2004 (the "Tentative Map").

E. On _____, 20__, the City Council approved an Initial Study/Negative Declaration in connection with its adoption of Ordinance No. _____ approving this Agreement.

F. Developer has proposed to develop the Property into 49 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 E**.

H. 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 "Hayes No. 4 Subdivision, Phase 2".

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. 2005-046 and 2006-127.

1.06. "Developer" shall mean, collectively, McRoy - Wilbur Communities, Inc. and James A. Aartman, a single man, 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" shall mean a Mello-Roos Community Facilities District that City and Developer may form or 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 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 9.40 acres of real property located west of Central Avenue and south of California Avenue, in the City of Riverbank and the County of Stanislaus, State of California, as shown on the map attached as Exhibit A.

1.16. "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.

1.17. "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.*

1.18. "Tentative Map" shall refer to the Phase 2 Vesting Tentative Subdivision Map for the Project, as approved by the City Council on November 27, 2006 by Resolution No. 2006-127, attached and incorporated hereto as Exhibit A, which may be amended from time to time in compliance with this Agreement.

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: Project Tentative Map
- Exhibit B: Legal Description of the Property
- Exhibit C: Consolidated Conditions of Approval
- Exhibit D: Draft System Development Fee Reimbursement Agreement
- Exhibit E: Draft Subdivision Improvement Agreement
- Exhibit F: Concept Pocket Park Design

2.04. Property Description and Binding Covenants. Developer represents that they have a legal or equitable interest in the Project and that all other persons holding legal or equitable interests in the Project (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 Project, 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, 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, in its 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 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 and 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 site plan review which may include review of the proposed architecture in front of the planning commission.

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 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 Ordinance No. _____ 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. Development of Park(s). Prior to the construction of the first production home, the Developer shall fully construct and have accepted by City Council the Park/Storm Water Basin, identified as "Lot A" on the Tentative Map. This requirement excludes the construction of four (4) model homes.

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

ARTICLE 4 FEES, COSTS AND REIMBURSEMENTS

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

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

4.03. System Development Fee Credits. City and Developer have agreed in concept to System Development Fee credits attributable to Developer, as provided in the agreement attached as **Exhibit C** (the "Reimbursement Agreement").

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

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

ARTICLE 5 IMPROVEMENTS, SERVICES AND UTILITIES

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

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

5.03. Subdivision Improvement Agreement. Developer is obligated to construct the improvements identified in the Tentative Map. 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.

5.04. Storm Drainage Improvements. Developer agrees to construct a storm water/park retention facility to be known as a Pocket Park internal to the subdivision. The preliminary concept drawings for the Pocket Park are shown on sheet 2 of the modified Tentative Map illustrated on Exhibit A to this agreement. The storm drain aspects of the Pocket Park shall be improved to a maximum depth of 4.0 feet with side slopes of 6:1 and shall be improved as 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 park and storm drainage/park 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 provisions of City Code related to park improvement.

(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 under obligation to install or bond for the landscaping improvements, which shall be in compliance with City Drought Tolerant Landscape Standards. As the Property is currently subject to a CFD to finance ongoing maintenance of public improvements, no additional financial mechanism shall be required for park maintenance, provided that the Property remains in the CFD.

(b) Parkland Credit. The dedicated parkland will create an Open Space "Pocket Park", which serves to solve the Project's storm water obligation. 50% of the Pocket Park is proposed to be constructed as a dual-use storm basin. The remaining 50% of the Pocket Park will be parkland area will not be used for storm water retention. The City shall allow 50% credit, per net acre, in satisfaction of the parkland dedication requirements for the Property for the dual use basin area and 100% credit for the upland area not used for storm water retention. The same fee credit ratio will apply to the parkland fee category of the System Development Fees for the improved Pocket Park. City shall review the Construction Drawings for the Pocket Park in accordance with the Concept Plans illustrated in Exhibit F and, if approved, City shall require full installation of all agreed park improvements, including irrigation and all park appurtenances.

(c) Oversizing. City and Developer may agree to the dedication of more parkland than legally required for the Project (factoring in the 50% credit as set forth above). In such case, the value of the neighborhood park improvements to be installed by the developer may be credited through the City's SDF program, up to the amount defined in the neighborhood park improvement budget in the adopted SDF program. The terms for dedicating such excess parkland shall be defined in a reimbursement agreement, in similar form as the sample provided in Exhibit C, provided that Developer will not be entitled to any fee credit or reimbursement for construction costs that exceed the defined neighborhood park improvement budget.

ARTICLE 6 CITY OBLIGATIONS

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

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

ARTICLE 7 DEFAULT, REMEDIES, TERMINATION

7.01. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provision of this Agreement shall constitute a default. Any Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the

manner in which the default may be cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may terminate this Agreement and institute legal or equitable action to cure, correct or remedy any default, including but not limited to an action for specific performance of the terms of this Agreement. In no event shall either Party be liable to the other for consequential damages for any default or breach of this Agreement.

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

7.03. Default by City. In the event City does not accept, review, approve or issue development permits, entitlements, or other land use or building approvals for use in a timely fashion as provided in this Agreement or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, Developer shall have all rights and remedies provided herein or under applicable law or equity (except as limited herein). Developer shall provide City with written notice of the default and the City shall have thirty (30) days to notify Developer of City's initial action to cure the default and ninety (90) days from receipt of Developer's notice to cure the default.

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

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

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

prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

ARTICLE 8 INDEMNIFICATION

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

8.02. Third Party Legal Challenge. In the event of any legal or equitable act, action, or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action or proceeding. If Developer elects to file a validation action in order to confirm validity of this Agreement, City agrees to cooperate with Developer in this litigation and further agrees to refrain from raising any arguments that challenge the validity of this Agreement.

ARTICLE 9 ASSIGNMENT; MORTGAGEE PROTECTION

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

9.02. Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.01 above, no mortgagee shall have any affirmative obligation or duty under this Agreement to

construct or complete improvements, or to guarantee such construction or completion. A mortgagee who takes lawful possession of the Property shall, however, assume any or all development rights consistent with any vested rights and this Agreement. Foreclosure under a mortgage, deed of trust, deed in lieu of foreclosure or sale following foreclosure or deed in lieu of foreclosure is permitted without the consent of the City. Following its acquisition of all or a portion of the Project, such holder of any mortgage or deed of trust, or any successor in interest thereto, shall be entitled to the benefits of this Agreement, shall be bound by its terms and obligations, and shall have standing to enforce the provisions of this Agreement, including the terms and conditions of Project Approvals which pertain to the Project or such portion thereof in which it holds an interest. Any such holder or successor who comes into possession of the Project, or any portion thereof, shall take the Project, or such portion thereof, subject to any claims for payments or charges against the Project or such portion thereof, which accrue under this Agreement or Project Approvals prior to the time such holder or successor comes into possession of the Project or such portion thereof. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder or successor to devote the Project, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by Project Approvals and this Agreement, subject to all of the terms and conditions of this Agreement.

9.03. Assignment of Rights. Subject to compliance with Section 9.04 below, Developer may sell, assign or transfer the Project in whole or in part to any person or entity at any time during the Term of this Agreement. Developer shall seek City's prior written consent to any sale, assignment or transfer, which consent shall not be unreasonably withheld or delayed. Failure by City to respond within forty-five (45) days to any request made by Developer for such consent shall be deemed to be City's approval of the sale, assignment or transfer in question. City may refuse to give its consent only if, in light of the proposed assignee's reputation and financial resources, such assignee would not in City's reasonable opinion be able to perform the obligations proposed to be assumed by such assignee. Such determination shall be made by the City Manager, and may be appealable by Developer to the City Council. To the extent reimbursements or fee credits from City are required pursuant to this Agreement or the Project Approvals, any and all such reimbursements and credits shall be distributed to Developer unless Developer and the subsequent Landowner specifically direct City in writing to distribute such reimbursements, or apply such credits, otherwise.

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

ARTICLE 10 GENERAL

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

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

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

10.04. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

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

10.06. Estoppel Certificate. City shall, within at least twenty (20) days prior written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors and assignees, an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement and that the

Agreement has not been terminated and is enforceable in accordance with its terms and conditions.

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

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

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

If to City:	City of Riverbank 6707 3rd Street Riverbank, CA 95367 Attn: City Manager
With a copy to:	Churchwell White LLP 1414 K Street, 3 rd Floor Sacramento, CA 95814 Attn: Douglas L. White, Esq.
If to Developer:	McRoy-Wilbur Communities 2909 Coffee Rd., Suite 12A Modesto, CA 95355 Attn: Mark Wilbur

Prevailing Wage. Developer shall be solely responsible for determining whether construction of any or all of the improvements required in connection with the Project trigger the obligation to

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

10.10. 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.

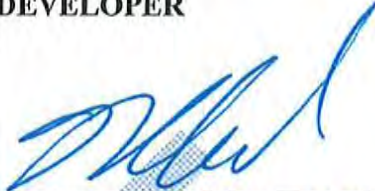
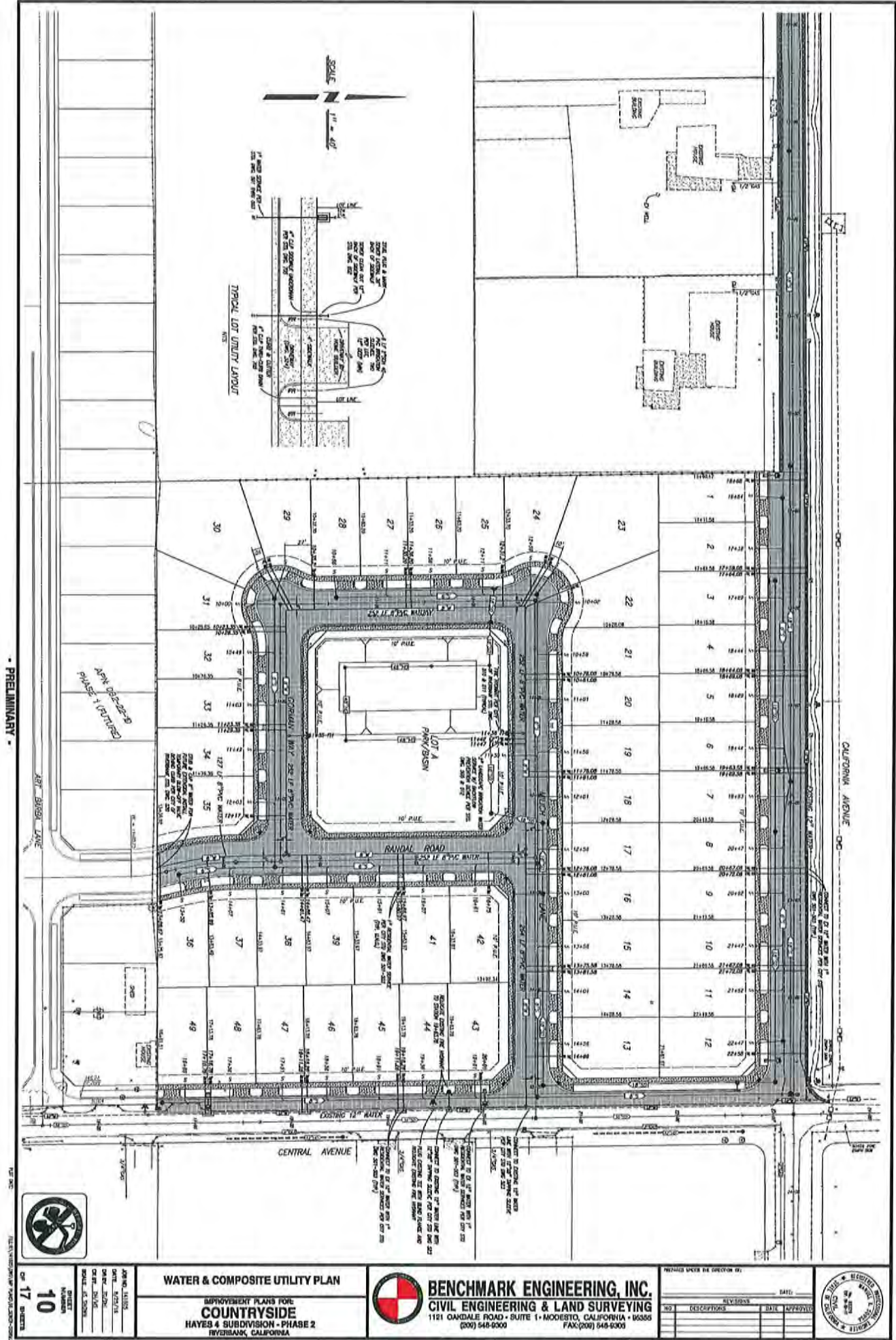
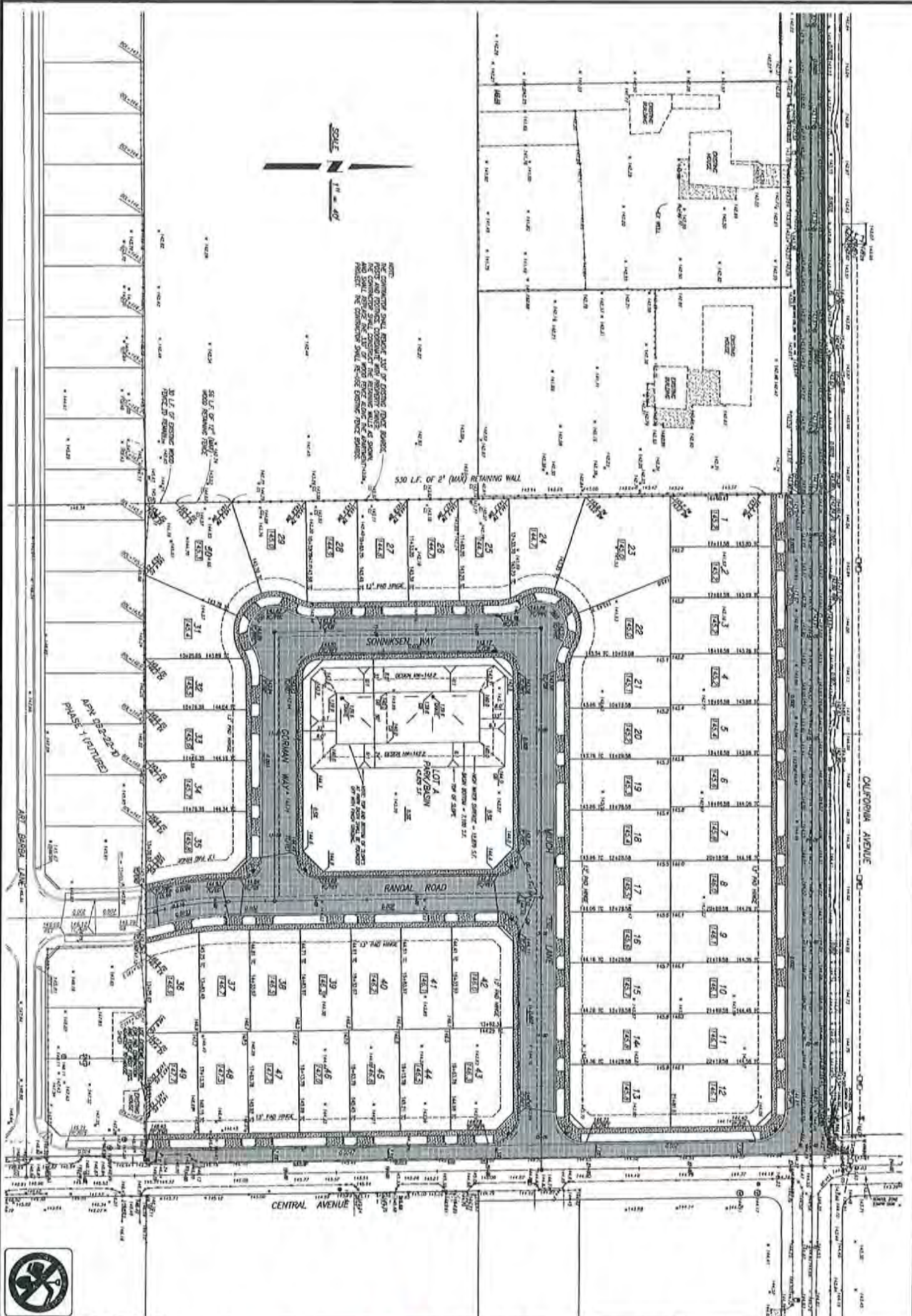
CITY	DEVELOPER
The City of Riverbank, a California municipal corporation	
By: _____ Richard O'Brien, Mayor	Print Name: <u>James A. Aartman</u> On behalf of McRoy - Wilbur Communities, Inc.,
Date: _____	Print Name: _____ And On behalf of James A. Aartman, a single man.
APPROVED AS TO FORM:	
By: _____ Tom Hallinan, City Attorney	_____
ATTEST:	
By: _____ City Clerk	

EXHIBIT A

Project Tentative Map Exhibit's

DRAFT





PRELIMINARY



8
17
SHEETS

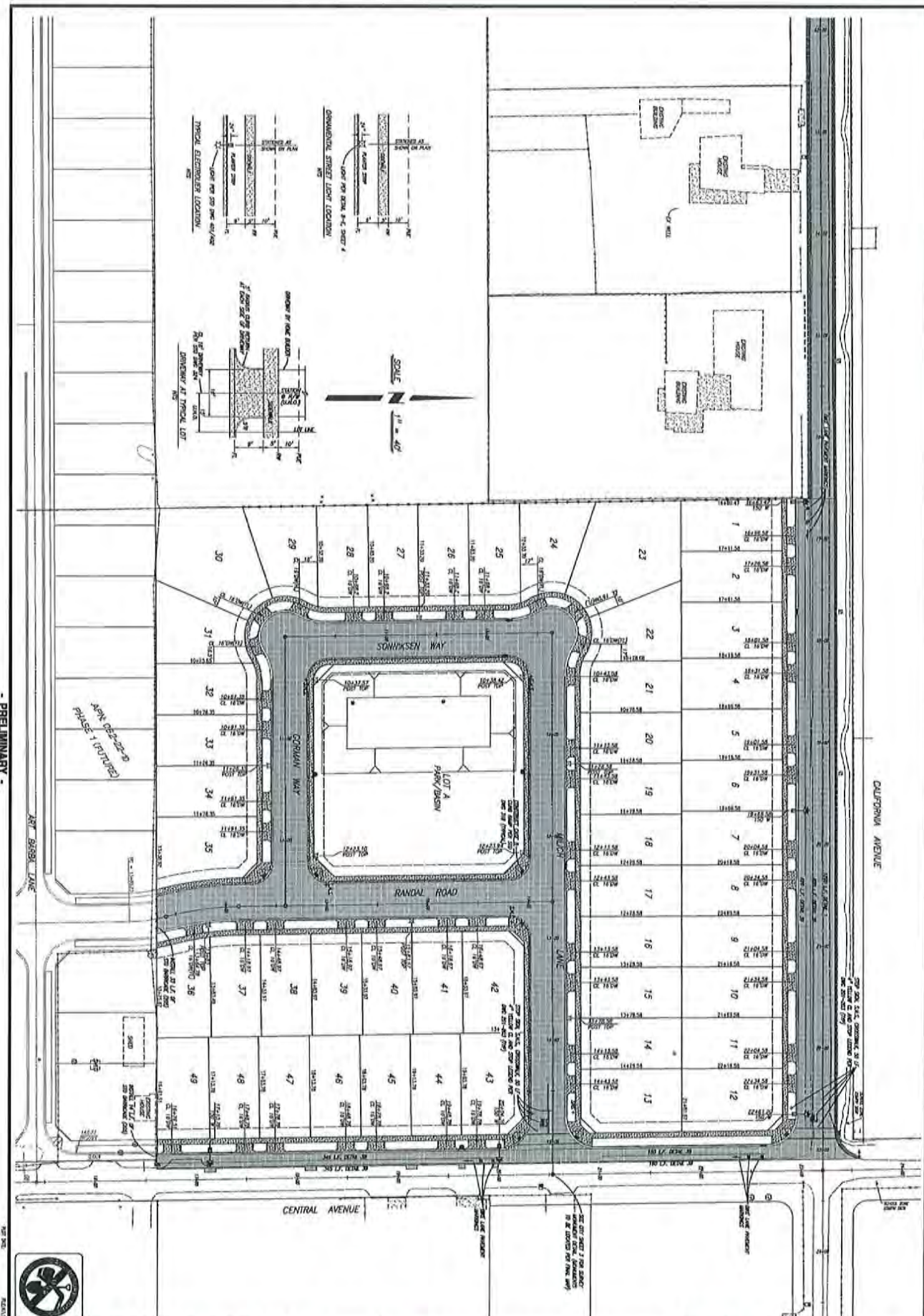
GRADING & DRAINAGE PLAN
IMPROVEMENT PLANS FOR
COUNTRYSIDE
HAYES 4 SUBDIVISION - PHASE 2
REVERSH, CALIFORNIA



BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1121 OAKDALE ROAD - SUITE 1 - MODESTO, CALIFORNIA 95356
(209) 540-0000 FAX: (209) 540-0005

NO.	DESCRIPTION	DATE	APPROVED





- PRELIMINARY -



DRIVEWAY, STRIPING, SIGNAGE AND STREET LIGHT PLAN

IMPROVEMENT PLANS FOR:

COUNTRYSIDE

HAYES 4 SUBDIVISION - PHASE 2

REVERBANK, CALIFORNIA

BENCHMARK ENGINEERING, INC.
 CIVIL ENGINEERING & LAND SURVEYING
 1121 DAVENPORT ROAD - SUITE 1 • MOORESTOWN, CALIFORNIA • 95355
 (925) 648-9006 FAX: (925) 648-9006

PREPARED UNDER THE SUPERVISION OF:

NO.	DESCRIPTION	DATE	APPROVED

DATE: 11/11/2011

BY: [Signature]

CHECKED: [Signature]

SCALE: AS SHOWN

11 SHEETS

17 SHEETS

DATE: 11/11/2011

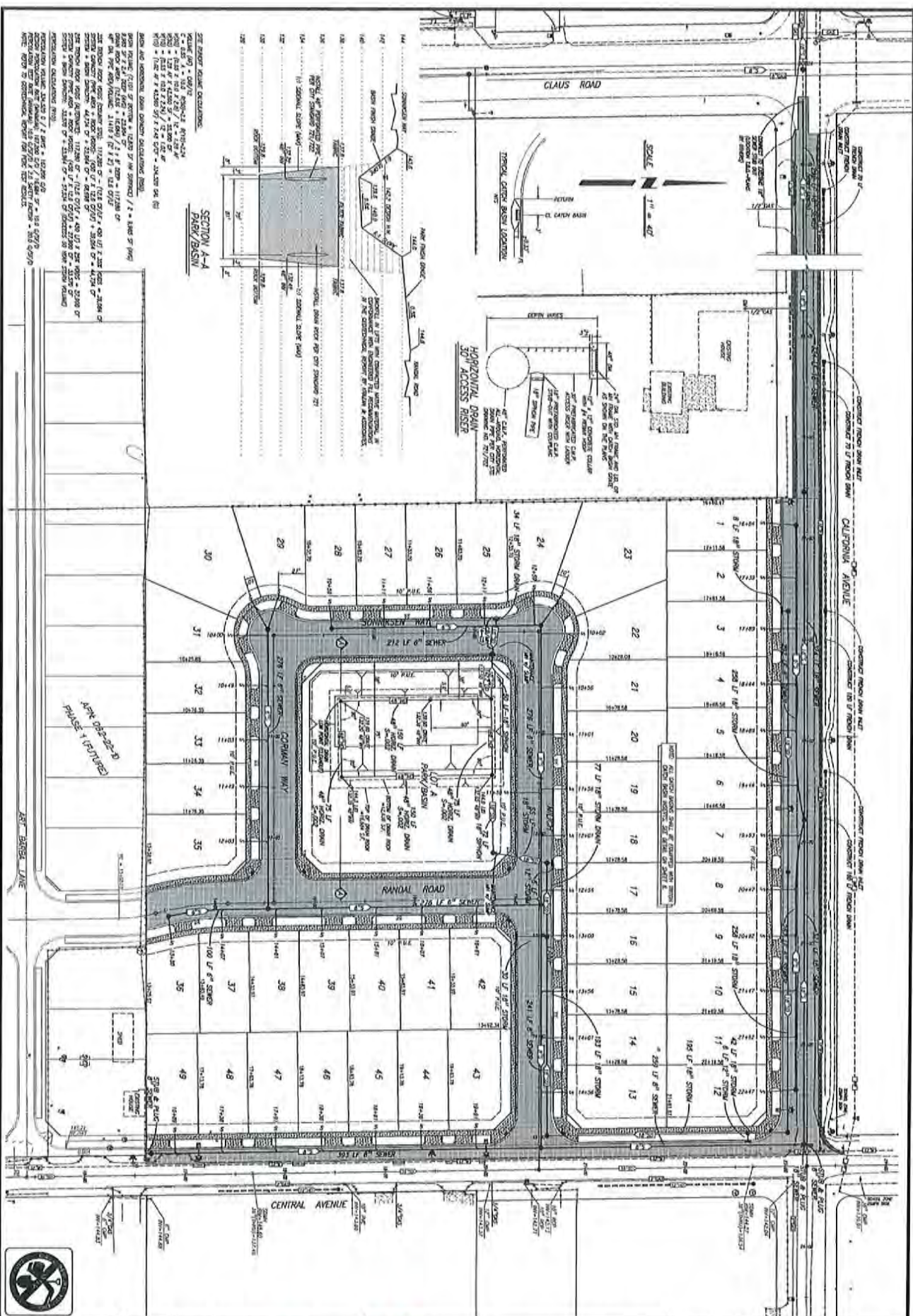
BY: [Signature]

CHECKED: [Signature]

SCALE: AS SHOWN

11 SHEETS

17 SHEETS



PRELIMINARY

SEWER & STORM DRAIN PLAN

IMPROVEMENT PLANS FOR
COUNTRYSIDE
HAYES 4 SUBDIVISION - PHASE 2
RIVERSIDE, CALIFORNIA

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1121 CANADALE ROAD - SUITE 110 - MODESTO, CALIFORNIA 95355
(209) 548-0900 FAX: (209) 548-0905

PREPARED UNDER THE DIRECTION OF:

NO.	DESCRIPTION	DATE	APPROVAL

OF 17 SHEETS

9

DATE: 10/1/2011

BY: J. J. JONES

SCALE: AS SHOWN

EXHIBIT B

Legal Description of the Project

APN: 062-022-003

LOT 316 and 330 OF THE RIVERBANK IRRIGATED FARMS, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA, ON JANUARY 15, 1913, IN VOLUME 7 OF MAPS, AT PAGE 23.

DRAFT

EXHIBIT C

Consolidated Conditions of Approval

DRAFT

Exhibit C

Consolidated Conditions of approval for Hayes 4, Phase 2, Tentative Map as approved by City Council by Resolution No. 2006-127 on November 27, 2006.

1. This approval is dependent upon and limited to the proposals and plans contained and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
2. The applicant shall secure and comply with all applicable federal, state and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
3. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site, either wind, water or transport, during the construction and operation of the project covered by this approval.
4. Should the project be found, at any time, not to be in compliance with any of the Conditions of Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to be violated.
5. If a final map reflecting these conditions of approval is not approved by the City Council within the time frame as stipulated in the Hayes 4, Phase 2 Development Agreement, this Tentative Map shall lapse and the city applicant shall reapply to the City of Riverbank for a new Map. Applicant may not rely on this approval to begin construction of structures on parcels illustrated on the submitted map until a final map is recorded. Notwithstanding, the Applicant may commence all on and off site work upon issuance of a grading and construction permit. Reapplications for a tentative map shall state the reasons why the applicant was unable to gain approval of a final map and why within two years from the approval of a new tentative map the project is expected to be able to file a final map, if so granted. Reapplications for tentative maps may include information submitted in the initial application by reference. The zoning will not expire, nor will any associated applications (except tentative maps and vacation and abandonment applications), unless otherwise stated in the conditions of approval.
6. A copy of these consolidated conditions must be included in or attached to all contract bid specifications for the approved tentative map.
7. Development of the property must conform to the plans as approved by the Riverbank City Council and on file in the Development Services Department.

8. Although a courtesy reminder is typically mailed to the correspondent (on file) 30 days prior to an applicant's expiration, the applicant is fully responsible for maintaining the correct expiration date of any application.
9. Approval of this application does not constitute approval of any other entitlement or any other necessary permit, license or approval.
10. All conditions imposed on this map must be satisfied.
11. The following shall be noted on the submitted Tentative Subdivision Map:
 - A. All street cross-sections proposed by the map for Central and California Avenues shall include the construction of a half street plus a twelve foot travel lane constructed in accordance with City of Riverbank Standards and Specification. Central and California Ave's are planned as Minor Collectors at 84' of total Right of Way (ROW) per the adopted Riverbank Street Standards. However, due to site constraints City staff has agreed to a 40 foot half street section by reducing the standard three (3) foot bike lane buffer to one (1) foot for both Central and California Aves.
 - B. The Standard park land dedication and improvement obligation for single family developments is 5 acres of park for every 1,000 persons. The park ratio adopted by the City Council in RMC Section 152.037 (D) requires 1 acre of park per 58 dwelling units. Meaning that the proposed 49 residential units in this project has a Parkland dedication requirement of 0.8448 acres. Prior commitments by the City Council on this project have resulted in the granting of a 50% land dedication credit for the park/storm drainage system proposed and 100% land dedication credit for the park area not used for storm drainage purposes. Based on preliminary designs it appears that the proposed park/storm drainage basin (Pocket Park) will be about 0.98 net acres (net of ROW) in size. The dedication of the Pocket park will result in the dedication of 0.7374 net acres of land meaning the project will be required to pay for 0.1074 acres of parkland dedication multiplied by the current appraised value of similar land at the time of Final Map. The Pocket Park improvements might exceed the project obligation. In this case, it would be expected that the developer would be eligible for a reimbursement of over-sizing based on the procedures defined in the RMC Section 150.30. The actual size of the park/storm land dedication will be determined using the final calculations presented with the Final Map.
 - C. All streets shall be planned and constructed with a separated sidewalk with 1 street tree planted for each dwelling unit per standard interior lot and 2 trees for each corner lot indicated on the Tentative Map. The exception being the sidewalks adjacent to the Pocket Park, these streets shall have a monolithic pour against the Pocket park edge. The type of Street trees proposed shall be approved by the City before they are installed.

- D. Note that where finished grades of adjacent lots differ more than two feet, a retaining wall shall be constructed.
- E. Note the City's adopted policy that where there are differing grades, wall and fence height shall be taken from the higher grade.
- F. A centralized mail collection system, which includes a concrete foundation and supporting hardware, shall be installed to the satisfaction of the Riverbank Postmaster.
- G. Note that the map and improvements will be subject to provisions of the Bruinville Master Plan and the 2007 Nolte Master Plans prepared for the area.
- H. Submit elevations for review and approval by the Community Development Director that show the utilization of enhanced roofing material and wainscoting materials for each dwelling unit. Wainscoting shall extend alongside elevations for a minimum of five feet to the sideyard fence. All home designs shall comply with the Riverbank Community Character Element of the General Plan for Residential construction.
- I. Each lot shall be provided with a drainage system that captures run-off from all impervious surfaces and directs the storm water into lateral leach lines on that property. The lateral leach lines shall be located such that excessive flows will be surfaced and flowed across natural turf located in the front yard prior to entering the commonly maintained drainage system.
- J. The drainage system inlets shall provide for passive filtration of storm water.
- K. All drainage facilities shall be offered for irrevocable dedication to the City on the map. The City Engineer is directed to refuse all said facilities until such time that the City, at its sole discretion, determines to accept said facilities.
- L. To qualify for a fifty percent credit of open space, the developer shall be under obligation to prepare landscape and irrigation construction plans which comply with Riverbank's drought tolerant landscape standards and install the open space to the satisfaction of the Community Development Director and the Recreation Director. The property has been annexed to Riverbank CDF 2016-1 which was established to aid in funding the long term maintenance of the park/storm drainage area as well as other City Services.
- M. The applicant shall comply with all criteria stipulated in the executed reimbursement agreement between the City of Riverbank and the Bruinville Development Group for the construction of public potable water well to the satisfaction of the Community Development Director. This includes the obligation to fund the acquisition of the

land associated with Well Site No. 11 located off of Sante Fe Avenue, easterly of Central.

12. Prior to recordation of a Final Subdivision Map, the applicant shall comply with the following conditions:
 - A. Pursuant to Section 66473.1 of the State Subdivision Map Act, the Final Map shall show that all lots within the subdivision have a minimum of 100 square feet of solar access for each future building unit allowed by this subdivision.
 - B. The Final Map shall show the dedication of all onsite drainage easements, including easements for access thereto, and show monumentation for such easements, as required by the Director of the Department of Public Works, or verify that no easements are required.
 - C. Pursuant to Section 66456.1(b) of the State Subdivision Map Act, the Final Map shall include the entire area shown on the Tentative Map and shall not be filed as units or groups of units, unless the City and Applicant concur on a phasing plan for all improvements shown on the tentative map.
 - D. Provide the City Department of Public Works with standard forms approved by the Director of the Community Development Department stating that the applicable agency or agencies have provided commitment to the site for such public facilities that are required for the subdivision.
 - E. Include on the Final Map an "Easement Holder's Certificate" whereby all easement holders having record title interest within the confines of the Final Map consent to the filing of the Final Map. If required, pursuant to Section 66436(3) of the Subdivision Map Act include an "Easement Holder's Statement" on the Final Map indicating those signatures omitted from the map since their interest cannot ripen into a fee. Prepare a "subordination certificate" whereby those easement holders having interest within any future public dedications will subordinate their interest to the public. Each "subordination certificate" to be recorded concurrently with the Final Map and referenced on the Final Map.
 - F. Agree to comply with the final adopted provisions of the Public Facilities Master Plan for financing, timing, and thresholds for improvements in the area.
 - G. This project has annexed into the CFD 2016-1 for the purpose of providing long-term funding for the maintenance of public items including but not limited to: Lighting and Landscaping, Storm Water, Streets and Police Protection.
18. Prior to the issuance of a building permit, the applicant shall comply with the following conditions:

- A. Submit architectural elevations that show garage openings recessed from the front door elevation by a minimum of two feet.
- B. Submit elevations that show the utilization of tile roofing material and wainscoting materials for each dwelling unit. Wainscoting shall extend alongside elevations for a minimum of five feet.
- C. Submit construction plans that show the use of sunscreens and/or tinting on all southern and western exposed windows.
- D. Pay fire service impact fees to the Stanislaus Consolidate Fire District and bring receipt of said payment to the Community Development Department.
- E. Enter into a benefit assessment agreement or annex the properties into the Crossroads Community benefit assessment district with the Stanislaus Consolidated Fire District to the satisfaction of the Fire Marshall.
- F. Protect existing underground electrical facilities adjacent to the proposed development as required by the Pacific Gas and Electric Electrical Engineering Department. Appropriate easements for electric facilities shall be granted as required.
- G. Grant a 10' Public Utility Easement along all existing and proposed street frontages and any other necessary easements to either the Oakdale Irrigation District or other utilities as possible.
- H. Insure that electric service to the proposed project is available to the site. The applicant shall contact the appropriate electrical provider's Engineer Department to arrange for electrical service to the project.
- I. All new construction requires building permits in accordance with all applicable building and fire codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Public Works and Community Development Department.
- J. Drainage studies must be submitted and approved and all improvements must comply with the approved studies. Further, storm water management dedication and/or improvements may be required. Note that drainage shall not be allowed to cross sidewalk areas.
- K. Fire hydrants must be provided in compliance with Fire Department specifications, and a three foot fire hydrant easement is required behind all street frontage lot lines.

- L. All necessary utility easements shall be retained or reserved.
- M. All subsequent plans shall plot dedication and/or the relinquishment of all effected utility easements.
- N. Submit plans and specifications for improvements of all public and private street rights-of-way, water service utilities, wastewater collection, drainage easements, culverts, drainage structures and drainage channels, to the Department of Public Works for approval by the City Engineer.
- O. The exact depth of imported base material shall be based on soil tests which have been approved by the Director of the Department of Public Works.
- P. Sight distance requirements at all street intersections shall conform to the intersectional sight distance criteria of the Public Road Standards of the Department of Public Works and approved by the City Engineer.
- Q. If the improvement plans show a need to excavate in any public road right-of-way, the developer shall place a cash deposit or security bond with the City of Riverbank to ensure that any damage to the existing roadway is repaired in a timely manner.
- R. Construct, or agree to construct the public improvements and private improvements shown on both the improvement plans for the project and the Public Facilities Master Plan for the area as approved by the City.
- S. All new and existing utility distribution facilities, including cable television lines, within the project boundaries shall be placed underground. The developer is responsible for complying with the requirements of this condition, and shall make the necessary arrangements with each of the serving utilities, including licensed cable television operators, for the installment of such utilities.
- T. With respect to any claim, action of proceeding against the City, its officials, employees or agents relating to the action or inaction of the City in reviewing, approving or denying entitlements of any type, the Developer agrees to indemnify, hold harmless and defend the City and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives 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 Project. Developer agrees to indemnify, hold harmless and defend the City and its officers, agents, employees, and representatives from any and all actions for damages caused or alleged to have been caused by Developer's activities in connection with the Project. This

Agreement applies to all damages and claims for damages suffered or alleged to have been suffered arising out of or in connection to any and all Project operations, regardless of whether or not the City prepared, supplied or approved plans or specifications or both for the Project.

- U. In the event any legal action or special proceeding is commenced by any person or entity challenging any agreements between Developer and City, any entitlement or component of the Project such as the Project EIR, or any other City approval for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation. Upon the commencement of Project Litigation, Developer will indemnify and hold harmless the City from all costs and expenses incurred related thereto, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to the City within thirty (30) days of receiving a written request and accounting of such fees and expenses from the City. Notwithstanding the aforementioned, City may request a deposit to cover City's reasonably anticipated Project Litigation fees and costs, and Developer will provide such deposit to City within seven (7) days of any such request.
 - V. Deposit with the Department of Public Works sufficient funds to cover the cost of all plan check and inspection services associated with the improvements.
 - W. Hydrology and hydraulic calculations for determining the storm system design, with water surface profile and adequate field survey cross section data, shall be provided satisfactory to the Director of the Department of Public Works, or verification shall be provided that such calculations are not needed.
 - X. The applicant shall deposit \$500 construction landscape plan review and permit.
 - Y. Make payment or other arrangements to the satisfaction of the Riverbank Unified School District.
 - AA. Make payment or other arrangements for all City of Riverbank System Development Fees including regional storm drainage fees required by the Public Facilities Master Plan.
 - BB. The Public Facilities Master Plan for the area east of Claus Road has been completed to the satisfaction of the City Engineer and adopted by the City Council. The applicant shall implement all provisions of the plan on a fair share basis as determined by the City Engineer.
19. During construction of the project the applicant shall comply with the following conditions:

- A. The project complies with all applicable provisions of the San Joaquin Valley Air Pollution Control District Fugitive Dust rules.
 - B. Erosion control devices are installed and maintained to the satisfaction of the Community Development Director and Department of Public Works.
 - C. Neighboring streets directly adjacent to the site are kept clean of dust, litter and debris.
 - D. Construction traffic shall be limited to access to the site from Claus Road and a temporary driveway shall be constructed. Immediately after entering the site, $\frac{3}{4}$ inch rock shall be provided on the driveway surface twenty feet wide for a distance not less than thirty feet.
 - E. The installation (if required) of all gas, electric, sewer and water lines and any other below surface utilities is to take place before the installation of any concrete curbs, gutter, sidewalks, and the surfacing of the streets.
 - F. The hours of construction, including equipment warm-up, shall be limited to 6:00 a.m. and 6:30 p.m. on weekdays and 8:00 a.m. and 5:00 p.m. on weekends and legal holidays.
 - G. Construction of improvements shall be concurrent with the construction of necessary public facilities identified within the Public Facilities Master Plan for the area.
20. Prior to the issuance of a Certificate of Occupancy for the project, the applicant shall comply with the following conditions:
- A. Submit a letter from the Stanislaus Consolidated Fire District stating its satisfaction with the type and location of fire protection improvements and the minimum required water flow in gallons per minute.
 - B. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable building and fire code requirements for hazardous materials.
 - C. Provide the City Department of Public Works with evidence that any offer of dedication or grant of right-of-way shall be free of all encumbrances or subordinated and free of hazardous and/or toxic materials.
 - D. All building and improvements shown on plans shall be constructed and installed in substantial compliance with the submitted plans as well as in compliance with all applicable City of Riverbank standards and specifications.

- E. All improvements and the timing thereof specified by the adopted Public Facilities Master Plan shall be paid, financed or constructed to the satisfaction of the City Engineer.

EXHIBIT D

Draft System Development Fee Reimbursement Agreement

DRAFT

Exhibit D

DRAFT REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made this ____ day of _____ 2016 (the "Effective Date"), by and between the City of Riverbank, a municipal corporation ("City"), and _____ ("Developer"). City and Developer may each be referred to individually as a "Party" or collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. On April 25, 2005, the City Council adopted Resolution No. 2005-046, approving Tentative Map 07-2004 and related conditions of approval, which set forth the infrastructure obligations and conditions related to the development and build out of approximately 88 residential lots on 18.74 acres.

B. On November 27, 2006, the City Council adopted Resolution No. 2006-127, approving the Phase 1 Vesting Tentative Subdivision Map for Tentative Map 07-2004 (the "Tentative Map" and "Project Area"). The Tentative Map is attached hereto for reference, as **Exhibit A**.

C. On _____, 20__, City adopted Ordinance No ____-____, approving a development agreement between City and Developer (the "Development Agreement"), to extend the life of the Tentative Map, clarify the conditions of approval applicable to the Project Area, establish vested entitlements to construct 49 residential lots in the Project Area, and overall, to promote the logical and orderly development of the Project Area.

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

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

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

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

AGREEMENT

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

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

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

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

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

(a) SDF Fee Credit. Upon issuance of each of the 49 building permits in the Project Area, City shall reduce the SDF fees collected from Developer for each category of SDF fees related to the Improvement to be constructed (the "SDF Fee Credit"), in an amount up to the total SDF reimbursement shown on Exhibit B.

(b) SDF Fee Reimbursement. In some cases, such as the total SDF reimbursement exceeds the SDF Fee Credits available for the Project Area. In such case, after issuance of the 49th building permit in the Project Area, City shall pay the difference between the total SDF reimbursement and the SDF Fee Credits from the appropriate development impact fee fund, if funds are available, after the Improvements have been accepted by City as complete. City shall track and make payments to Developer based on the timing and priority of the request compared to other developers, using the date the City Council issues the 49th building permit as the priority date for reimbursement from City's SDF.

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

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

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

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

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

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

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

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

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

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

Section 7. Limited City Obligation. The obligations arising from this Agreement are neither a debt of City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except for the issuance of SDF Fee Credits, as provided herein. Neither the City's general fund nor any special fund of City, except for the applicable account associated with each SDF category, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of City is not pledged for the payment of any obligation arising from this Agreement. Developer shall not compel the forfeiture of any of City's property to satisfy any obligations arising from this Agreement.

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

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

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

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

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

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

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

And to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814

Attention: Douglas L. White, Esq.

Developer:

With a copy to:

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

Section 13. General Provisions.

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

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

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

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

13.5. *Governing Law; Venue.* This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Stanislaus, State of California.

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

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

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

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

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

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

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

13.13. *Waiver.* The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

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

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

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

CITY:

City of Riverbank, a California municipal corporation

By: _____

Marisela Garcia, Interim City Manager

DEVELOPER:

a [California limited liability company/corporation]

By: _____

Date Signed: _____

Name: _____

Title: _____

Date Signed: _____

APPROVED AS TO FORM:

By: _____
Tom Hallinan, City Attorney

DRAFT

EXHIBIT A

Tentative Map

DRAFT

EXHIBIT B

SDF Fee Reimbursements

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

Category	Fee Credit (per SFR Unit)	Total Reimbursement
PARKLAND* Dedication of a 0.7374 acre Pocket 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: \$ _____
Sewer Trunk Extension in California – 18" sewer line from a point of connection easterly of Claus Road to the eastern most edge of the intersection improvements at the Central and California intersection (This credit will only apply if the Riverbank City Council approves an amendment to the sewer exhibit maps approved with the System Development Fees currently in affect.)	Sewer Improvement Credit: \$ _____	Maximum Improvement Credit: \$ _____

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

EXHIBIT C

Adjusted SDF Fee Schedule

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

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

EXHIBIT E

Draft Subdivision Improvement Agreement

DRAFT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

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

(Space above this line for Recorder's use)

APN: - - -

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE COUNTRYSIDE, FORMERLY KNOWN AS HAYES 4 PHASE 2
SUBDIVISION**

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of Riverbank, a California municipal corporation ("City") and _____, a California _____ ("Subdivider"). City and Subdivider may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement. This Agreement is made with reference to the following:

RECITALS

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

B. On _____, 20__, the City Council approved Tentative Subdivision Map No. _____ for the Subdivision with conditions of approval (the "Tentative Map"), along with [Design Guidelines for the Subdivision, a General Plan Amendment and Zoning Ordinance Amendment]. Resolution No. _____ approving the Tentative Map is attached hereto as **Exhibit A** and incorporated herein by this reference (the "Resolution of Approval").

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

D. Complete improvement plans for the construction, installation, and completion of the improvements ("Improvement Plans") have been prepared by Subdivider and approved by the City of Riverbank Planning and Building Manager or her designee, including but not limited to the City Engineer ("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").

I. On _____, 2016, the City Council adopted Resolution _____, authorizing the City Manager to enter into this Agreement.

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, will be on file in the Development Services Department, and which are to be installed to the sole

satisfaction of the City Engineer. The Improvement Plans may only be modified by the Subdivider subject to prior written approval by the City Engineer.

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 City Engineer 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 City Engineer.

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 Engineer.

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, is [REDACTED] dollars (\$ [REDACTED]).

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 City Engineer. 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 City Engineer, 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.

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

i. *Faithful Performance Security.* Securities to guarantee the faithful performance of this Agreement, in the amount of one hundred percent (100%) of the total estimated cost of the Improvements.

ii. *Payment Security.* Securities to secure the obligations set forth under California Civil Code section 3082, as amended, in the amount of one hundred percent (100%) of the total estimated cost of the Improvements, for payment to the contractor, subcontractor, and to persons renting equipment or furnishing labor or materials to them for the work.

iii. *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.

12. 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 14 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.

13. 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.

14. 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.* The faithful performance security will be released upon acceptance of the Improvements by the City Council.

B. *Payment Security.* The payment security will be released thirty-five (35) days after acceptance of the Improvements by the City Council and recordation of a notice of completion by the City. The amount to be released shall be reduced by the total of all claims on which an action has been filed by any related materialmen, and notice thereof given in writing to the City. The City expressly may require the surety not to release the amount of security deemed necessary by the City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

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

15. 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 City Engineer 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. Concurrently with or before the Effective Date of this Agreement, Subdivider shall pay inspection fees to the City in the amount of 3% of the estimated cost of the Improvements, in this case the amount of [REDACTED] dollars \$[REDACTED], in accordance with Riverbank Municipal Code section 152.075.

16. 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 City Engineer;

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.

17. 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 (49 U.S.C. §§ 1801 *et seq.*); the Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 *et seq.*); the Superfund Amendments and Reauthorization Act (42 U.S.C. §§ 6901 *et seq.*); the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*); the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 *et seq.*); the Surface Mining Control and Reclamation Act (30 U.S.C. §§ 1201 *et seq.*); the Occupational Safety and Health Act (29 U.S.C. §§ 655, 657); the California Underground Storage of Hazardous Substances Act (Health and Safety Code §§ 25280 *et seq.*); the California Hazardous Waste Control Act (Health and Safety Code §§ 25100 *et seq.*); the California Safe Drinking Water and Toxic Enforcement Act (Health and Safety Code §§ 24249.5 *et seq.*); and the Porter-Cologne Water Quality Control Act (Water Code §§ 13000 *et seq.*); together with any amendments of or regulations promulgated under the statutes cited above.

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

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

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

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

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

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

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

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

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

18. 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.

19. 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.

20. 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.

21. Indemnity/Hold Harmless.

A. The City and City Agents shall not be liable and Subdivider 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 Subdivider or Subdivider'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.

22. 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.

23. 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.

24. 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: Jill Anderson, City Manager

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

If to Subdivider: _____

and _____

25. General Provisions:

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

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

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

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

E. *Waiver.* The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

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

G. *Integration.* This Agreement, together with its specific references, attachments and Exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties with respect to the subject matter of this Agreement. Neither Party shall be liable for any representations made, express or implied, not specifically set forth herein. It is the intention of the Parties that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

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

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

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

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

L. *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such

other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

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

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

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

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

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

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

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

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

[Signatures on following page]

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

SUBDIVIDER:

_____, a California _____

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF RIVERBANK, a California
municipal corporation:

By: _____

_____, City Manager

Date: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

Tom Hallinan, City Attorney

California All-Purpose Acknowledgment

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

State of California)
)
County of _____)

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 A

Tentative Map Resolution of Approval

EXHIBIT F

Concept Pocket Park Plan

DRAFT

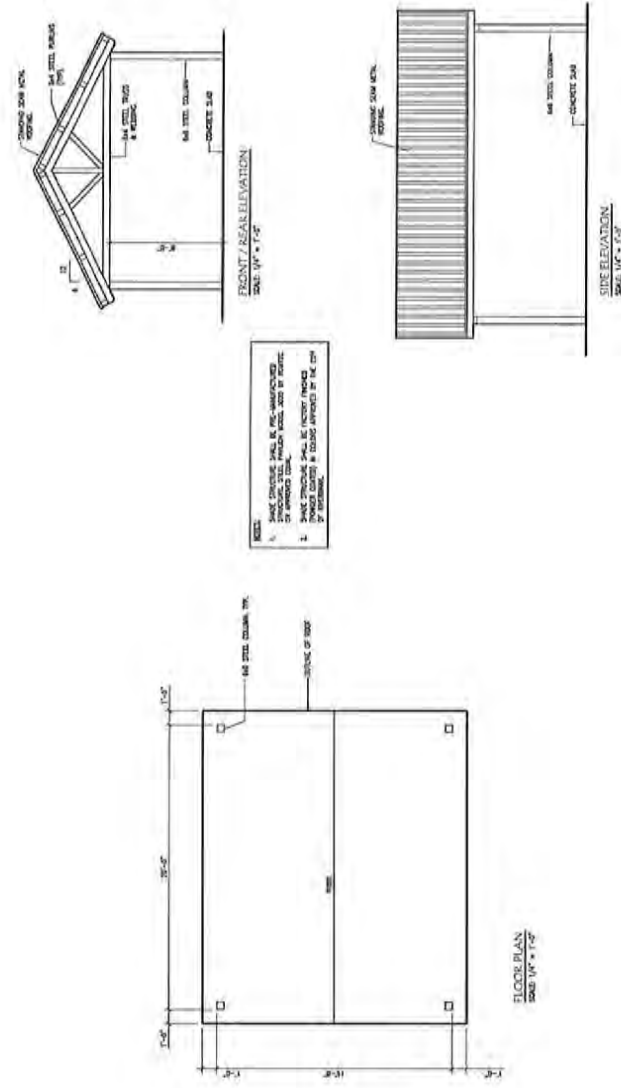
skw associates
architecture • engineering • surveying
225 south line avenue • suite 4 • mckeesport, pa 15106-0000
412-261-2200 fax 412-261-2201
www.skwa.com



PRELIMINARY SHADE STRUCTURE FLOOR PLAN & ELEVATIONS :

NEIGHBORHOOD PARK – HAYES IV, PHASE II

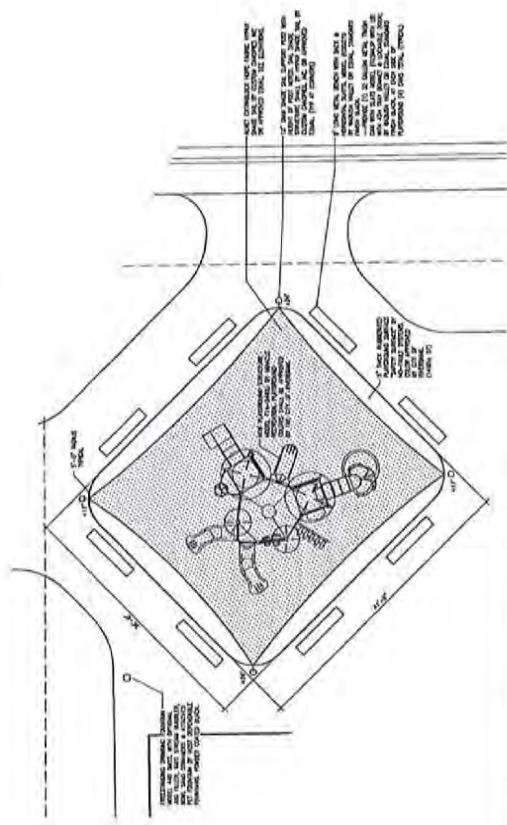
CENTRAL AVENUE
RIVERBANK, CALIFORNIA



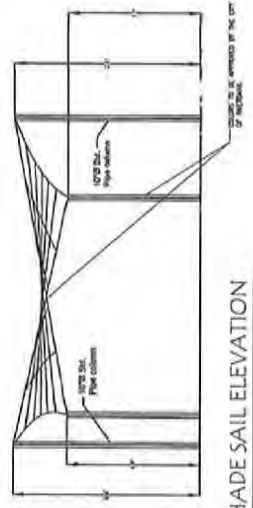


DESIGN TO BE APPROVED BY THE CITY OF RIVERSIDE

PLAYGROUND ELEVATION
4/15



ENLARGED PLAYGROUND PLAN
SCALE: 1/8" = 1'-0"



SHADE SAIL ELEVATION
4/15



DESIGN TO BE APPROVED BY THE CITY OF RIVERSIDE

TYPICAL TRASH RECEPTACLE
4/15



DESIGN TO BE APPROVED BY THE CITY OF RIVERSIDE

TYPICAL BENCH
4/15



DESIGN TO BE APPROVED BY THE CITY OF RIVERSIDE

TYPICAL PICNIC TABLE
4/15



DESIGN TO BE APPROVED BY THE CITY OF RIVERSIDE

DRINKING FOUNTAIN
4/15

PRELIMINARY PLAYGROUND PLAN & PLAYGROUND SHADE STRUCTURE ELEVATIONS.
NEIGHBORHOOD PARK - HAYES IV, PHASE II
 CENTRAL AVENUE
 RIVERBANK, CALIFORNIA

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)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.2

SECTION 5: PUBLIC HEARING

Meeting Date: February 14, 2017

Subject/ Title: The First Reading and Introduction of a Proposed **Ordinance** Amending Title IX: General Regulations, Chapter 92.30: Smoking Restrictions; Chapter 94.07: Acts Prohibited; and Chapter 94.11: Skate Park Facility, by Repealing these Chapters in their Entirety and Substituting them with New Chapter 92.30: Smoking Restrictions; Chapter 94.07: Acts Prohibited; and Chapter 94.11: Skate Park Facility, to the Riverbank Municipal Code of Ordinances

From: Sean Scully, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council conduct the public hearing for the first reading and introduction by title only of the proposed ordinance to consider its approval as presented, which will initiate the scheduling of the ordinance for its second reading by title only on February 28, 2017, to consider its adoption.

SUMMARY

Every citizen has the right to choose whether to smoke tobacco or marijuana and it is not the intention of the city to interfere with such freedom of choice. Further, every citizen who chooses not to smoke has the right to be free from offensive tobacco or marijuana smoke and to be free from the health hazards of smoking when employed by the city and conducting business with the city. The proposed changes to the Municipal Code prohibit the smoking of marijuana where tobacco smoking is prohibited.

BACKGROUND

State legislation over the past 20 years has brought medical marijuana and recreational marijuana into the mainstream. This legislation includes the following bills and propositions that were discussed at the regular Council meeting of November 8, 2016:

1. Proposition 215: Compassionate Use Act of 1996
2. Senate Bill 420: Medical Marijuana Program (2003)
3. Assembly Bill 243: Medical Marijuana Regulation and Safety Act (2015)

4. Proposition 64: Control, Regulate and Tax Adult Use of Marijuana Act (2016)

During the regular City Council meeting of November 8, 2016, Council expressed concern about it being smoked in public places and staff was directed to bring an ordinance amendment to them at a future meeting that would prohibit the smoking of marijuana in the same locations in the City that smoking tobacco is currently prohibited.

The following Riverbank Municipal Code sections were reviewed and potential changes identified to address Council direction. Recommended amendments are shown below in redline with the full code sections in Attachment 2.

§92.30 SMOKING RESTRICTIONS IN CITY OWNED BUILDINGS

(A) *Purpose.* Every citizen has the right to choose for himself or herself whether to smoke tobacco or marijuana and it is not the intention of the city to interfere with such freedom of choice. Further, every citizen who chooses to not smoke has the right to be free from offensive tobacco or marijuana smoke and to be free from the health hazard of tobacco or marijuana smoke when employed by the city or conducting business with the city in specified areas. ('67 Code, §4-8-2)

(B) *Definition.* SMOKE or SMOKING. As used in this section means the carrying, holding, possession or smoking of a lighted pipe, cigar, cigarette, joint or the lighting of a pipe, cigar, ~~or~~ cigarette or joint. ('67 Code, §4-8-2)

(C) *Areas subject to nonsmoking regulations.* Areas subject to nonsmoking regulation are:

- (1) All city offices and conference rooms, ~~occupied by one or more persons who object to cigarette smoke.~~
- (2) Elevators which are generally used by and open to the public.
- (3) Council Chambers of the City Hall.
- (4) Public waiting rooms, hallways and lobbies except those which may be specifically designated as smoking areas.
- (5) Riverbank Community Center, Riverbank Teen Center, Del Rio Plaza, Riverbank Sports Complex, and Riverbank Pool. ('67 Code, §4-8-3)

§94.07 ACTS PROHIBITED

It is unlawful for any person to do any of the following:

- (A) To drive or operate any motor vehicle in any park at a speed in excess of 15 miles per hour.
- (B) To commit in riotous, boisterous, threatening, or indecent conduct or language or to otherwise make noises in such a manner as to disturb any picnic, meeting, sporting event, or reasonable person.
- (C) To disturb or interfere with any employee of the city or designee acting within the scope of his or her employment, or to disturb or interfere with any spectator or participant in any event or activity conducted in any city park, or to enter any park for the purpose of committing any such disturbance or interference.
- (D) To smoke tobacco or marijuana in any city park area designated as a tobacco free zone.

§94.11 SKATE PARK FACILITY. (Ord. 2003-004)

- (A) It is unlawful for any person to use or operate a skateboard, inline skates, or similar device on or in a public skate park facility located within the city, unless that person is, at all times, wearing properly fitted and fastened protective devices consisting of a helmet, knee pads, wrist guards, and elbow pads, which are commercially manufactured and designed specifically for the designated activity. The only coasting devices permitted within a public skate park facility are skateboards, roller skates, and inline skates. Bicycles, coasters, scooters, or other rolling or wheeled devices are strictly prohibited.
- (B) It shall be unlawful to use or possess tobacco or marijuana products of any kind, including but not limited to, chewing tobacco, cigars, cigarettes, joints, pipes, and smoking vapor devices in or upon any city skate park facility or within 50 feet of the exterior boundaries of such facilities and to discard lighted or unlighted cigars, cigarettes, joints, pipes, or smoking vapor devices, in said areas.

GENERAL PLAN

Any ordinance concerning smoking in public places should be consistent with the following guiding principle of the General Plan:

“Our City should be safe and healthy for all our residents.”

ENVIRONMENTAL DETERMINATION

The Ordinance regarding smoking restrictions is not a project within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in a physical change in the environment, directly or ultimately. Therefore, no CEQA analysis of the ordinance is required.

FINANCIAL IMPACT

None.

STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next three years. While the proposed action to update smoking restriction locations is not a specific objective, it is consistent with the established General Plan goal to Enhance Public Safety as part of the City's Vision "To be recognized as a premier community where individuals, families and businesses thrive in a safe and beautiful environment."

ATTACHMENTS

1. Proposed City Council Ordinance No. 2017-XXX
2. Attachment 2 Proposed Ordinance Amendments Section

CITY OF RIVERBANK

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING TITLE IX: GENERAL REGULATIONS, CHAPTER 92.30: SMOKING RESTRICTIONS; CHAPTER 94.07: ACTS PROHIBITED; AND CHAPTER 94.11: SKATE PARK FACILITY, BY REPEALING THESE CHAPTERS IN THEIR ENTIRETY AND SUBSTITUTING THEM WITH NEW CHAPTER 92.30: SMOKING RESTRICTIONS; CHAPTER 94.07: ACTS PROHIBITED; AND CHAPTER 94.11: SKATE PARK FACILITY, TO THE RIVERBANK MUNICIPAL CODE OF ORDINANCES.

WHEREAS, every citizen has the right to choose whether to smoke tobacco or marijuana and it is not the intention of the city to interfere with such freedom of choice; and

WHEREAS, every citizen who chooses not to smoke has the right to be free from offensive tobacco or marijuana smoke and to be free from the health hazards of smoking when employed by the city and conducting business with the city; and

WHEREAS, State propositions and bills over the past 20 years have brought medical marijuana and recreational marijuana into the mainstream including:

1. Proposition 215: Compassionate Use Act of 1996
2. Senate Bill 420: Medical Marijuana Program (2003)
3. Assembly Bill 243: Medical Marijuana Regulation and Safety Act (2015)
4. Proposition 64: Control, Regulate and Tax Adult Use of Marijuana Act (2016); and

WHEREAS, the City of Riverbank believes that it is in the best interest of public health, safety, and the general welfare for its City Code to reflect the most recent State legislation requirements, including Proposition 64's prohibition of smoking marijuana in public places.

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

SECTION 1. Title IX: General Regulations, Chapter 92.30: Smoking Restrictions is repealed in its entirety and shall be amended to read as follows:

§92.30 SMOKING RESTRICTIONS IN CITY OWNED BUILDINGS

- (A) *Purpose.* Every citizen has the right to choose for himself or herself whether to smoke tobacco or marijuana and it is not the intention of the city to interfere with such freedom of choice. Further, every citizen who chooses to not smoke has the right to be free from

offensive tobacco or marijuana smoke and to be free from the health hazard of tobacco or marijuana smoke when employed by the city or conducting business with the city in specified areas. ('67 Code, §4-8-2)

(B) *Definition.* SMOKE or SMOKING. As used in this section means the carrying, holding, possession or smoking of a lighted pipe, cigar, cigarette, joint or the lighting of a pipe, cigar, cigarette or joint. ('67 Code, §4-8-2)

(C) *Areas subject to nonsmoking regulations.* Areas subject to nonsmoking regulation are:

- (1) All city offices and conference rooms.
- (2) Elevators which are generally used by and open to the public.
- (3) Council Chambers of the City Hall.
- (4) Public waiting rooms, hallways and lobbies except those which may be specifically designated as smoking areas.
- (5) Riverbank Community Center, Riverbank Teen Center, and Riverbank Pool. ('67 Code, §4-8-3)

(D) *Duty to post signs or notices.* Appropriate "No Smoking" signs shall be conspicuously posted in each area of those city buildings where smoking is prohibited by this chapter. The city official in charge of the building in which areas have been closed to smoking shall ensure that signs are posted and remain posted advising city employees and the public of designated nonsmoking areas. ('67 Code, §4-8-4)

(E) *Enforcement.* The City official in charge of the building in which areas have been closed to smoking shall make a report to the City Council in the event voluntary compliance by members of the public becomes ineffective. ('67 Code, §4-8-5) (Ord. 91-04, passed 3-11-91)

Statutory reference: State smoking regulations generally, see Cal. Health and Safety Code 118875 et seq.

SECTION 2. Chapter 94.07: Acts Prohibited is repealed in its entirety and shall be amended to read as follows:

§94.07 ACTS PROHIBITED

It is unlawful for any person to do any of the following:

- (A) To drive or operate any motor vehicle in any park at a speed in excess of 15 miles per hour.
- (B) To commit in riotous, boisterous, threatening, or indecent conduct or language or to otherwise make noises in such a manner as to disturb any picnic, meeting, sporting event, or reasonable person.
- (C) To disturb or interfere with any employee of the city or designee acting within the scope of his or her employment, or to disturb or interfere with any spectator or participant in any event or activity conducted in any city park, or to enter any park for the purpose of committing any such disturbance or interference.
- (D) To smoke tobacco or marijuana in any city park area designated as a tobacco free zone.
- (E) To consume alcoholic beverages within any city park or within 15 feet of an abutting edge of any city park or parking lot of any city park.
- (F) To enter or remain in a park while under the influence of intoxicating liquor or any drug.
- (G) To litter, soil, or defile restrooms. No person over the age of six years shall use restrooms designated for the opposite sex.
- (H) To move or remove from one location to another any equipment used for park maintenance or to tamper with any park equipment.
- (I) To climb onto any building or structure in a park not designated for such activity.
- (J) To offer any article of food or drink for sale; or station or place any stand, cart or vehicle for the transportation, sale or display of any such article of food or drink in the park or on public property adjacent to such park without a permit issued by the Director of Parks and Recreation.
- (K) To fail to obey all posted signs regulating park use.
- (L) To fail to obey the lawful order of any peace officer, or city employee or other individual authorized to enforce the rules and regulations as set forth herein.
- (M) To fail to obey all traffic regulations concerning the use of vehicles or caution, stopping, parking and all other signs posted for control or to safeguard life and property.
- (N) To park a vehicle in a park in any place other than an established or designated parking area or use a parking area in a manner not in accordance with the posted directions or the instructions of a designated city representative or peace officer who may be present.
- (O) To deface or vandalize city property or the property of others within a park.
- (P) To dig or otherwise disturb any park area or in any way injure or impair the natural beauty or usefulness of any park area.
- (Q) To violate any provision of Chapter 91, Animal Control, of the code or this chapter within a city park.

(`67 Code, § 3-11-7) (Ord. 99-02, passed 3-8-99; Am. Ord. 2003-015, passed 11-24-03; Am. Ord. 2009-009, passed 10-12-09; Am. Ord. 2015-011, passed 6-23-15) Penalty, see § [94.99](#)

SECTION 3. Chapter 94.11: Skate Park Facility is repealed in its entirety and shall be amended to read as follows:

§94.11 SKATE PARK FACILITY.

- (A) It is unlawful for any person to use or operate a skateboard, inline skates, or similar device on or in a public skate park facility located within the city, unless that person is, at all times, wearing properly fitted and fastened protective devices consisting of a helmet, knee pads, wrist guards, and elbow pads, which are commercially manufactured and designed specifically for the designated activity. The only coasting devices permitted within a public skate park facility are skateboards, roller skates, and inline skates. Bicycles, coasters, scooters, or other rolling or wheeled devices are strictly prohibited.
- (B) It shall be unlawful to use or possess tobacco or marijuana products of any kind, including but not limited to, chewing tobacco, cigars, cigarettes, joints, pipes, and smoking vapor devices in or upon any city skate park facility or within 50 feet of the exterior boundaries of such facilities and to discard lighted or unlighted cigars, cigarettes, joints, pipes, or smoking vapor devices, in said areas.
- (C) Alcohol and other controlled substances are prohibited anywhere within 50 feet of the skate park.
- (D) No person under the age of 12 years of age will use the skate park without the supervision of a parent or legal guardian.
- (E) Any person violating any of the provisions of this section is guilty of an infraction punishable in accordance with the provisions of the Riverbank Municipal Code.
- (F) The parent or legal guardian having control or custody of an un-emancipated minor whose conduct violates this section shall be jointly and severally liable with the minor for any fines imposed pursuant to this section. (Ord. 2003-004, passed 4-14-03; Am. Ord. 2015-011, passed 6-23-15)

SECTION 4. 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.

SECTION 5. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. This Ordinance shall become effective thirty (30) days after its final passage and adoption (____) provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on February 14, 2017. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 28th day of February, 2017; motioned by Councilmember _____, seconded by Councilmember _____, moved said ordinance by a City Council roll call vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

Riverbank – General Regulations

SMOKING RESTRICTIONS

§92.30 SMOKING RESTRICTIONS IN CITY OWNED BUILDINGS

- (A) *Purpose.* Every citizen has the right to choose for himself or herself whether to smoke tobacco or marijuana and it is not the intention of the city to interfere with such freedom of choice. Further, every citizen who chooses to not smoke has the right to be free from offensive tobacco or marijuana smoke and to be free from the health hazard of tobacco or marijuana smoke when employed by the city or conducting business with the city in specified areas. ('67 Code, §4-8-2)
- (B) *Definition.* SMOKE or SMOKING. As used in this section means the carrying, holding, possession or smoking of a lighted pipe, cigar, cigarette, joint or the lighting of a pipe, cigar, cigarette or joint. ('67 Code, §4-8-2)
- (C) *Areas subject to nonsmoking regulations.* Areas subject to nonsmoking regulation are:
- (1) All city offices and conference rooms.
 - (2) Elevators which are generally used by and open to the public.
 - (3) Council Chambers of the City Hall.
 - (4) Public waiting rooms, hallways and lobbies except those which may be specifically designated as smoking areas.
 - (5) Riverbank Community Center, Riverbank Teen Center, and Riverbank Pool. ('67 Code, §4-8-3)
- (D) *Duty to post signs or notices.* Appropriate “No Smoking” signs shall be conspicuously posted in each area of those city buildings where smoking is prohibited by this chapter. The city official in charge of the building in which areas have been closed to smoking shall ensure that signs are posted and remain posted advising city employees and the public of designated nonsmoking areas. ('67 Code, §4-8-4)
- (E) *Enforcement.* The City official in charge of the building in which areas have been closed to smoking shall make a report to the City Council in the event voluntary compliance by members of the public becomes ineffective. ('67 Code, §4-8-5) (Ord. 91-04, passed 3-11-91)

Statutory reference: State smoking regulations generally, see Cal. Health and Safety Code 118875 et seq.

Riverbank – General Regulations

PARK REGULATIONS

§94.07 ACTS PROHIBITED

It is unlawful for any person to do any of the following:

- (A) To drive or operate any motor vehicle in any park at a speed in excess of 15 miles per hour.
- (B) To commit in riotous, boisterous, threatening, or indecent conduct or language or to otherwise make noises in such a manner as to disturb any picnic, meeting, sporting event, or reasonable person.
- (C) To disturb or interfere with any employee of the city or designee acting within the scope of his or her employment, or to disturb or interfere with any spectator or participant in any event or activity conducted in any city park, or to enter any park for the purpose of committing any such disturbance or interference.
- (D) To smoke tobacco or marijuana in any city park area designated as a tobacco free zone.
- (E) To consume alcoholic beverages within any city park or within 15 feet of an abutting edge of any city park or parking lot of any city park.
- (F) To enter or remain in a park while under the influence of intoxicating liquor or any drug.
- (G) To litter, soil, or defile restrooms. No person over the age of six years shall use restrooms designated for the opposite sex.
- (H) To move or remove from one location to another any equipment used for park maintenance or to tamper with any park equipment.
- (I) To climb onto any building or structure in a park not designated for such activity.
- (J) To offer any article of food or drink for sale; or station or place any stand, cart or vehicle for the transportation, sale or display of any such article of food or drink in the park or on public property adjacent to such park without a permit issued by the Director of Parks and Recreation.
- (K) To fail to obey all posted signs regulating park use.
- (L) To fail to obey the lawful order of any peace officer, or city employee or other individual authorized to enforce the rules and regulations as set forth herein.
- (M) To fail to obey all traffic regulations concerning the use of vehicles or caution, stopping, parking and all other signs posted for control or to safeguard life and property.
- (N) To park a vehicle in a park in any place other than an established or designated parking area or use a parking area in a manner not in accordance with the posted directions or the instructions of a designated city representative or peace officer who may be present.
- (O) To deface or vandalize city property or the property of others within a park.
- (P) To dig or otherwise disturb any park area or in any way injure or impair the natural beauty or usefulness of any park area.

(Q) To violate any provision of Chapter 91, Animal Control, of the code or this chapter within a city park.

(`67 Code, § 3-11-7) (Ord. 99-02, passed 3-8-99; Am. Ord. 2003-015, passed 11-24-03; Am. Ord. 2009-009, passed 10-12-09; Am. Ord. 2015-011, passed 6-23-15) Penalty, see § [94.99](#)

Riverbank - General Regulations

PARK REGULATIONS

§94.11 SKATE PARK FACILITY.

- (A) It is unlawful for any person to use or operate a skateboard, inline skates, or similar device on or in a public skate park facility located within the city, unless that person is, at all times, wearing properly fitted and fastened protective devices consisting of a helmet, knee pads, wrist guards, and elbow pads, which are commercially manufactured and designed specifically for the designated activity. The only coasting devices permitted within a public skate park facility are skateboards, roller skates, and inline skates. Bicycles, coasters, scooters, or other rolling or wheeled devices are strictly prohibited.
- (B) It shall be unlawful to use or possess tobacco or marijuana products of any kind, including but not limited to, chewing tobacco, cigars, cigarettes, joints, pipes, and smoking vapor devices in or upon any city skate park facility or within 50 feet of the exterior boundaries of such facilities and to discard lighted or unlighted cigars, cigarettes, joints, pipes, or smoking vapor devices, in said areas.
- (C) Alcohol and other controlled substances are prohibited anywhere within 50 feet of the skate park.
- (D) No person under the age of 12 years of age will use the skate park without the supervision of a parent or legal guardian.
- (E) Any person violating any of the provisions of this section is guilty of an infraction punishable in accordance with the provisions of the Riverbank Municipal Code.
- (F) The parent or legal guardian having control or custody of an un-emancipated minor whose conduct violates this section shall be jointly and severally liable with the minor for any fines imposed pursuant to this section. (Ord. 2003-004, passed 4-14-03; Am. Ord. 2015-011, passed 6-23-15)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.3

SECTION 5: PUBLIC HEARING

Meeting Date:	February 14, 2017
Subject:	Review the Jacob Myers Park Management Plan and Continue the Public Hearing, or Adopt the Proposed Resolution of the City Council to Approve and Establish Fees for Jacob Myers Park, or Cancel the Public Hearing
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation Annabelle Aguilar, CMC, City Clerk/Sr. Management Analyst

RECOMMENDATION

It is recommended that the City Council:

1. Review the Jacob Myers Park Management Plan and provide direction as deemed necessary; and
2. Open the public hearing, receive comments, close the public hearing, and if so determined by the City Council:
 - a. Continue the public hearing to a future date and provide direction to staff, or
 - b. Adopt the proposed resolution as presented, or
 - c. Cancel the public hearing and continue with current operations as they are.

SUMMARY:

The Management Plan at Jacob Myers Park (JMP) was approved in March, 2011, particularly addressing the needed increased park services on the weekends and holidays during the busiest months of May through September, in order to provide a safe and enjoyable park environment. City staff and the Community continue to work on improving and expanding Jacob Myers Park. As a result, JMP continues to be one of the most beautiful, family-oriented, and well attended parks in the region.

The success of this park stems from a variety of efforts such as the volunteer park hosts who are at the park on a year-around basis providing assistance, the additional park aides who assist with park maintenance, the Friends of Jacob Myers Park group who provides a variety of support to the maintenance and improvement of the park, and the number of grants obtained by City staff for special park projects or park amenities.

Overall, the City has succeeded in transforming and maintaining JMP as a family oriented, safe, and beautiful park. Therefore, it essential that the JMP Management Plan periodically be reviewed to discuss and consider matters of concern or improvement, and their resolution to maintain what has been created.

Current Park Challenges

The large number of patrons attending the park on weekends and holidays during the months of May through September has been increasing each summer for the past three years. There were over 21,000 people who visited Jacob Myers Park this past summer. As a result, the increase in use of the park is causing challenges that need to be addressed.

- ***Busy Season began in April.*** Increased park services are usually scheduled to begin by May to handle the busy weekends and holidays through September. Last summer, the park began its busy season by April, catching staff off guard. The front parking lot was full to capacity, often during the weekdays, when park services are not available. The park was full to capacity nearly every weekend in June and July. There was more consumption of alcohol within the park, and the residents in the homes near the park entrance began charging for parking, creating safety hazards.
 - o Solution: It is recommended that the parking fee and other services to handle the busiest time of the year begin by April; a month earlier than usual, and that we expand to charging the parking fee on Fridays, Saturdays, Sundays and Holidays. This would be in effect from April 1, 2017 through September 30, 2017.
- ***Garbage Increased.*** The increase of park patrons has increased the amount of garbage that requires trash cans to be emptied more often, additional litter to be picked up, and supplies such as paper towels and toilet paper to be replenished more often.
 - o Solution: It is recommended that there be an increase of temporary staff and increase of supplies.
- ***Restroom Capacity.*** The increase of park patrons has increased the demand on the use of the park restrooms, creating longer lines and requiring constant attention to ensure they remain clean and functional.
 - o Solution: Additional restrooms were added by the use of portable restrooms, which added a new cost.
- ***Feeding of Feral Cats.*** The City Council gave broad direction in November, 2010, for the restriction of feeding, dumping of cats, and population control of feral cats in the park. The feeding area has gone from one location to at least three locations where additional colonies now exist. Some of the people who

feed the cats drive off the road, damaging park land, and also dump and leave full bags of cat food. Plates and other litter are also left behind requiring City staff to clean up the trash.

- o Solution: In June, 2015, Ordinance No. 2015-011 was passed providing enforcement authority to the Director of Parks and Recreation or designee to regulate the activities in the park areas, when necessary, to prevent congestion, secure the safety and health of patrons, and to secure maximum use of the park facilities for the comfort and convenience of all.

The ultimate goal of creating and maintaining a pleasant park atmosphere for all, the Director will develop standards for activities, as deemed necessary, which may include the collaboration with groups of interest, to appropriately manage the feeding and population of feral cats in JMP. Signage will be posted to inform the public of the enforcement authority and the potential penalties that may apply for failure to comply.

- **Parking Issues.** The front parking lot reaches capacity at times as early as 10:00 a.m. The store and property owners located at the entrance of the park began to charge a \$5.00 parking fee and as a result, created a hazardous situation for people walking into the park in very large numbers. The visibility to enter and exit the park was also compromised. When staff attempted to close the park due to reaching capacity, people began to walk down the embankment and storm through the entrance regardless of staff or private security's direction to not enter. Some of people were attempting to join their families which was understandably frustrating. Although attempts have been made to utilize the Sheriff's Dept., it is can be an all-day, or daily occurring problem, which is not the most feasible use of Law Enforcement's time. They have suggested that an entrance fence be installed to assist with capacity control.

- o Solution: The City and the Friends of Jacob Myers Park expanded the parking lot at the back section of the park. This area is open when the front parking lot is full. The opening of the back lot requires increased staff and security to direct vehicles to remain on the access road and to monitor the safety of pedestrians on trail walk. The City has a design for the trail entrance that will solve this problem once funding is secured. San Joaquin County has notified the home owners and store owner ordering them to stop charging for parking. The San Joaquin Public Works Department will stripe the area above the park entrance and label it as a no parking area. This should assist with the visibility problems. We have been informed that this will occur in March or April. If these solutions are effective a great deal of our capacity issues will be solved to an acceptable extent. If not, the solution would need to be the installation of a fence at the entrance of the park.
- o Handling capacity issues requires additional staff and security. All Army Corp parks now charge a parking fee of \$7.00 per day, year around, in order to provide these services. It is suggested that the parking fee at

Jacob Myers Park be raised to \$7.00 on Fridays, Saturdays, Sundays and Holidays from April 1st through September 30th to provide the resources needed to manage the park.

- **Professional Photographers.** Many photographers (over 20) are now using the park as their studio and some are advertising on Facebook. Some are scheduling photo shoots and bringing in props. Couches and other large props have been left for staff to haul away and damage has been done to our fencing at the Bicentennial Grove and our new Wedding Gazebo. Some of the more aggressive photographers do not observe parking regulations or park hours.
 - o Solution: It is recommended that an annual permit be issued to professional photographers for a \$100 fee and a Riverbank Business License be required. Rules and regulations will be reviewed as to not allow props or damage to park amenities. A \$100 reservation fee would be required for the Bicentennial Grove area or the Wedding Gazebo. All other areas of the park would be approved to be used as desired.

FINANCIAL IMPACT:

The Financial Impact of increasing the parking fee to \$7.00 will be positive effort to allow for the continued high quality of park maintenance, repairs, safe tree cuts and overall park oversight.

A scholarship fund will be maintained for Riverbank Residents who meet the criteria. A season pass will be available for \$50 as well.

Each year we cover operating costs and a portion of the safe tree cuts, maintenance and repairs. The revenues include not only the parking fee but citation fees and reservation fees. The Total revenue for this past summer was \$48,670 with expenses at \$44,440.

The balance carried over from 2015 was \$6,712 and in 2016 it was \$4,230. Our total funds available in the Jacob Myers Park account is \$10,942. These funds are planned to be spent on safe tree cuts and equipment replacement, which will most likely not leave funding for the increased costs of securing and maintaining the park.

We are facing challenges of needing additional temporary staff, and covering increased costs of the minimum wage, equipment and supplies, extra portable restrooms, and private security personnel.

ATTACHMENTS:

- 1) Resolution For Fee Approval

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO APPROVE AND ESTABLISH FEES FOR JACOB MYERS PARK

WHEREAS, it is necessary in accordance with the Riverbank Municipal Code to establish fees for City Government programs, services, and facilities in order to adequately provide for their financial support; and

WHEREAS, Jacob Myers Park is a 55-acre City Park located along the Stanislaus River that requires substantial maintenance, security, and oversight due to its size and its use by a large number of Park visitors; and

WHEREAS, fees are established to provide adequate maintenance, security, and repairs to the park ensuring the health and safety of the park and its patrons.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve and establish the following fees for Jacob Myers Park, effective April 1, 2017:

1. A \$7.00 per vehicle parking fee will be charged on Fridays, Saturdays, Sundays, and Holidays for the seasonal months of April through September.
2. A \$100.00 annual fee will be required for a Professional Photographer permit.
3. Photographer's Park Area Use: A \$100.00 wedding gazebo reservation fee, plus \$100.00 refundable deposit fee, and/or a \$100.00 Bicentennial Grove Area reservation fee, plus a \$100.00 refundable deposit fee, will be required for their use.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of February, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: February 14, 2017

Subject: A **Resolution** of the City Council Adopting the 2016 and 2015 Annual General Plan Progress Reports As Well As the 2015 and 2016 Annual Progress Reports of the General Plan Housing Element

From: Sean Scully, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution to approve the City's 2016 and 2015 General Plan and Housing Element Annual Progress Reports (APR) and authorize Staff to submit said reports to the California Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD).

SUMMARY

Section 65400(a)(2) of the Government Code requires each jurisdiction to prepare and submit an annual progress report on its General Plan by April 1 of each year. The annual report is required to contain the following: status of the City's General Plan and progress in its implementation, progress in meeting the City's regional housing need, and any actions taken by the City toward completion of Programs identified in the City's Housing Element.

This report is required to be reviewed and considered by the City's legislative body (City Council), and subsequently submitted to the California Office of Planning and Research, and the California Department of Housing and Community Development. The annual report does not require approval by these State Agencies.

The 2015 and 2016 General Plan and Housing Element APR are attached to this Staff Report as Attachments B and C. The purpose of both documents is to:

- 1) Remain compliant with Government Code Section 65400(a)(2) and Housing Element Law;

- 2) To update City Council on housing development and implementation of general plan programs, including the Housing Element; and
- 3) Ensure eligibility for State grant funding, such as the Housing-Related Parks Program.

For the City to be eligible for State funding for a variety of Housing and Parks Grants, the State typically requires the City's Housing Element to be in compliance with State Housing Law (certified) and for the City to make Annual Progress Reports OPR and HCD annually (by April 1 of each year). The City's 2014-2023 Housing Element was adopted in February, 2016 and received State certification in December, 2015. The proposed Annual Progress Reports ensure that the City will remain up-to-date in regards to the requirements imposed by future grant opportunities.

Grants that the City might pursue include:

- **Housing-Related Parks Program** – creation of new park and recreation facilities or improvement of existing park and recreation facilities. Approximately \$35 million is available for the 2016 funding round.
- **Home Investment Partnership Program** – Provide decent and affordable housing, particularly for low- and very low-income households. Approximately \$26 million in federal funds for the HOME Program.

A variety of other grant programs intended to improve communities, provide access to housing and rental/mortgage relief is available for the City to pursue.

PLANNING COMMISSION ACTION

The Planning Commission has been made aware of the 2016 and 2015 General Plan and Housing Element Annual Progress Report. An administrative report will be presented to the Planning Commission in March, 2017.

ENVIRONMENTAL DETERMINATION

Not applicable.

FINANCIAL IMPACT

A contract for \$1,883.00 was awarded to J.B. Anderson Land Use Planning to prepare the 2015 and 2016 General Plan and Housing Element Annual Progress Reports.

STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next three years. The proposed Resolution

adopting the City's 2016 General Plan Annual Progress Report is not part of these goals.

ATTACHMENTS

1. Proposed Resolution
2. City of Riverbank 2015 General Plan Annual Progress Report, dated February, 2017
3. City of Riverbank 2016 Housing Element Annual Progress Report, dated February, 2017

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ADOPTING THE 2016 AND 2015 ANNUAL GENERAL PLAN
PROGRESS REPORTS AS WELL AS THE 2015 AND 2016 ANNUAL PROGRESS
REPORTS OF THE GENERAL PLAN HOUSING ELEMENT**

WHEREAS, the City of Riverbank is required by Government Code Section 65400 to provide an Annual Progress Report on the General Plan for the preceding year; and

WHEREAS, the Annual General Plan Progress Report must be transmitted to the City Council, the California Office of Planning and Research, and the California Department of Housing and Community Development; and

WHEREAS, the Annual General Plan Progress Report must include all of the following: a) the status of the General Plan and progress in its implementation, b) the progress in meeting its share of the regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing, the degree which its approved General Plan complies with the guidelines adopted pursuant to Section 65040.2 as well as the date of the last revision to the General Plan; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby adopts the City's 2016 and 2015 Annual General Plan Progress Reports and 2015 and 2016 Housing Element Annual Progress Reports and authorizes Staff to submit said report to the California Office of Planning and Research and California Department of Housing and Community Development.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of February, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

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

Jurisdiction City of Riverbank
Reporting Period 1/1/2015 - 12/31/2015

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
KB Homes (Cornerstone)	SF	O				52	52				
(9) Total of Moderate and Above Moderate from Table A3 ▶			0	52	52						
(10) Total by income Table A/A3 ▶ ▶						52	52				
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

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

Jurisdiction City of Riverbank
Reporting Period 1/1/2015 - 12/31/2015

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity			4	4	(1)City Rehab., Addition to City Sewer and Abandonment of Well and Septic Curb and Gutter and Sidewalks. (2) City Rehab - Windows, HVAC, Bath and Kitchen Remodel, Sewer Lateral Replacement, Misc Electrical Receptacles, Plumbing Bath to Showert. (3) City Rehab. (4) City Rehab
(2) Preservation of Units At-Risk				0	Source: Riverbank Housing Assistance Program
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	4	4	

* Note: This field is voluntary

Table A3

**Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate	52					52	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Riverbank

Reporting Period 1/1/2015 - 12/31/2015

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2014	2015									
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	321											321
	Non-deed restricted												
Low	Deed Restricted	206											206
	Non-deed restricted												
Moderate	Deed Restricted	217											217
	Non-deed restricted												
Above Moderate		536	30	52								82	454
Total RHNA by COG. Enter allocation number:		1,280	30	52								82	1,198
Total Units ▶ ▶ ▶													
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

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

Jurisdiction	City of Riverbank	
Reporting Period	1/1/2015	12/31/2015

Table C

Program Implementation Status

[illegible]

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

Jurisdiction	<u>City of Riverbank</u>
Reporting Period	<u>1/1/2015</u> - <u>12/31/2015</u>

General Comments:

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Riverbank

Reporting Period 1/1/2016 - 12/31/2016

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
KB Homes (Cornerstone)	SF	O				33	33				
Palm Jr LLC	SF	O				1	1	1			
2122 Leo Court	SF	O				1	1	1			
Diamond Bar West	SF	O				4	4				
Elmwood Estates	SF	O				7	7				
Riverbank Central Apartments	5+	R	33	38		1	72		TCAC - 9%	71	
(9) Total of Moderate and Above Moderate from Table A3 ▶			0	47	46						
(10) Total by income Table A/A3 ▶ ▶			33	38		94	164	2			
(11) Total Extremely Low-Income Units*			8								

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Riverbank

Reporting Period 1/1/2016 - 12/31/2016

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3

Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate	46					46	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Riverbank

Reporting Period 1/1/2016 - 12/31/2016

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2014	2015	2016							Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	321			33							33	288
	Non-deed restricted												
Low	Deed Restricted	206			28							28	178
	Non-deed restricted												
Moderate	Deed Restricted	217											217
	Non-deed restricted												
Above Moderate		536	30	52	46							128	408
Total RHNA by COG. Enter allocation number:		1,280	30	52	107							189	1,091
Total Units ▶▶▶													
Remaining Need for RHNA Period ▶▶▶▶▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

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

Jurisdiction	City of Riverbank	
Reporting Period	1/1/2016	12/31/2016

Table C

Program Implementation Status

[illegible]

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

Jurisdiction City of Riverbank
Reporting Period 1/1/2016 - 12/31/2016

General Comments:



2015 General Plan Annual Progress Report

City of Riverbank

February 2017

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CHAPTER 1 – INTRODUCTION AND SUMMARY

A. PURPOSE OF THE ANNUAL PROGRESS REPORT

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

B. PURPOSE OF THE GENERAL PLAN

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

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

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

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

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

Compliance with OPR Guidelines

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

CHAPTER 2 – IMPLEMENTATION OF THE GENERAL PLAN

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

A. REVIEW OF IMPLEMENTATION MEASURES

Progress Report Highlights

The following are highlights of the progress made in calendar year 2015 organized by general plan element:

Land Use:

- *Amendments.* The following amendments related to Land Use were completed in 2015:
 - o On May 12, 2015, the City Council adopted a Resolution approving the General Plan Amendment to 1) modify the Land Use Designation of eighty-three (83) properties to match the Goals and Objectives of the Downtown Specific Plan, 2) to modify the Circulation Diagram to be consistent with the recommendation of the Planning Commission recommendation of a PED overpass as the connection between the Downtown Area and the Cannery Site, and 3) approval of the Downtown Specific Plan.
 - o On March 24, 2015, the City Council adopted a Resolution approving the General Plan Amendment to designate 17.90 acres to Low Density Residential, located at APNs 062-020-010 and 025. A project known as Diamond Bar Estates – East.

- o On March 24, 2015, the City Council adopted a Resolution approving the General Plan Amendment to designate 11.34 acres to Low Density Residential, located at APNs 062-020-005, 019 and 027. A project known as Diamond Bar Estates – West.
- *Permitting and New Development.* The following is a summary of the building permits issued for the year 2016:
 - o *KB Homes – Oakdale Road – Cornerstone.* Fifty-Two (52) Building Permits were issued in 2015 for the Cornerstone Project, located in west Riverbank.

Circulation:

- *Amendments.* As part of the Downtown Specific Plan that was adopted in 2015, the General Plan Amendment modified the City’s Circulation Diagram to be consistent with the Planning Commission recommendation of a PED overpass as the connection between the Downtown Area and the Cannery Site.

Community Character and Design:

- *Amendments.* There were no amendments to the Community Character and Design Element in 2015.

Economic Development:

- *Amendments.* There were no amendments to the Economic Development Element in 2015.

Conservation and Open Space:

- *Amendments.* There were no amendments to the Conservation and Open Space Element in 2015.

Safety:

- *Amendments.* On July 28, 2015, the City Council adopted a Resolution amending the Safety Element to be consistent with the Central Valley Flood Protection Plan and Senate Bill 5 and associated legislation related to 200-year floodplain protection.

Noise:

- *Amendments.* There were no amendments to the Noise Element in 2015.

Public Services and Facilities:

- *Amendments.* There were no amendments to the Public Services and Facilities Element in 2015.

Air Quality:

- *Amendments.* There were no amendments to the Air Quality Element in 2015.

Housing

- *Amendments.* There were no amendments to the Housing Element in 2015.

Regional Coordination

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

General Plan Amendments

Four (4) General Plan Amendments were processed in 2015. Two (2) were Developer driven and included the projects known as Diamond Bar Estates – East and West. Two (2) were City driven and included the Downtown Specific Plan amendments and amendment to the Safety Element. They are described below:

- *General Plan Amendment – Downtown Specific Plan.* On May 12, 2015, the City Council adopted a Resolution approving the General Plan Amendment to 1) modify the Land Use Designation of eighty-three (83) properties to match the Goals and Objectives of the Downtown Specific Plan, 2) to modify the Circulation Diagram to be consistent with the recommendation of the Planning Commission recommendation of a PED overpass as the connection between the Downtown Area and the Cannery Site, and 3) approval of the Downtown Specific Plan.
- *General Plan Amendment – Diamond Bar Estates – East.* On March 24, 2015, the City Council adopted a Resolution approving the General Plan Amendment to designate 17.90 acres to Low Density Residential, located at APNs 062-020-010 and 025.
- *General Plan Amendment – Diamond Bar Estates – West.* On March 24, 2015, the City Council adopted a Resolution approving the General Plan Amendment to designate 11.34 acres to Low Density Residential, located at APNs 062-020-005, 019 and 027.
- *General Plan Amendment – Safety Element and SB5.* On July 28, 2015, the City Council adopted a Resolution amending the Safety Element to be consistent with the Central Valley Flood Protection Plan and Senate Bill 5 and associated legislation related to 200-year floodplain protection.

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

Other than the General Plan Amendment described above, no changes to goals, policies, objectives, standards, or other plan proposals were identified in 2016.

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

The report addresses the progress in meeting the Regional Housing Need Allocation (RHNA) housing goals and the attainment of housing goals and objectives specified in the 2015-2023 Housing Element, adopted February 23, 2016.

Following are highlights of the Calendar Year 2015 Housing Element Annual Progress Report:

Housing Element Implementation Highlights

The following are highlights of the Calendar Year 2015 Housing Element Annual Progress Report:

- Two (2) years have elapsed for the January 2014 through September 2023 Regional Housing Needs Allocation (RHNA) period. As measured through the issuance of building permits, the City has met:
 - o Zero (0) percent of the Very Low Income goal;
 - o Zero (0) percent of the Low Income goal;
 - o Zero (0) percent of the Moderate Income goal; and
 - o Fifteen (15) percent of the Above Moderate Income goal.
- *Building Permits Issued in 2015.* In 2015, 82 building permits were issued for single family development.

2015 General Plan Annual Progress Report

Exhibit A: General Plan Annual Implementation Report – 2015

Table I: General Plan Annual Implementation Report - 2016

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land Use Element					
Land – 1	The City will conduct a comprehensive review of the land use element, including analysis and actions to ensure there is adequate land in appropriate locations for employment-generating land uses.		X, No Later Than 2013	CDD	The City continues to monitor and review the Land Use Element for adequate land in appropriate locations. With the exception of Diamond Bar Estates – East and West, no updates to the Land Use Element occurred in the year 2015.
Land – 2	The CDD will maintain an inventory of vacant and underutilized land to (a) evaluate proposed annexations and (b) ensure an adequate supply of vacant land to meet the community’s needs.	X		CDD	The Community Development Department and City Council continues to maintain vacant and underutilized land for annexations and supply. As part of the Housing Element Update, a list was developed to determine the amount of Vacant and Underutilized Multi-family Residential (R-3) land within City limits.
Land – 3	The City and Redevelopment Agency will pursue grant monies, as well as other funding sources for road and public infrastructure improvements to revitalize areas in need.	X		EDH, F, CDD,	The Community Development Department, Finance Department and the Public Works Department continue to pursue funding for road and public infrastructure improvements. No action for Redevelopment Agency due to the demise of Redevelopment.
Land – 4	The City will develop a comprehensive infill development streamlining and incentive program to encourage the redevelopment and revitalization of the Infill Opportunity Area.	X		CDD	There has not been any work done to develop infill development streamlining and incentive program due to staff constraints.

Agency Codes**City of Riverbank & Local**

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Regional, State, Federal and Private

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land – 5	The City will update the Zoning Code and other Municipal Code sections regulating land development to ensure consistency with the General Plan.	X		CDD	The City intends to update the Zoning Code as funds become available.
Land – 6	The City will coordinate with StanCOG and member jurisdictions and Caltrans to remove the State Highway 108 designation as it occurs through Riverbank and plan and condition land uses along a future alignment to enable Caltrans to redesignate Highway 108 near the Riverbank Planning Area.	X		CDD	The City of Riverbank continues to be involved in the North County Corridor planning process and is among the members of the Joint Powers Authority, securing a voice for Riverbank as the project moves forward and routes are being finalized.
Land – 7	The City will draft an implementing ordinance for the Clustered Rural Residential land use designation consistent with the policies presented in the General Plan.	X		CDD	No Action in 2015.
Land – 8	Update the General Plan using data to be made available by the DWR and the Central Valley Flood Protection Board.	X		CDD	The update to the General Plan Safety Element occurred in 2015 as it relates to SB5 (2007) and 200-year floodplain protection. This program was completed.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Circulation Element					
CIRC – 1	Develop and implement a Bicycle Master Plan.	X		CDD	The Community Development Department currently utilizes StanCOG’s Non-Motorized Transportation Master Plan to determine the best areas for bicycle infrastructure and improvements. The City’s own Bicycle Master Plan has been and continues to be a priority as funds become available.
CIRC – 2	As a part of implementation of the City’s bicycle master plan, the City will work with local irrigation districts, the County, local railroad concerns, other property owners, and other agencies and interested parties to acquire and/or use existing easements and rights-of-way for development of off-street pedestrian and bicycle pathways.	X		CDD	The Community Development Department has been in discussion with BNSF and Sierra Northern Railway to utilize some Right-of-Way for off-street pedestrian and bicycle pathways along Patterson Road. Through these discussions, the City is hopeful in developing a safe, efficient multi-modal system for Patterson Road.
CIRC – 3	Develop a Travel Demand Management ordinance that requires large employers to provide incentives for employees to commute via transit, bicycle, on foot or by carpool rather than the SOV commute	X		CDD	No Action in 2015.
CIRC – 4	Revise street improvement standards to be consistent with this Circulation Element, including consideration on equal footing of all locally available forms of travel.	X		CDD, PW, ENG	The City revised street improvement standards to be consistent with Complete Streets, LID Development Standards and MS4 requirements. The new street standards were adopted by City Council in 2015.

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		On-going	0 – 5 years		
CIRC – 5	Coordinate with relevant transit providers and include, as appropriate, transit improvements in the Capitol Improvements Plan (CIP).	X		CDD, PW, F	The Community Development Department, Finance Department and the Public Works Department update the City's Capitol Improvement Plans (CIP) annually.
CIRC – 6	The City will actively pursue State and Federal funding for developing, improving, and enhancing bicycle and pedestrian routes in the existing developed City.	X		CDD, F	Funding continues to be pursued for the development of bicycle and pedestrian amenities. In 2015, the City was successful in applying for the REMOVE II Application with SJVAPCD for bicycle lanes to be installed along Claus Road. This was completed in 2015.
CIRC – 7	Develop and implement a Parking Master Plan to coordinate and manage parking in the City.	X		CDD, PW	There has not been any work on a Parking Master Plan due to City staff constraints.
CIRC – 8	Work with surrounding jurisdictions, the County, and StanCOG to develop regional solutions to regional vehicular transportation issues.	X		CDD, PW, ENG	City Council, Planning Commission and Community Development Department will continue to work with the County and StanCOG to develop regional solutions to regional vehicular transportation.
Community Character and Design Element					
DESIGN – 1	Establish distinctive crosswalks at major street intersections and other locations expected to generate significant pedestrian traffic in the existing City, as funding allows.	X		F, CDD	Utilizing CMAC and Safe Routes to School funds, the City is currently re-designing the Patterson Road and Roselle Avenue intersection to improve circulation and overall safety for non-motorized travelers, including students.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
DESIGN – 2	Where appropriate opportunities and sufficient right-of-way exists, the City will modify wide streets into boulevards with landscaped medians or landscaped strips between the roadway and sidewalks to visually and functionally enhance streets for pedestrian use.	X		CDD, ENG, PW	The City developed standard street widths to include landscaped medians and landscaped strips between roadways for minor and major collectors and minor arterials in 2015.
DESIGN – 3	The City will establish design standards and parking requirements for accessory dwelling units.	X		CDD	There has not been any work done to establish design standards and parking requirements for accessory dwelling units due to staff constraints
DESIGN – 4	Pursue improvements downtown that reduce effective Downtown street widths in relationship to building height and bulk, while allowing for automobile movements.		2015	CDD	On May 12, 2015, the City Council adopted a Resolution approving the General Plan Amendment to 1) modify the Land Use Designation of eighty-three (83) properties to match the Goals and Objectives of the Downtown Specific Plan, 2) to modify the Circulation Diagram to be consistent with the recommendation of the Planning Commission recommendation of a PED overpass as the connection between the Downtown Area and the Cannery Site, and 3) approval of the Downtown Specific Plan.
DESIGN – 5	Prepare comprehensive streetscape plans for Patterson Road, Atchison Street/Highway 108, 1 st Street, Claribel Road, Oakdale Road, Roselle Avenue, and Claus Road.		2015	CDD, ENG	A Streetscape plan for Patterson Road, east of Roselle Avenue is currently being developed to include Complete Streets Principles, including a Bicycle Path adjacent to the BNSF/Sierra Railroad. Other Streets and intersections will be improved as funds become available.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
DESIGN – 6	The City will define the edges, focal points, and landmarks of the Downtown. The City will establish gateways to Riverbank.	X		CDD	The Downtown Specific Plan identifies “gateways to Downtown” as 108/Patterson Road to the west and Atchison Street/Highway 108 to the east. Additionally, the revised DTSP expanded the east gateway, along Atchison Street.
DESIGN – 7	Adopt development standards that minimize environmental impacts of development through an appropriate balance of regulations and incentives	X		CDD	There has not been any work done to develop standards that minimize environmental impacts of development through appropriate balance of regulations and incentives.
DESIGN – 8	Projects shall provide artwork by a qualified artisan(s) within their developments as approved by the Director of Community Development	X		CDD	The Community Development Department, Planning Commission and City Council continue to consider artwork by qualified artisan(s) within development projects. This will continue to be approved by the Community Development Director.
Economic Development Element					
ED – 1	Continue to dedicate staff resources to economic development activities, and identify ways to improve upon existing initiatives	X		F, CDD, EDD	The Finance Department, Community Development Department and Economic Development Department continue to dedicate staff resources to economic development activities. No action in 2015.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 2	Continue to identify funding resources, and apply for those resources for which the City of Riverbank qualifies	X		EDD, F	The City will continue to identify funding resources and apply for those resources for which the City of Riverbank qualifies.
ED – 3	Continue to leverage redevelopment funds to develop programs and initiatives that improve the physical environment and business climate within the project area	X		EDD, CDD	There has not been any work done to leverage redevelopment funds due to the demise of redevelopment.
ED – 4	Work with Modesto Junior College, Stanislaus Alliance Worknet, other public agencies, and private job training providers to develop and refine job training programs that meet the needs of private industry and prospective businesses seeking to locate in Riverbank	X		EDD	No Action in 2015.
ED – 5	Identify opportunities to locate job training sites in Riverbank. Most of the existing job training and business assistance resources are based in Modesto. If a major facility development or expansion can be attracted to Riverbank, opportunities should be explored to base any resultant job training activities within Riverbank.	X		EDD, CDD	No action necessary. The Economic Development Department and Community Development Department will explore options for job training in Riverbank as opportunities arise when new expansion or development occurs.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 6	Implement a business outreach program that identified home-based businesses operating in Riverbank	X		EDD	No action in 2015.
ED – 7	Implement a business outreach program that prioritizes businesses and/or industry sectors that constitute the most prominent sources for jobs and fiscal revenue in Riverbank	X		EDD	No action in 2015.
Ed – 8	Assign City staff and personnel from appropriate agencies to a “rapid response” team that will respond to changes in the job training and workforce development needs for large employers in Riverbank	X		All Depts.	No Action in 2015.
Ed – 9	Develop specific marketing messages for different industry sectors, based on Riverbank’s strengths, market position, and future growth opportunities	X		EDD	No Action in 2015.
ED – 10	Refine business attraction targets to include business-to-business suppliers. Business suppliers would potentially include material distributors, services providers, and component manufacturing.	X		EDD	No action in 2015.
ED – 11	Systematically track available land, and available building vacancies. Continually update the information and identify the most efficient and cost-effective methods for distributing the information, including web-based systems.	X		CDD	The Community Development Department utilizes the City’s Geographical Information Systems (GIS) to track available land (vacant land).

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 12	The City should contract with a sales tax accounting firm to provide customized and quarterly updated audits of the City’s sales tax receipts	X		EDD	No Action in 2015.
ED – 13	Dedicate staff resources to tracking employment and payroll trends, in order to monitor progress toward community goals for economic development	X		EDD	No Action in 2015.
ED – 14	Implement a residential survey that includes information on where Riverbank residents work and their occupations	X		EDD	No Action in 2015.
Ed – 15	Facilitate the formation of business district committees, and assist those districts that wish to further explore the benefits and implementation steps for the creation of a Business Improvement District	X		EDD	No Action in 2015.
ED – 16	Proactively use the business outreach process to identify priorities for business climate improvement	X		EDD	No Action in 2015.
ED – 17	Include the redevelopment agency in any efforts to improve the local business climate within the redevelopment district	X		EDD, CDD	There has not been any work done to include the redevelopment agency due to the demise of redevelopment.

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		On-going	0 – 5 years		
ED – 18	Initiate a hotel/lodging feasibility study to identify the types, numbers, and appropriate locations of lodging facilities that Riverbank could attract.	X		EDD	No Action in 2015.
ED – 19	Prioritize business attraction initiatives in the categories identified in Goal ED-6.	X		EDD	In late 2015 the City adopted a Grease Interceptor Loan Program and a Conditional Waiver to Install Grease Interceptors Program to encourage restaurants to locate in the downtown.
ED – 20	Identify options and preferred alternatives for rail spur locations and potential relocations, particularly as they pertain to the reuse of the Riverbank Army Munitions site.	X		CC, LRA	The Riverbank Industrial Complex Specific Plan (Former Army Ammunitions Plant) was adopted by City Council in March of 2013. The Plan identified options in regards to the rail spurs in and out of the Riverbank RAAP.
ED – 21	Initiate a retail leakage study in order to identify retail and other local-serving attraction opportunities that remain, and project the future growth in household retail demand and supportable establishments.	X		EDD	No Action in 2015.
ED – 22	Initiate a feasibility study that identifies market opportunities for entertainment and recreational uses in Riverbank, particularly as they apply to creating an arts district in downtown Riverbank.	X		EDD	No Action in 2015.

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		On-going	0 – 5 years		
ED – 23	Continue to identify and procure the necessary funding to fully implement the streetscape improvement plans identified in the Downtown Revitalization Plan.	X		F, EDD, CDD	No Action in 2015.
ED – 24	Continue to facilitate special events in downtown Riverbank.	X		P&R, F, EDD	During 2015, the Parks and Recreation Department held many successful events and will continue to do so in 2016. The largest event was the Riverbank Cheese and Wine Festival, where over 100 vendors were present and thousands of people attended.
ED – 25	Initiate a fiscal impact analysis that identifies fiscal costs and benefits associated with specific types of development.	X		F, EDD, CDD	No Action in 2015.
ED – 26	Identify options such as Zoning Code changes, corridor planning for older commercial areas, and specific plans for new growth areas that would implement and promote mixed use development.	X		CDD	No Action in 2015.
ED – 27	Prepare an urban design plan for downtown Riverbank to compliment business attraction, redevelopment strategies, and streetscape improvements.	X		CDD	The Downtown Specific Plan was adopted in 2015 and includes urban design standards for the Downtown area.
ED – 28	Continue to network with regional agencies as part of the City's economic development program, and include Latino/Hispanic business organizations as part of this strategy.	X		EDD	The City continues to network with regional agencies as part of the City's economic development program. No action necessary.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Conservation and Open Space Element					
CONS-1	1) Require development projects and subdivisions be consistent with, and implement land use planning and greenhouse gas emission reduction measures developed pursuant to the regional Sustainable Community Strategy. 2) Develop a Sustainable Agricultural Strategy to minimize the agricultural production loss to urban development	X		CDD, CC, PC	This Action is ongoing. Development Projects, as they are processed, are required to comply with the County’s Sustainable Community Strategy.
CONS – 2	Adopt a “right-to-farm” ordinance that informs residents of ongoing agricultural practices at the edges of Riverbank and protects farmers and other agriculture interests from dumping, nuisance, complaints, and other problems typically associated with new residents on the City fringe.		X	CDD	No Action in 2015.
CONS – 3	Seek funding to assist private owners in the preservation of buildings and site of historic importance	X		CDD, EDD	No Action in 2015.
CONS - 4	Seek funding for implementing energy efficient improvement and utilities infrastructure renewal projects	X		CDD, PW, EDD	No Action in 2015.

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Safety Element					
SAFE – 1	Work with the Department of the Army to ensure successful clean-up and reuse of the decommissioned Riverbank Ammunition Plant	X			The Riverbank RAAP was selected for closure as part of the Base Realignment and Closure (BRAC) plan of 2008. The Local Redevelopment Agency continues to work with the Department of the Army and the Federal Environmental Protection Agency to ensure the successful clean-up and reuse of the plant. In November of 2013, the Riverbank Industrial Complex Specific Plan was adopted by City Council.
SAFE – 2	Implement and periodically update disaster plans, including the City’s Emergency Operations Plan		X	CDD, EDD	No Action in 2015.
SAFE – 3	Will coordinate with public safety service providers serving the City to ensure proper training and disaster preparedness and periodic testing of equipment and facilities	X			No Action in 2015.
SAFE – 4	Support the purchase and maintenance of proper emergency communication systems and equipment and other necessary tools dealing with emergencies.	X			No Action in 2015.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Noise Element					
NOISE – 1	Update implementing ordinances related to noise consistent with the policies of this element and City redevelopment and revitalization planning	X		CC, PC, CDD	This action has not been implemented due to the demise of Redevelopment. The Community Development Department, City Council and Planning Commission will continue to implement the Noise element on a project-by-project basis, ensuring that specific projects do not affect adjacent land uses that may be sensitive, such as schools and residential.
NOISE – 2	Ensure that personnel charged with enforcing such ordinances are properly trained and equipped for on-site measurement techniques and other necessary tasks	X		CDD	Depending on the Project, a Noise Analysis may be commissioned to ensure that the project is consistent with the Noise Element of the General Plan and any applicable Ordinances. This may be done in-house or by an outside consultant.
NOISE – 3	Coordinate with StanCOG and Caltrans to ensure transportation planning and improvement programs are consistent with this element	X		CC, PC, CDD	The City Council, Planning Commission and Community Development Department will continue to work with StanCOG and Caltrans to ensure transportation planning and programs are consistent with the Noise Element.
Public Services and Facilities Element					
PUBLIC – 1	Coordinate with area reclamation districts, Stanislaus County, the City of Modesto, and other agencies and jurisdictions for planning and coordinating drainage programs and policies on an area wide and regional basis	X		CDD	No Action in 2015

Agency Codes**City of Riverbank & Local**

CC City Council
 CM City Manager
 PC Planning Commission
 CDD Community Development Department
 ENG Engineering Department
 LRA Local Redevelopment Agency

PW Public Works Dept
 F Finance Department
 EDH Economic Development and Housing
 P&R Parks and Recreation
 EDD Economic Development Department

Regional, State, Federal and Private

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

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
PUBLIC – 2	Develop a park master plan that describes the standards, design, land requirements, locations, planning, and funding to support the City's existing and future park system	X		P&R	No Action in 2015.
PUBLIC – 3	Update the water, wastewater, and stormwater drainage master plans at least every five years to ensure the appropriate level of service is maintained as the City grows, and to ensure that appropriate projects include a capital improvements planning and can be funded		Complete, 2015	CDD	The City's Urban Water Management Plan was adopted by City Council on January 27, 2015. The scope has been defined to update the UWMP. No Action in 2015.
PUBLIC – 4	Coordinate with the United States Postal Service and other public agencies serving Riverbank, regarding needs for expansion, satellite locations, and other issues related to land use planning	X		CDD	No Action in 2015.
Air Quality Element					
AIR – 1	Develop a program to reduce daily emissions of nitrogen oxides	X		CDD	No Action in 2015.
AIR – 2	Develop a local greenhouse gas reduction program	X		CDD	No Action in 2015.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
AIR – 3	Pursue and use State and Federal funds earmarked for bicycle and transit improvements, transit-oriented planning and development, and other planning and improvement grant programs intended to encourage alternatives to automobile transportation	X		CDD, EDD, F	The City continues to pursue and use State and Federal funds earmarked for the programs listed in AIR-3.
AIR – 4	Coordinate with local irrigation districts, the County, Caltrans, and other interested parties to develop bikeways and pedestrian paths along canals, abandoned railroad lines, and other easements and rights-of-ways	X		CDD, P&R	The Community Development Department has been in discussion with Hetch-Hetchy Water and Power to develop a dog park or multi-use path on SFPUC Right-of-Way. No Action in 2015.
AIR – 5	Develop planning strategies and supportive ordinances addressing Downtown Riverbank and West Riverbank	X		CDD	No action in 2015.
AIR – 6	In planning and budgeting for transportation infrastructure, before considering constructing more roadway capacity, the City of Riverbank will consider measures to increase the capacity of the existing road network	X		CC, PC, CDD, PW, ENG	The Community Development Department, Public Works Department and Engineering will continue to consider measures to increase the capacity of the existing road network prior to considering construction of more roadway capacity. City Staff is currently revising the City's Standard Street Widths, which will incorporate DOT's directive of Complete Streets and LID Standards (MS4 Requirements). No Action in 2015.

Agency Codes

City of Riverbank & Local

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

Regional, State, Federal and Private

StanCOG	Stanislaus Council Of Governments
SC	Stanislaus County
DOT	Caltrans
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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	On-going		
AIR – 7	Coordinate with transit providers on the portion of long-range transit plans serving Riverbank and accommodate necessary facilities such as bus pull-outs, bus shelters, information kiosks, street furniture, lighting, etc.	X		CDD	The Community Development Department continues to consider transit plans serving Riverbank for new development.
AIR – 8	Require project proponents to prepare health risk assessments in accordance with Air District-recommended procedures as part of environmental review when the proposed industrial process has associated air emissions that have been designated by the State as a toxic air contaminant or, similarly, by the federal government as a hazardous air pollutant	X		CDD	The Community Development Department will continue to work with SJVAPCD to ensure that new projects are mitigating air quality impacts. Air Emissions are calculated and reviewed by SJVAPCD.

Agency Codes

City of Riverbank & Local

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2015 General Plan Annual Progress Report
Exhibit B: Housing Element Annual Progress Report – 2015
Reported Data – January 1, 2015 – December 31, 2015

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction: City of Riverbank
Reporting Period: January 1, 2015 – December 31, 2015

**Table C
Program Implementation Status**

Program Description (By Housing Element Program Name)		Housing Programs Progress Report – Government Code Section 65583 Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element	
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Goal 1: Identify adequate sites to meet the City's regional housing needs			
Program 1.1a. Rezone sites listed in Table V-2 (65.2 acres) and adopt a general plan amendment (if necessary) to complete annexation and zoning of at least 15 acres of potential sites identified in Table V-3 to higher density residential.	Policy 1.1. Ensure land use and zoning procedures accommodating to affordable housing.	By Dec. 2011. Annex in 2012	As part of the 2014-2023 Housing Element Update, the City is proposing to revise Program 1.1a based on the City's ability to meet its RHNA within its City limits and by way of amending its SOI and annexation of the Crossroads West Specific Plan.
Program 1.2a. Track changes in land availability and accomplishments in multi-family development in order to determine if further rezoning is necessary to better facilitate high-density developments.	Policy 1.2. Maintain an inventory of vacant and underutilized residential lands.	Ongoing	Through the Annual General Plan Progress Reports, City staff has continuously monitored the availability of land suitable for residential development, including multi-family residential development.
Program 1.2b. Update Geographical Information Systems (GIS) as changes to land inventory occur. Provide this information to those interested in infill projects through updated layers viewable from the internet	Policy 1.2.	Ongoing	The City's Geographical Information Systems (GIS) continues to be updated and Zoning and General Plan changes are adopted by City Council.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Goal 2: Encourage the development of adequate housing to meet the needs of extremely low-, low-, and very low-income households			
Program 2.1a. Seek assistance from non-profit developers, including Self-Help Enterprises and Habitat for Humanity to develop homes for lower-income families. The City will meet with non-profit developers to discuss available sites for affordable housing projects, potential funding sources, and actions the City can take to assist housing providers in obtaining funding.	Policy 2.1. Implement a proactive approach to encourage and gain support for multi-family developments	Annually	City staff has, and continues to maintain communications with non-profit developers such as Self Help Enterprises and Habitat for Humanity. City staff assisted the developer, Pacific West Communities, in identifying a site suitable for affordable residential development.
Program 2.1b. Continue to assist developers of extremely low-, low- and very-low income housing in the grant preparation process to help fund their developments.	Policy 2.1	Ongoing	This program is ongoing. As applications are received, the City will assist in any way possible.
Program 2.1c. Encourage developer to include second dwelling units in new subdivisions as well as a variety of higher density options.	Policy 2.1	Ongoing	Through its Zoning Ordinance, the City encourages the development of second units in new subdivisions. As development applications are submitted, City staff will work with applicants to encourage the development of second units in new subdivisions.
Program 2.1d. Continue to distribute information on second units at the permit counter and post information on the City's website.	Policy 2.1	Ongoing	Information on second units is available at the front counter of the City's Community Development Department, as well as on the City's website. City staff is committed to ensure information on second units is available.
Program 2.1e. Adopt a density bonus ordinance in compliance with statutory amendments (Chapter 1928, Statutes 2004) to State density bonus law (Government Code Section 65915).	Policy 2.1	By December 2010	On February 10, 2015, the City Council for the City of Riverbank adopted Ordinance No. 2015-003, updating the City's Density Bonus Ordinance to comply with statutory amendments to State Density Bonus Law. The Ordinance now references State Density Bonus Law, ensuring compliance with any future statutory amendments to the Government Code.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 2.1f. Assist in the development of housing for farmworkers. Actions will include assistance with site identification and support of applications for funding.	Policy 2.1	By June 2010	No action in 2015.
Program 2.1g. The City will update the uses permitted in the R-3 zone to include emergency shelters.	Policy 2.1	By June 2010	On February 10, 2015, the City Council for the City of Riverbank adopted Ordinance No. 2015-002, adding Emergency Shelters, Transitional Housing, Supportive Housing and Target Population definitions to Section 153.003 and added Emergency Shelters, Transitional Housing and Supportive Housing as a permitted use in the Multiple Family Residential District R-3 Zone and as a permitted use with a use permit in the Neighborhood Commercial District C-1 Zone, General Commercial District C-2 Zone and Commercial-Industrial C-M Zone. This is consistent with Program 2.1g as well as Appendix D, Table D-1.
Program 2.2a. Develop an Inclusionary Zoning Ordinance for the City of Riverbank.	Policy 2.2. Adopt an Inclusionary Zoning Ordinance	Draft by June 2010, Adopted by June 2011	This program was not implemented. No action in 2014.
Goal 3: Reduce or remove government constraints			
Program 3.1a. Continue to promote the uses of Planned Development zones for developers who wish to deviate from setback, parking, or other standards which may limit their ability to develop at a desired density.	Policy 3.1. Promote efficient and creative alternatives to help reduce government constraints.	Ongoing	City staff continues to promote the use of Planned Development zones within the City when circumstances allow applicants/developers to deviate from City development standards such as setbacks, parking requirements, etc.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 3.1b. The City will waive fees for General Plan amendments intended solely to increase residential designations from low-to-medium density to medium-to-high density residential	Policy 3.1	Ongoing	The City will continue to considered reasonable accommodations for developers for higher density development, including the waiving of fees.
Program 3.1c. Continue to utilize computer software to help fast-track building permits, saving both developer and staff time.	Policy 3.1	Ongoing	The City is currently performing a full update to the Website and will include tools and access for developers that will streamline the “development process.” Although the website is not scheduled to be complete until 2015, the City initiated this action during the planning period, 2014.
Program 3.1d. Amend the Zoning Ordinance to facilitate the development of housing for special needs groups. Amendments will address parking requirements – reduced parking requirements for developments containing senior, handicapped, single-adult, and/or small-family housing	Policy 3.1	By December 2011	No action in 2015.
Goal 4: Conserve and improve the condition of existing affordable housing stock			
Program 4.1a. Continue to actively seek State and Federal funding for the rehabilitation of homes.	Policy 4.1. Increase rehabilitation efforts.	Ongoing – apply annually	City staff continues to actively develop and apply for State CDBG, HOME, and Multi-Family Housing Program funds for the purpose of rehabilitating homes.
Program 4.1b. Maintain a database of housing conditions and rehabilitation projects to track accomplishments and assist in future goals.	Policy 4.1	Ongoing	The City continues to maintain a database of housing conditions and rehabilitation projects. Four (4) Rehabilitation projects were approved in 2015.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 4.2a. Discourage land division of sites currently zoned high-density residential.	Policy 4.2. Preserve current multi-family sites.	Ongoing	The City will continue to discourage the subdivision of sites designated for high-density residential development.
Program 4.2b. Monitor any units which may be deemed at-risk for conversion into market-rate housing. Ensure that any loss to the housing stock for lower income households is properly mitigated.	Policy 4.2.	Ongoing	Through the adoption and certification of the City's 2009-2014, the City determined there were no units at-risk to change to non-low income units within the City.
Goal 5. Promote housing opportunities for all persons			
Program 5.1a. Promote equal housing opportunity for all persons regardless of race, religion, sex, marital status, ancestry, nation origin, or color by supporting efforts of community groups that provide counseling, investigatory, legal, or referral services to victims of discrimination through making information available, train City staff at the public counter to refer victims of housing discrimination to the appropriate organization, seek the cooperation with various private organizations and identify an annual community event such as a fair housing day	Policy 5.1. Make programs and information available to all persons.	Ongoing	The City continues to promote equal housing opportunity for all persons regardless of race, religion, sex, marital status, ancestry, nation origin, or color.
Program 5.1b. Update the definition of "family" and "single-family residence" to comply with all federal and State fair housing laws.	Policy 5.1	By June 2010	On February 10, 2015, the City Council of the City of Riverbank adopted Ordinance No. 2015-002, updating the definition of "Family" and "Dwelling, Single Family Residence" to comply with all federal and State fair housing laws. These definitions do not distinguish between related and unrelated persons and do not impose limitations on the number of persons that may constitute a family. Additionally, these definitions are consistent with surrounding jurisdictions.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 5.2a. Adopt a universal design ordinance governing construction or modification of homes using design principles that allow individuals to remain in those homes as their physical needs and capabilities change.	Policy 5.2. Adopt Universal Design Ordinance	Draft by June 2010, Adopt by June 2011	No action in 2015.
Program 5.3a. Adopt written reasonable accommodation ordinance to provide exception in zoning and land-use for housing for persons with disabilities.	Policy 5.3. Adopt Reasonable Accommodation Ordinance	By December 2012	On February 10, 2015, the City Council of the City of Riverbank adopted Ordinance No. 2015-004, adding Sections 153.221 through 153.229, Reasonable Accommodation. This new Ordinance establishes procedures for an individual with a disability to apply for reasonable accommodation. This is approved by the Community Development Director after certain findings are made, ensuring that this process is ministerial. The decision making criteria in Program 5.3a are included in the Reasonable Accommodation Ordinance.
Goal 6: Promote energy conservation			
Program 6.1a. Continue to implement state energy-efficient standards, including the addition of energy-efficient conditions to planned development approvals.	Policy 6.1. Continue to implement state energy-efficient standards	Ongoing	During the 2015 period, the City continuously monitored updates to the California Uniform Building Code. As updates to the State's Building Code were adopted, the City updated its own Building Code.
Program 6.2a. Continue to include energy conservation guidelines as part of development standards in new developments.	Policy 6.2. Include energy conservation guidelines as part of the development standards for the specific plan area	Ongoing	As required per Title 24 of the California Code of Regulations, the City continues to include energy conservation standards on all new development within the City.
Program 6.3a. Continue to include weatherization as a typical repair in the City's housing rehabilitation program.	Policy 6.3. Provide weatherization assistance to low-income households.	Ongoing	In 2015, the Housing Rehabilitation Program funded four (4) loans. These two projects are expected to be completed in the Spring of 2015.

2015 General Plan Annual Progress Report
Attachment 1: Housing Element Annual Progress Report – 2015
Table A and Table B



2016 General Plan Annual Progress Report

City of Riverbank

February 2017

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CHAPTER 1 – INTRODUCTION AND SUMMARY

A. PURPOSE OF THE ANNUAL PROGRESS REPORT

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

B. PURPOSE OF THE GENERAL PLAN

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

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

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

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

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

Compliance with OPR Guidelines

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

CHAPTER 2 – IMPLEMENTATION OF THE GENERAL PLAN

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

A. REVIEW OF IMPLEMENTATION MEASURES

Progress Report Highlights

The following are highlights of the progress made in calendar year 2016 organized by general plan element:

Land Use:

- *Amendments.* On February 9, 2016, the City Council adopted a Resolution approving the General Plan Amendment to designate 2.42 acres to Medium Density Residential, located at APN 132-036-003, a project known as Ward Villas.
- *Permitting and New Development.* The following is a summary of the building permits issued for the year 2016:
 - *KB Homes – Oakdale Road – Cornerstone.* Thirty-three (33) Building Permits were issued in 2016 for the Cornerstone Project, located in west Riverbank.
 - *Diamond Bar West* – Approved in 2015, construction has started on this fifty-eight (58) single-family residential project, located in eastern Riverbank. Four (4) building permits were issued in 2016.
 - *In-Fill Lots* – Two (2) building permits were issued for single-family residential projects on in-fill lots within the City in 2016.

- o *Elmwood Estates* – Seven (7) Building Permits were issued in 2016 for the Elmwood Estates project, located in east Riverbank.

Circulation:

- *Amendments.* There was one (1) amendment to the Circulation Element in 2016. On September 13, 2016, the City Council adopted a Resolution approving a General Plan Amendment to modify the Typical Street Design by Classification and Type Illustrated in Table CIRC-2. The new CIRC-2 table is now consistent with current and projected right-of-way demands as well as the obligations of property treating storm water run-off through roadside drainage swales, and treatment devices.

Community Character and Design:

- *Amendments.* There were no amendments to the Community Character and Design Element in 2016.

Economic Development:

- *Amendments.* There were no amendments to the Economic Development Element in 2016.

Conservation and Open Space:

- *Amendments.* There were no amendments to the Conservation and Open Space Element in 2016.

Safety:

- *Amendments.* There were no amendments to the Safety Element in 2016.

Noise:

- *Amendments.* There were no amendments to the Noise Element in 2016.

Public Services and Facilities:

- *Amendments.* There were no amendments to the Public Services and Facilities Element in 2016.

Air Quality:

- *Amendments.* There were no amendments to the Air Quality Element in 2016.

Housing

- *Amendments.* On February 23, 2016, the City Council adopted Resolution No. 2016-015, approving the City's 2015-2023 Housing Element. The City received certification from the Department of Housing and Community Development (HCD) on December 30, 2015.

Regional Coordination

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

General Plan Amendments

Three (3) General Plan Amendments were processed in 2016. Two (2) were City-initiated and included the update to the City's Housing Element and update to Table CIRC-2 to the City's Circulation Element. One (1) was developer driven. They are described below:

- *General Plan Amendment – Ward Villas.* On February 9, 2016, the City Council adopted a Resolution approving the General Plan Amendment to designate 2.42 acres to Medium Density Residential, located at APN 132-036-003, a project known as Ward Villas.
- *General Plan Amendment – Housing Element.* On February 23, 2016, the City Council adopted Resolution No. 2016-015, approving the City's 2015-2023 Housing Element. The City received certification from the Department of Housing and Community Development (HCD) on December 30, 2015.
- *General Plan Amendment – Circulation Element.* On September 13, 2016, the City Council adopted a Resolution approving a General Plan Amendment to modify the Typical Street Design by Classification and Type Illustrated in Table CIRC-2. The new CIRC-2 table is now consistent with current and projected right-of-way demands as well as the obligations of property treating storm water run-off through roadside drainage swales, and treatment devices.

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

Other than the General Plan Amendment described above, no changes to goals, policies, objectives, standards, or other plan proposals were identified in 2016.

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

The report addresses the progress in meeting the Regional Housing Need Allocation (RHNA) housing goals and the attainment of housing goals and objectives specified in the 2015-2023 Housing Element, adopted February 23, 2016. The State of California Department of Housing and Community Development requires a report format that consists of six Excel spreadsheets, which are attached as Exhibit B.

Following are highlights of the Calendar Year 2016 Housing Element Annual Progress Report:

Housing Element Implementation Highlights

The following are highlights of the Calendar Year 2016 Housing Element Annual Progress Report:

- Three (3) years have elapsed for the January 2014 through September 2023 Regional Housing Needs Allocation (RHNA) period. As measured through the issuance of building permits, the City has met:
 - o Ten (10) percent of the Very Low Income goal;
 - o Fourteen (14) percent of the Low Income goal;
 - o Zero (0) percent of the Moderate Income goal; and
 - o Twenty-four (24) percent of the Above Moderate Income goal.
- *Building Permits Issued in 2016.* In 2016, 107 building permits were issued for single and multi-family development.

2016 General Plan Annual Progress Report

Exhibit A: General Plan Annual Implementation Report – 2016

Table I: General Plan Annual Implementation Report - 2016

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land Use Element					
Land – 1	The City will conduct a comprehensive review of the land use element, including analysis and actions to ensure there is adequate land in appropriate locations for employment-generating land uses.		X, No Later Than 2013	CDD	The City continues to monitor and review the Land Use Element for adequate land in appropriate locations. With the exception of Ward Villas, a developer driven General Plan Amendment, no updates to the Land Use Element occurred in the year 2016.
Land – 2	The CDD will maintain an inventory of vacant and underutilized land to (a) evaluate proposed annexations and (b) ensure an adequate supply of vacant land to meet the community’s needs.	X		CDD	The Community Development Department and City Council continue to maintain vacant and underutilized land for annexations and supply. As part of the Housing Element Update, a list was developed to determine the amount of Vacant and Underutilized Multi-family Residential (R-3) land within City limits.
Land – 3	The City and Redevelopment Agency will pursue grant monies, as well as other funding sources for road and public infrastructure improvements to revitalize areas in need.	X		EDH, F, CDD,	The Community Development Department, Finance Department and the Public Works Department continue to pursue funding for road and public infrastructure improvements. No action for Redevelopment Agency due to the demise of Redevelopment.
Land – 4	The City will develop a comprehensive infill development streamlining and incentive program to encourage the redevelopment and revitalization of the Infill Opportunity Area.	X		CDD	There has not been any work done to develop infill development streamlining and incentive program due to staff constraints.

Agency Codes**City of Riverbank & Local**

CC	City Council	PW Public Works Dept
CM	City Manager	F Finance Department
PC	Planning Commission	EDH Economic Development and Housing
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ENG	Engineering Department	EDD Economic Development Department
LRA	Local Redevelopment Agency	

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land – 5	The City will update the Zoning Code and other Municipal Code sections regulating land development to ensure consistency with the General Plan.	X		CDD	In 2016, the City updated the Municipal Code to address the requirements of SB5 (2007) and associated legislation related to provision of 200-year flood protection to California Urban Areas. In 2016, the City issued a Request for Proposals, selected a consultant, and will update the Zoning Code when funding becomes available.
Land – 6	The City will coordinate with StanCOG and member jurisdictions and Caltrans to remove the State Highway 108 designation as it occurs through Riverbank and plan and condition land uses along a future alignment to enable Caltrans to redesignate Highway 108 near the Riverbank Planning Area.	X		CDD	The City of Riverbank continues to be involved in the North County Corridor planning process and is among the members of the Joint Powers Authority, securing a voice for Riverbank as the project moves forward and routes are being finalized.
Land – 7	The City will draft an implementing ordinance for the Clustered Rural Residential land use designation consistent with the policies presented in the General Plan.	X		CDD	No Action in 2016.
Land – 8	Update the General Plan using data to be made available by the DWR and the Central Valley Flood Protection Board.	X		CDD	The update to the General Plan Safety Element occurred in 2015 as it relates to SB5 (2007) and 200-year floodplain protection. No action in 2016.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Circulation Element					
CIRC – 1	Develop and implement a Bicycle Master Plan.	X		CDD	The Community Development Department currently utilizes StanCOG’s Non-Motorized Transportation Master Plan to determine the best areas for bicycle infrastructure and improvements. The City’s own Bicycle Master Plan has been and continues to be a priority as funds become available.
CIRC – 2	As a part of implementation of the City’s bicycle master plan, the City will work with local irrigation districts, the County, local railroad concerns, other property owners, and other agencies and interested parties to acquire and/or use existing easements and rights-of-way for development of off-street pedestrian and bicycle pathways.	X		CDD	The Community Development Department has been in discussion with BNSF and Sierra Northern Railway to utilize some Right-of-Way for off-street pedestrian and bicycle pathways along Patterson Road. Through these discussions, the City is hopeful in developing a safe, efficient multi-modal system for Patterson Road. In 2016 City staff obtained a paved and landscaped pedestrian and bicycle pathway in a dedicated street (future Kuffel Way) until it is constructed to encourage connectivity between a residential and a commercial/ mixed use area.
CIRC – 3	Develop a Travel Demand Management ordinance that requires large employers to provide incentives for employees to commute via transit, bicycle, on foot or by carpool rather than the SOV commute	X		CDD	No Action in 2016.
CIRC – 4	Revise street improvement standards to be consistent with this Circulation Element, including consideration on equal footing of all locally available forms of travel.	X		CDD, PW, ENG	The City revised street improvement standards to be consistent with Complete Streets, LID Development Standards and MS4 requirements. The new street standards were adopted by City Council in 2015. No Action in 2016.

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		On-going	0 – 5 years		
CIRC – 5	Coordinate with relevant transit providers and include, as appropriate, transit improvements in the Capital Improvements Plan (CIP).	X		CDD, PW, F	The Community Development Department, Finance Department and the Public Works Department update the City's Capital Improvement Plans (CIP) annually.
CIRC – 6	The City will actively pursue State and Federal funding for developing, improving, and enhancing bicycle and pedestrian routes in the existing developed City.	X		CDD, F	Funding continues to be pursued for the development of bicycle and pedestrian amenities. In 2015, the City was successful in applying for the REMOVE II Application with SJVAPCD for bicycle lanes to be installed along Clause Road. This was completed in 2015. No Action in 2016.
CIRC – 7	Develop and implement a Parking Master Plan to coordinate and manage parking in the City.	X		CDD, PW	There has not been any work on a Parking Master Plan due to City staff constraints. In 2016 the City adopted a parking-in-lieu fee in the Downtown Specific Plan area to apply towards a future parking structure.
CIRC – 8	Work with surrounding jurisdictions, the County, and StanCOG to develop regional solutions to regional vehicular transportation issues.	X		CDD, PW, ENG	City Council, Planning Commission and Community Development Department will continue to work with the County and StanCOG to develop regional solutions to regional vehicular transportation.
Community Character and Design Element					
DESIGN – 1	Establish distinctive crosswalks at major street intersections and other locations expected to generate significant pedestrian traffic in the existing City, as funding allows.	X		F, CDD	Utilizing CMAC and Safe Routes to School funds, the City is currently re-designing the Patterson Road and Roselle Avenue intersection to improve circulation and overall safety for non-motorized travelers, including students on bicycles.

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		On-going	0 – 5 years		
DESIGN – 2	Where appropriate opportunities and sufficient right-of-way exists, the City will modify wide streets into boulevards with landscaped medians or landscaped strips between the roadway and sidewalks to visually and functionally enhance streets for pedestrian use.	X		CDD, ENG, PW	The City developed standard street widths to include landscaped medians and landscaped strips between roadways for minor and major collectors and minor arterials in 2015. No Action in 2016.
DESIGN – 3	The City will establish design standards and parking requirements for accessory dwelling units.	X		CDD	There has not been any work done to establish design standards and parking requirements for accessory dwelling units due to staff constraints. The City currently requires one parking space per accessory unit.
DESIGN – 4	Pursue improvements downtown that reduce effective Downtown street widths in relationship to building height and bulk, while allowing for automobile movements.		2015	CDD	The Downtown Specific Plan was adopted in 2015. No Action in 2016.
DESIGN – 5	Prepare comprehensive streetscape plans for Patterson Road, Atchison Street/Highway 108, 1 st Street, Claribel Road, Oakdale Road, Roselle Avenue, and Claus Road.		2015	CDD, ENG	A Streetscape plan for Patterson Road, east of Roselle Avenue is currently being developed to include Complete Streets Principles, including a Bicycle Path adjacent to the BNSF/Sierra Railroad. Other Streets and intersections will be improved as funds become available.

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		On-going	0 – 5 years		
DESIGN – 6	The City will define the edges, focal points, and landmarks of the Downtown. The City will establish gateways to Riverbank.	X		CDD	The Downtown Specific Plan identifies “gateways to Downtown” as 108/Patterson Road to the west and Atchison Street/Highway 108 to the east. Additionally, the revised DTSP expanded the east gateway, along Atchison Street.
DESIGN – 7	Adopt development standards that minimize environmental impacts of development through an appropriate balance of regulations and incentives	X		CDD	There has not been any work done to develop standards that minimize environmental impacts of development through appropriate balance of regulations and incentives.
DESIGN – 8	Projects shall provide artwork by a qualified artisan(s) within their developments as approved by the Director of Community Development	X		CDD	The Community Development Department, Planning Commission and City Council continue to consider artwork by qualified artisan(s) within development projects. This will continue to be approved by the Community Development Director.
Economic Development Element					
ED – 1	Continue to dedicate staff resources to economic development activities, and identify ways to improve upon existing initiatives	X		F, CDD, EDD	The Finance Department, Community Development Department and Economic Development Department continue to dedicate staff resources to economic development activities. No Action in 2016.

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		On-going	0 – 5 years		
ED – 2	Continue to identify funding resources, and apply for those resources for which the City of Riverbank qualifies	X		EDD, F	The City will continue to identify funding resources and apply for those resources for which the City of Riverbank qualifies.
ED – 3	Continue to leverage redevelopment funds to develop programs and initiatives that improve the physical environment and business climate within the project area	X		EDD, CDD	There has not been any work done to leverage redevelopment funds due to the demise of redevelopment.
ED – 4	Work with Modesto Junior College, Stanislaus Alliance Worknet, other public agencies, and private job training providers to develop and refine job training programs that meet the needs of private industry and prospective businesses seeking to locate in Riverbank	X		EDD	In 2016 City staff began meeting with Stanislaus Alliance Worknet , renamed Opportunity Stanislaus, to identify existing businesses that could use their help in applying for programs.
ED – 5	Identify opportunities to locate job training sites in Riverbank. Most of the existing job training and business assistance resources are based in Modesto. If a major facility development or expansion can be attracted to Riverbank, opportunities should be explored to base any resultant job training activities within Riverbank.	X		EDD, CDD	No action necessary. The Economic Development Department and Community Development Department will explore options for job training in Riverbank as opportunities arise when new expansion or development occurs.

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ED – 6	Implement a business outreach program that identified home-based businesses operating in Riverbank	X		EDD	No action in 2016.
ED – 7	Implement a business outreach program that prioritizes businesses and/or industry sectors that constitute the most prominent sources for jobs and fiscal revenue in Riverbank	X		EDD	No action in 2016.
Ed – 8	Assign City staff and personnel from appropriate agencies to a “rapid response” team that will respond to changes in the job training and workforce development needs for large employers in Riverbank	X		All Depts.	No Action in 2016.
Ed – 9	Develop specific marketing messages for different industry sectors, based on Riverbank’s strengths, market position, and future growth opportunities	X		EDD	No Action in 2016.
ED – 10	Refine business attraction targets to include business-to-business suppliers. Business suppliers would potentially include material distributors, services providers, and component manufacturing.	X		EDD	No action in 2016.
ED – 11	Systematically track available land, and available building vacancies. Continually update the information and identify the most efficient and cost-effective methods for distributing the information, including web-based systems.	X		CDD	The Community Development Department utilizes the City’s Geographical Information Systems (GIS) to track available land (vacant land).

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		On-going	0 – 5 years		
ED – 12	The City should contract with a sales tax accounting firm to provide customized and quarterly updated audits of the City's sales tax receipts	X		EDD	No Action in 2016.
ED – 13	Dedicate staff resources to tracking employment and payroll trends, in order to monitor progress toward community goals for economic development	X		EDD	No Action in 2016.
ED – 14	Implement a residential survey that includes information on where Riverbank residents work and their occupations	X		EDD	No Action in 2016.
Ed – 15	Facilitate the formation of business district committees, and assist those districts that wish to further explore the benefits and implementation steps for the creation of a Business Improvement District	X		EDD	In 2016 the Mayor held two meetings with downtown business representatives to facilitate the formation of a Business Improvement District.
ED – 16	Proactively use the business outreach process to identify priorities for business climate improvement	X		EDD	No Action in 2016.
ED – 17	Include the redevelopment agency in any efforts to improve the local business climate within the redevelopment district	X		EDD, CDD	There has not been any work done to include the redevelopment agency due to the demise of redevelopment.

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		On-going	0 – 5 years		
ED – 18	Initiate a hotel/lodging feasibility study to identify the types, numbers, and appropriate locations of lodging facilities that Riverbank could attract.	X		EDD	No Action in 2016 on a feasibility study but city staff contacted known hotel developers and provided them with information on building in Riverbank
ED – 19	Prioritize business attraction initiatives in the categories identified in Goal ED-6.	X		EDD	In late 2015 the City adopted a Grease Interceptor Loan Program and a Conditional Waiver to Install Grease Interceptors Program to encourage restaurants to locate in the downtown. No Action in 2016.
ED – 20	Identify options and preferred alternatives for rail spur locations and potential relocations, particularly as they pertain to the reuse of the Riverbank Army Munitions site.	X		CC, LRA	The Riverbank Industrial Complex Specific Plan (Former Army Ammunitions Plant) was adopted by City Council in March of 2013. The Plan identified options in regards to the rail spurs in and out of the Riverbank RAAP.
ED – 21	Initiate a retail leakage study in order to identify retail and other local-serving attraction opportunities that remain, and project the future growth in household retail demand and supportable establishments.	X		EDD	No Action in 2016.
ED – 22	Initiate a feasibility study that identifies market opportunities for entertainment and recreational uses in Riverbank, particularly as they apply to creating an arts district in downtown Riverbank.	X		EDD	No Action in 2016.

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		On-going	0 – 5 years		
ED – 23	Continue to identify and procure the necessary funding to fully implement the streetscape improvement plans identified in the Downtown Revitalization Plan.	X		F, EDD, CDD	No Action in 2016.
ED – 24	Continue to facilitate special events in downtown Riverbank.	X		P&R, F, EDD	During 2016, the Parks and Recreation Department held many successful events and will continue to do so in 2017. The largest event was the Riverbank Cheese and Wine Festival, where over 100 vendors were present and thousands of people attended.
ED – 25	Initiate a fiscal impact analysis that identifies fiscal costs and benefits associated with specific types of development.	X		F, EDD, CDD	No Action in 2016.
ED – 26	Identify options such as Zoning Code changes, corridor planning for older commercial areas, and specific plans for new growth areas that would implement and promote mixed use development.	X		CDD	No Action in 2016.
ED – 27	Prepare an urban design plan for downtown Riverbank to compliment business attraction, redevelopment strategies, and streetscape improvements.	X		CDD	The Downtown Specific Plan was adopted in 2015 and includes urban design standards for the Downtown area.
ED – 28	Continue to network with regional agencies as part of the City's economic development program, and include Latino/Hispanic business organizations as part of this strategy.	X		EDD	The City continues to network with regional agencies as part of the City's economic development program. No action necessary.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Conservation and Open Space Element					
CONS-1	1) Require development projects and subdivisions be consistent with, and implement land use planning and greenhouse gas emission reduction measures developed pursuant to the regional Sustainable Community Strategy. 2) Develop a Sustainable Agricultural Strategy to minimize the agricultural production loss to urban development	X		CDD, CC, PC	This Action is ongoing. Development Projects, as they are processed, are required to comply with the County’s Sustainable Community Strategy. The City of Riverbank Sustainable Agricultural Strategy was adopted by City Council in 2016.
CONS – 2	Adopt a “right-to-farm” ordinance that informs residents of ongoing agricultural practices at the edges of Riverbank and protects farmers and other agriculture interests from dumping, nuisance, complaints, and other problems typically associated with new residents on the City fringe.		X	CDD	No Action in 2016. The City of Riverbank Sustainable Agricultural Strategy was adopted by City Council in 2016.
CONS – 3	Seek funding to assist private owners in the preservation of buildings and site of historic importance	X		CDD, EDD	No Action in 2016.
CONS - 4	Seek funding for implementing energy efficient improvement and utilities infrastructure renewal projects	X		CDD, PW, EDD	No Action in 2016.

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		On-going	0 – 5 years		
Safety Element					
SAFE – 1	Work with the Department of the Army to ensure successful clean-up and reuse of the decommissioned Riverbank Ammunition Plant	X			The Riverbank RAAP was selected for closure as part of the Base Realignment and Closure (BRAC) plan of 2008. The Local Redevelopment Agency continues to work with the Department of the Army and the Federal Environmental Protection Agency to ensure the successful clean-up and reuse of the plant. In November of 2013, the Riverbank Industrial Complex Specific Plan was adopted by City Council. PCB clean-up is currently underway at the site.
SAFE – 2	Implement and periodically update disaster plans, including the City’s Emergency Operations Plan		X	CDD, EDD	In 2016 the City updated and adopted its Emergency Operations Plan.
SAFE – 3	Will coordinate with public safety service providers serving the City to ensure proper training and disaster preparedness and periodic testing of equipment and facilities	X			No Action in 2016.
SAFE – 4	Support the purchase and maintenance of proper emergency communication systems and equipment and other necessary tools dealing with emergencies.	X			No Action in 2016.

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		On-going	0 – 5 years		
Noise Element					
NOISE – 1	Update implementing ordinances related to noise consistent with the policies of this element and City redevelopment and revitalization planning	X		CC, PC, CDD	This action has not been implemented due to the demise of Redevelopment. The Community Development Department, City Council and Planning Commission will continue to implement the Noise element on a project-by-project basis, ensuring that specific projects do not affect adjacent land uses that may be sensitive, such as schools and residential.
NOISE – 2	Ensure that personnel charged with enforcing such ordinances are properly trained and equipped for on-site measurement techniques and other necessary tasks	X		CDD	Depending on the Project, a Noise Analysis may be commissioned to ensure that the project is consistent with the Noise Element of the General Plan and any applicable Ordinances. This may be done in-house or by an outside consultant.
NOISE – 3	Coordinate with StanCOG and Caltrans to ensure transportation planning and improvement programs are consistent with this element	X		CC, PC, CDD	The City Council, Planning Commission and Community Development Department will continue to work with StanCOG and Caltrans to ensure transportation planning and programs are consistent with the Noise Element.
Public Services and Facilities Element					
PUBLIC – 1	Coordinate with area reclamation districts, Stanislaus County, the City of Modesto, and other agencies and jurisdictions for planning and coordinating drainage programs and policies on an area wide and regional basis	X		CDD	No Action in 2016

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		On-going	0 – 5 years		
PUBLIC – 2	Develop a park master plan that describes the standards, design, land requirements, locations, planning, and funding to support the City's existing and future park system	X		P&R	In 2016 the Parks and Recreation Director issued a Request for Proposals and selected a consultant to draft a parks master plan when funding becomes available.
PUBLIC – 3	Update the water, wastewater, and stormwater drainage master plans at least every five years to ensure the appropriate level of service is maintained as the City grows, and to ensure that appropriate projects include a capital improvements planning and can be funded		Complete, 2015	CDD	The City's 2010 Urban Water Management Plan was adopted by City Council on January 27, 2015. The scope was defined to update the UWMP. The updated UWMP was adopted in 2016.
PUBLIC – 4	Coordinate with the United States Postal Service and other public agencies serving Riverbank, regarding needs for expansion, satellite locations, and other issues related to land use planning	X		CDD	No Action in 2016.
Air Quality Element					
AIR – 1	Develop a program to reduce daily emissions of nitrogen oxides	X		CDD	No Action in 2016.
AIR – 2	Develop a local greenhouse gas reduction program	X		CDD	No Action in 2016.

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AIR – 3	Pursue and use State and Federal funds earmarked for bicycle and transit improvements, transit-oriented planning and development, and other planning and improvement grant programs intended to encourage alternatives to automobile transportation	X		CDD, EDD, F	The City continues to pursue and use State and Federal funds earmarked for the programs listed in AIR-3.
AIR – 4	Coordinate with local irrigation districts, the County, Caltrans, and other interested parties to develop bikeways and pedestrian paths along canals, abandoned railroad lines, and other easements and rights-of-ways	X		CDD, P&R	The Community Development Department has been in discussion with Hetch-Hetchy Water and Power to develop a dog park or multi-use path on SFPUC Right-of-Way. No Action in 2016.
AIR – 5	Develop planning strategies and supportive ordinances addressing Downtown Riverbank and West Riverbank	X		CDD	No action in 2016.
AIR – 6	In planning and budgeting for transportation infrastructure, before considering constructing more roadway capacity, the City of Riverbank will consider measures to increase the capacity of the existing road network	X		CC, PC, CDD, PW, ENG	The Community Development Department, Public Works Department and Engineering will continue to consider measures to increase the capacity of the existing road network prior to considering constructing more roadway capacity. City Staff is currently revised the City's Standard Street Widths, which will incorporate DOT's directive of Complete Streets and LID Standards (MS4 Requirements). No Action in 2016

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		On-going	On-going		
AIR – 7	Coordinate with transit providers on the portion of long-range transit plans serving Riverbank and accommodate necessary facilities such as bus pull-outs, bus shelters, information kiosks, street furniture, lighting, etc.	X		CDD	The Community Development Department continues to consider transit plans serving Riverbank for new development.
AIR – 8	Require project proponents to prepare health risk assessments in accordance with Air District-recommended procedures as part of environmental review when the proposed industrial process has associated air emissions that have been designated by the State as a toxic air contaminant or, similarly, by the federal government as a hazardous air pollutant	X		CDD	The Community Development Department will continue to work with SJVAPCD to ensure that new projects are mitigating air quality impacts. Air Emissions are calculated and reviewed by SJVAPCD.

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2016 General Plan Annual Progress Report
Exhibit B: Housing Element Annual Progress Report – 2016
Reported Data – January 1, 2016 – December 31, 2016

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction: City of Riverbank
Reporting Period: January 1, 2016 – December 31, 2016

**Table C
Program Implementation Status**

Program Description (By Housing Element Program Name)	Housing Programs Progress Report – Government Code Section 65583 Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Goal 1: Identify adequate sites to meet the City's regional housing needs			
Program 1.1a. The City shall designate sufficient land at various densities to allow for the construction of sufficient housing to meet its legally adopted HCD Regional Housing Need Allocation (RHNA) between 2014 and 2023.	Policy 1.1. Ensure land use and zoning procedures accommodating affordable housing.	2014-2023	The City continues to work with developers of the Crossroads West Specific Plan. As part of this work, the City's Sphere of Influence expansion was approved by LAFCo in 2016 and the annexation and rezoning of the Specific Plan area is moving forward towards environmental analysis. The City will continue to work on this plan and EIR in 2017.
Program 1.1a. In conjunction with Program 1.1a, the City shall maintain its vacant sites inventory by facilitating the development of the Crossroads West Specific Plan and designate therein sufficient sites to accommodate the dwelling units identified in Table V-5, and specifically, those sites designated for higher density development.	Policy 1.1.	By End of Year 2017	As stated in Program 1.1, the City continues to work with the developers of the Crossroads West Specific Plan to maintain the units projected in Table V-5. The proposed Crossroads West Specific Plan maintains sufficient sites to accommodate low-, medium- and high-density development. Although the specific plan has not been adopted yet, the City continues to coordinate with the Developers to ensure that all intensities of development are met.
Program 1.1c. To meet the Unaccommodated Need from the 4 th Cycle identified in Program 1.1a and AB1233 Analysis located in Section VIII, the City will rezone the site(s) listed in Table VIII-7 and adopt a general plan amendment (if necessary).	Policy 1.1.	No later than December 31, 2016	This program was not met in 2016. The site identified in Table VIII-7 has not been rezoned to R-3 to accommodate higher density development. The City expects the rezone of this property, or another similar property in 2017.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Goal 2: Encourage the development of adequate housing to meet the needs of extremely low-, low-, and very low-income households			
Program 1.2a. Track changes in land availability and accomplishments in multi-family development in order to determine if further rezoning is necessary to better facilitate high-density developments.	Policy 1.2. Maintain an inventory of vacant and underutilized residential lands.	Ongoing and Annually	City staff continues to maintain the vacant and underutilized site inventory created as part of the 2014-2023 Housing Element. This program is ongoing. The City utilizes the City's GIS and update to the vacant and underutilized table in the Housing Element.
Program 1.2b. Update Geographical Information Systems (GIS) as changes to the land inventory occur. Provide this information to those interested in infill projects through updated layers viewable from the internet.	Policy 1.2	Ongoing	The City contracts with Stanislaus County for GIS services. The Stanislaus County GIS continues to show updated aerial and City information on parcels in Riverbank. This program is ongoing.
Program 2.1a. Seek assistance from non-profit developers, including Self-Help Enterprises and Habitat for Humanity to develop homes for lower-income families. The City will meet with non-profit developers to discuss available sites for affordable housing projects, potential funding sources, and actions the City can take to assist housing providers in obtaining funding.	Policy 2.1. Implement a proactive approach to encourage and gain support for multi-family developments.	Annually	As interest is received, City staff works with non-profit developers to identify suitable sites for development and identify constraints to developing in Riverbank. This program is ongoing.
Program 2.1b. Continue to assist developers of extremely low-, low-, and very-low income housing in the grant preparation process to help fund their developments.	Policy 2.1.	Bi-Annually and as project applications are received.	As applications are received, the City will offer assistance in preparing grant documents and supplementary reports to better assist in grant opportunities. This program is ongoing.
Program 2.1c. Encourage developers to include second dwelling units in new subdivisions as well as a variety of higher density options.	Policy 2.1	Ongoing	As applications are received, the City encourages developers to include Accessory Dwelling Units as well as higher density options. This program is ongoing.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 2.1e. Assist in the development of housing for farmworkers. Actions will include assistance with site identification and support of applications for funding.	Policy 2.1	Ongoing; Post Information by December 2017	No Action in 2016. City Staff will post information to the City's website by December 2017.
Program 2.1f. The City will work with the agricultural community, housing providers and agricultural groups to develop and build year-round and seasonal agricultural worker housing. This will require an analysis of prime agricultural areas in the City to identify suitable locations for at least 20 units of farmworker housing	Policy 2.1	Ongoing; Analysis by December 2017	As applications are received, the City will identify and encourage development of farmworker housing on specific sites. Analysis of sites has not begun. This program is ongoing.
Program 2.1g. The City will update the uses permitted in the R-1 and R-2 Zone to include Transitional and Supportive Housing as a permitted use. In addition, the City shall amend the Uses Permitted with a Use Permit in the C-1, C-2 and C-M Zone to remove Transitional and Supportive Housing.	Policy 2.1	By June 2016	This program has not yet been completed. The City will complete this program by the end of the 2017.
Program 2.1h. The City shall amend its Zoning Ordinance to comply with Health and Safety Act Sections 17021.5 and 17021.6 and permit Employee Housing/Farmworker Housing in the R-1 Zone	Policy 2.1	By June 2016	This program has not yet been completed. The City will complete this program by the end of the 2017. Will be completed in conjunction with Program 2.1g.
Program 2.1i. The City shall refer residents to the Valley Mountain Regional Center for housing and services available to persons with developmental disabilities.	Policy 2.1	2014-2023	As needed, the City will refer residents to the Valley Mountain Regional Center. The City has not yet pursued State and federal monies for direct support of housing construction and rehabilitation specifically targeted for housing for persons with developmental disabilities.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 2.1j. The City shall encourage housing development within the General Plan Infill Opportunity Area and specifically, sites designated Mixed Use.	Policy 2.1	2014-2023	As development applications are received, the City will encourage and provide opportunities for development within the Infill Opportunity Area.
Program 2.1k. Regional cooperation with homeless needs. The City shall participate in the Stanislaus County Housing and Support Collaborative (SCHSCC) and the Continuum of Care to help address homeless needs in Riverbank and Stanislaus County.	Policy 2.1	Ongoing; Coordinate with Stan County within 1 year	The City continues to support and be a part of the SCHSCC and Continuum of Care. This program is ongoing.
Program 2.2a. To ensure there is no net loss of residential development potential for the vacant sites designated Downtown Core, Mixed Use Neighborhood, and Downtown Neighborhood, as identified in the Downtown Specific Plan, the City shall encourage redevelopment in the Downtown area that results in a two to one replacement of any existing housing units displaced by redevelopment projects in the Downtown area.	Policy 2.2. Encourage revitalization and expansion of residential development and opportunities with the City's Downtown Specific Plan area.	2014-2023	This program will be analyzed as development applications are received. This program is ongoing. No new development projects were received for the Downtown Specific Plan Area in 2016.
Program 2.2b. In conjunction with Program 2.2a, the City shall coordinate with Developers and Non-Profit Housing Providers on the implementation of the Downtown Specific Plan.	Policy 2.2	Annually	As discussed above, the Downtown Specific Plan was approved in 2015. The City has yet to consider joint venture partnerships with developers and/or property owners to help facilitate land assembly, option agreements, and outright land purchase for projects consisting of attached single family and multi-family residential for lower income groups. This program will be considered as applications are received.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 2.2c. The City shall encourage the development of new housing of upper stories and mixed-use buildings in the Downtown Core area of the Downtown Specific Plan.	Policy 2.2	2014-2023	City staff continues to encourage mixed-use development within the City, including the Downtown Core. As applications are received, the City will assist in processing, site identification and information. Adopted in 2015, the Downtown Specific Plan allows for flexible land uses and mixed use oriented development.
Goal 3: Reduce or remove government constraints			
Program 3.1a. Continue to promote the use of Planned Development zones for developers who wish to deviate from setback, parking, or other standards which may limit their ability to develop at a desired density.	Policy 3.1. Promote efficient and creative alternatives to help reduce government constraints.	Ongoing	The City continues to promote PD zoning for developers that wish to deviate from City standards. This program is ongoing.
Program 3.1b. The City will waive fees for General Plan amendments intended solely to increase residential designations from low-to-medium density to medium-to-high density residential.	Policy 3.1	Ongoing	This program will be implemented as projects are received with proposed general plan amendments to increase density.
Program 3.1c. Continue to utilize computer software to help fast-track building permits, saving both developer and staff time.	Policy 3.1	Ongoing	This program is ongoing. The City continues to utilize computer software in the building permit process.
Program 3.1d. City shall review and amend to reduce the City's parking standards.	Policy 3.1	Review annually and make information available by Spring 2016	City staff continues to review the City's Parking Standard and has included the amendment as a task to be completed. The City's current parking standards are available online. The City expects the amendments to be completed in 2017.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 3.1e. Amend Section 150.30: System Development Fees of the Riverbank Municipal Code	Policy 3.1	Spring 2016	This program is complete. On October 27, 2015, the City Council adopted an Ordinance updating System Development Fee Section of the Riverbank Municipal Code.
Program 3.1f. The City must deliver to all public agencies or private entities that provide water and sewer services to properties within Riverbank a copy of the 2014-2023 Housing Element. The City will also establish a written procedure by the end of 2017 to provide water and sewer service to development with units affordable to lower income households	Policy 3.1	Prepare written procedures by the end of 2017	The City provides water and sewer service to the residents of the City. As such, a copy of the 2014-2023 Housing Element is available at City Hall for all City Departments to review. Written procedures will be drafted and finalized in 2017.
Program 3.1g. Assign primary contact for priority housing developments to assist with all necessary entitlements and assist navigating various local departments. Hold pre-application development conferences. Provide information about permit streamlining.	Policy 3.1	Ongoing	City staff continues to work with developers to assist in processing entitlements. Pre-Application meetings are available to assist in preparing full submittal packages and the point of contact with the City is still one (1) person.
Goal 4: Conserve and Improve the Condition of Existing Affordable Housing Stock			
Program 4.1a. Continue to actively seek State and federal funding for rehabilitation of homes.	Policy 4.1. Increase rehabilitation efforts.	Ongoing	The City did not successfully fund rehabilitation of homes in 2016. The City is hopeful that this program can be successful in 2017.
Program 4.1b. Maintain database of housing conditions and rehabilitation projects to track accomplishments and assist in future goals.	Policy 4.1	Ongoing	The City maintains information of conditions and assistance opportunities for homes identified for rehabilitation. This program will continue through 2017.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 4.1c. The City will conduct a Housing Condition Survey	Policy 4.1	December 2016	The City has not completed a Housing Condition Survey. This program will be implemented as funding becomes available to conduct the survey.
Program 4.2a. Discourage land division of sites currently zoned high-density residential.	Policy 4.2. Preserve current multi-family sites.	Ongoing	As applications are received that propose to subdivide sites that are zoned high-density residential, Staff will evaluate and make a written determination on the site constraints as a result of a proposed subdivided site.
Program 4.2b. Monitor any units that may be deemed at-risk for conversion into market-rate housing.	Policy 4.2	Ongoing	The City continues to monitor at-risk housing units. As discussed in the Housing Element, there are no at-risk housing units in the City. This program is ongoing.
Goal 5: Promote Housing Opportunities for All Persons Regardless of Race, Religion, Sex, Marital Status, Ancestry, National Origin, Color, Familial Status, or Disability			
Program 5.1a. The City will continue to promote equal housing opportunities for all persons.	Policy 5.1. Make programs and information available to all persons.	Ongoing	The City continues to implement this program. This program is ongoing.
Program 5.1b. Maintain the Draft General Plan Housing Element Review on the City's Website. Develop an evaluation matrix to determine the consistency between the Housing Element policies and programs and other Elements of the General Plan.	Policy 5.1	Annually, April 1 of each year	The 2016 Housing Element Annual Progress Report will be posted on the City's website for review. In addition, the Planning Commission and City Council will review the APRs at regularly scheduled meetings. Staff continues to develop a consistency matrix. This program is ongoing.

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 5.1c. To promote Public Participation in the Housing Element update, the City shall utilize the following actions: Public workshops posted in English and Spanish, partner with local Churches to present and solicit input, Public Notices shall be delivered in the Monthly water bill and printed in English and Spanish	Policy 5.1	Ongoing	The City will implement this program at the next Housing Element Cycle. Partner with a Church by 2021.
Goal 6: Promote Energy Conservation			
Program 6.1a. Continue to implement state energy-efficient standards, including the addition of energy-efficient conditions to planned development approvals	Policy 6.1 Continue to implement state energy-efficient standards	Ongoing	The City continues to implement state energy-efficient standards through the building permit process. Conditions are developed as part of the entitlement process to be consistent with state energy-efficient standards. This program is ongoing.
Program 6.2a. Include energy conservation guidelines as part of the development standards for specific plan areas.	Policy 6.2. Include energy conservation guidelines as part of the development standards for specific plan areas.	Ongoing	The City continues to implement this program as specific plans are developed. This program is ongoing
Program 6.3a. Continue to include weatherization as a typical repair in the City's housing rehabilitation program.	Policy 6.3. Provide weatherization assistance to low-income households.	Ongoing	No rehabilitation projects were completed by the City in 2016. The City will continue to pursue monies for rehabilitation projects, including projects that include weatherization.

General Plan Annual Progress Report
Attachment 1: Housing Element Annual Progress Report – 2016
Table A and Table B

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: February 14, 2017

Subject: A **Resolution** of the City Council Acknowledging the Responsibilities, Conditions, and Disbursement of CDBG “Over-the-Counter” Grant Funds in Support of the Local Redevelopment Authority’s Economic Development Activities at the Riverbank Industrial Complex

From: Sean Scully, City Manager

Submitted by: Debbie Olson, Executive Director
Melissa Holdaway, Administrative Analyst II

RECOMMENDATION

It is recommended that the City Council adopt the resolution that acknowledges the disbursement of Community Development Block Grant (CDBG) “Over-the-Counter” grant funds and understands the associated risks for non-attainment of job-related goals.

SUMMARY

The Local Redevelopment Authority applied for and received a grant totaling \$902,019 through CDBG “Over-the-Counter” program. One of the CDBG requirements of the receipt of funds is acknowledgement from the City’s governing body of the risks associated with disbursement of funds. The grant requires the adoption of a Resolution that acknowledges that in the event the project is not completed and the required numbers of jobs are not created, the City will be responsible for repayment of CDBG funds disbursed for the improvements.

According to the grant agreement, 24 jobs must be created before October 26, 2021.

BACKGROUND

The State of California Department of Housing and Community Development (HCD) has released the 2016 Notice of Funding Available for the Community Development Block Grant (CDBG) Program. The Notice of Funding Available (NOFA) announced that eligible public agencies could receive up to \$5,000,000 per year for an Economic

Development Over-the-Counter (OTC) grant. The grant is targeted for the creation or retention of jobs for low income workers. The successful applicant will support business with 51% of all created/retained jobs meeting the low/moderate income clientele.

The City of Riverbank applied for, and received, a grant in the amount of \$902,019 to finance public infrastructure at the Riverbank Industrial Complex/Park to meet the needs of Repsco, Inc. (“Repsco”), a recycled plastic slipsheet and pallet manufacturer.

The requested funds are going toward infrastructure improvements and electrical upgrades that are required for the expansion of Repsco’s manufacturing operation.

To date, Repsco has hired 18 employees and is interviewing more in anticipation of running a second line at the Riverbank Industrial Complex in the next 30 to 60 days. The 18 new hires will go against the total number needed to meet CDBG’s hiring requirements. It is anticipated that Repsco will meet the hiring goals well before the end of 2017.

If Repsco fails to hire the 24 employees needed to meet CDBG’s goal, the difference can be made up by hires of other tenant businesses advantaged by the improvements paid for with CDBG funds. Otherwise, the City would need to pay back HCD for the difference between the new hires and the goal. The LRA presumes that if a payback is necessary, it will come from leasehold revenue off the Riverbank Industrial Complex.

FINANCIAL IMPACT

There is no immediate financial impact. If the project fails to create 24 jobs by October 26, 2021, the City would be responsible for repaying the difference between what eligible jobs were created and the goal. The LRA anticipates that should the job count fall below the requirement, leasehold revenue could be used to repay the grantor.

STRATEGIC ALLIANCE

The attraction, retention and expansion of new and existing businesses is a key strategic goal.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, ACKNOWLEDGING THE RESPONSIBILITIES, CONDITIONS, AND DISBURSEMENT OF CDBG “OVER-THE-COUNTER” GRANT FUNDS IN SUPPORT OF THE LOCAL REDEVELOPMENT AUTHORITY’S ECONOMIC DEVELOPMENT ACTIVITIES AT THE RIVERBANK INDUSTRIAL COMPLEX

WHEREAS, the City of Riverbank applied for and received an allocation of \$902,019.00 grant funds from Community Development Block Grants (“CDBG”) through the California Department of Housing and Community Development (HCD) in support of the Local Redevelopment Authority’s economic development activities at the Riverbank Industrial Complex (“RIC”); and,

WHEREAS, funds will be used for infrastructure improvements and health and safety upgrades to the RIC; thereby, expanding leasable space, which allows utility of otherwise unusable industrial spaces; and

WHEREAS, these improvements will support the relocation of Repsco, Inc. from Denver, Colorado, to the RIC; and

WHEREAS, the City Council of Riverbank, is the governing body associated with disbursement of CDBG grant funds; and,

WHEREAS, the City of Riverbank, as grantee, accepts and will retain full responsibility for compliance with the grant terms and conditions; and,

WHEREAS, the City of Riverbank acknowledges that a condition of funding is the creation by Repsco, Inc. of twenty-four (24) new jobs by October 26, 2021; and,

WHEREAS, the City of Riverbank acknowledges that if the condition of creating the said number of jobs is not met, the City will be responsible for repayment of funds, which is the difference between the number of jobs created and the 24 jobs required; and

WHEREAS, the City of Riverbank, further acknowledges that the responsibility of any repayment of Grant funds by the City, will be made from the RIC lease revenues.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby accept the terms and conditions of the CDBG Block Grant and the use of the Grant funds for the economic development of the RIC.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a meeting held on the 14th day of February, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	February 14, 2017
Subject:	Personal Indoor Marijuana Cultivation
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council review the presented information regarding Personal Indoor Marijuana Cultivation and provide direction to staff.

BACKGROUND AND ANALYSIS

The Control, Regulate and Tax Adult Use of Marijuana Act, No. 15-0103, the California Marijuana Legalization Initiative, was passed by voters on November 8, 2016. Supporters refer to the initiative as the Adult Use of Marijuana Act or simply Proposition 64 ("Prop 64"). Prop 64 allows adults aged 21 years and older to possess and use marijuana for recreational purposes. According to the Act, municipalities that ban cultivation or retail sales will not be eligible to receive certain tax revenues meant to enhance law enforcement, fire protection, or other public safety programs.

In 2008, the City Council passed Ordinance 2008-005 placing a ban on medical marijuana dispensaries within the City. In order to maintain local land use control of medical and commercially grown marijuana, in 2015 the City adopted an ordinance prohibiting the sale, cultivation and distribution of medical marijuana, with a limited exception for personal indoor cultivation.

Under Prop 64, an individual is permitted to grow up to six (6) plants for recreational purposes within a private home, as long as the area is locked and not visible from a public place. The six plants are not per person like medical marijuana is but six plants per parcel. Previously only a medical patient with a doctor's letter could grow indoors in Riverbank pursuant to Riverbank Municipal Code ("RMC") §120.02 Medical Marijuana Cultivation. If desired by Council, a permitting process for indoor cultivation (examples, Attachments 1 and 2) which allows for police to conduct compliance inspections and building inspectors or code enforcement officers to conduct health and safety inspections to identify electrical problems and mold growth could be considered for

adoption at a future public hearing. Cities and special districts should have any commercial cultivation ordinances in place by January of 2018, when the State will begin issuing its permits and collecting taxes.

The City of Turlock will not be issuing permits for commercial or personal cultivation. They believe that issuing a permit would mean that the city is authorizing an activity that is illegal under Federal law. They will leave it up to their police department rather than code enforcement to enforce since there will be no land use ordinance to enforce.

Both the cities of Modesto and Patterson are holding workshops with their Councils on February 7, 2017 to ask for direction. They will discuss the entire range of options from Turlock's no action approach to full permitting of cultivation and retail like Coalinga, CA. The City of Waterford will issue permits for personal indoor cultivation (Attachment 2).

FINANCIAL IMPACT

In general, there is an unknown financial impact to cities associated with the regulation of marijuana cultivation. Permits for indoor personal cultivation should have fees that recoup the costs of permitting and enforcement.

ATTACHMENTS

1. Cultivation Permit Process example
2. City of Waterford example

DRAFT

Cultivation permit.

A. Prior to commencing any indoor marijuana cultivation, an applicant must obtain a marijuana cultivation permit from the chief of police or his or her designee. The following information will be required with the initial permit application and subsequent permit extensions:

1. A complete application including the physical site address of where the marijuana will be cultivated.
2. The name of each person owning, leasing, occupying, or having charge of any legal parcel or premises where marijuana will be cultivated.
3. A notarized signature from the owner of the property consenting to the cultivation of marijuana at the premises on a form acceptable to the city.
4. A signed consent form, acceptable to the city, authorizing city staff, including the police department authority, to conduct an inspection of the fully enclosed and secure structure or area of the residence used for the cultivation of marijuana upon twenty-four (24) hours' notice.

B. The initial permit shall be valid for no more than two (2) years and may be extended in increments of two (2) years.

C. To the extent permitted by law, any personal information submitted with a marijuana cultivation permit application or permit extension shall be kept confidential and shall only be used for purposes of administering this chapter.

D. The chief of police, or his or her designee, may, in his or her discretion, deny any application for a marijuana cultivation permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such permit, or extension thereof, would be detrimental to the public health, safety, or welfare. A prior criminal conviction may be grounds for denial. The chief of police may deny an application for a marijuana cultivation permit, or extension thereof, which does not demonstrate satisfaction of the minimum requirements of this chapter. Such denial shall be given to the applicant in writing and shall describe the grounds for the denial.

DRAFT

E. A person who is denied a marijuana cultivation permit under this section may appeal such denial within ten (10) days of the date the chief of police issues the written denial required by subsection (D) of this section.

F. Upon timely request by the person requesting the marijuana cultivation permit, the appeal hearing process and related procedures of a denial of its permit pursuant to this section shall proceed pursuant to the provisions of Riverbank Municipal Code (“RMC”) Chapter 99 Administrative Remedies.

G. The finance director shall establish a fee or fees required to be paid upon filing of an application for a permit as provided by this chapter, which fees shall not exceed the reasonable cost of administering this chapter.

Public nuisance.

It is hereby declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any parcel within the city of Riverbank to create a public nuisance in the course of cultivating marijuana plants or any part thereof. A public nuisance may be deemed to exist if such activity produces:

A. Odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public;

B. Repeated responses (more than three times in a one-year time period) to the parcel from law enforcement officers;

C. Repeated disruption (more than three times in a one-year time period) to the free passage of persons or vehicles in the neighborhood;

D. Excessive noise in violation of applicable city noise standards in the general plan or municipal code;

E. Any other impacts on the neighborhood which are disruptive of normal activity in the area.

Sale of medical marijuana prohibited.

It shall be unlawful for any person cultivating marijuana pursuant to this chapter to sell or offer for sale the marijuana permitted to be grown under this chapter.

Enforcement.

DRAFT

A. The violation of this chapter is hereby declared to be a public nuisance. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the amount provided in Penal Code Section 19, as may be amended from time to time, by imprisonment in the county jail not to exceed six (6) months, or by both a fine and imprisonment.

B. A violation of this chapter may be abated by the city attorney by the prosecution of a civil action for injunctive relief and by the abatement procedure set forth in RMC Chapter 99.

C. Abatement Procedure. The code enforcement officer and/or the chief of police, or his or her designee (hereafter the “enforcement official”), are hereby authorized to order the abatement of any violation of this chapter by following the abatement procedure as defined in RMC Chapter 99. In addition, the enforcement official may require the property owner or tenant to personally abate/remove all marijuana plants and improvements to the property that exceed the limits set by this chapter within twenty-four (24) hours.

Penalty for violation.

A. Cultivation of marijuana on parcels within the city that does not comply with this chapter is a misdemeanor subject to the penalties and enforcement.

B. The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any others, including those in RMC Chapter 99 and the Downtown Specific Plan section 3.7.6, and none of these penalties and remedies prevents the city from using any other remedy at law or in equity which may be available to enforce this chapter or to abate a public nuisance.



Public Hearing 4d

December 15, 2016

Tim Ogden, City Manager
City Council Staff Report

Introduction of Ordinance to Adopt Revisions to the Health & Safety Code - Title 8 Section 8.34 of the Waterford Municipal Code related to Marijuana Cultivation and Establish a Fee for the Administration of the Indoor Marijuana Cultivation Permit

SUMMARY:

The ordinance continues to prohibit commercial and outdoor cultivation of marijuana, but based on Proposition 64 voted in by the people of California, indoor cultivation cannot be prohibited after 6 plants. The ordinance proposes various health and safety regulations by way of a permit with the city for indoor marijuana cultivation for personal use. A fee for the permit will be determined at a future meeting. A moratorium remains in place for any indoor marijuana cultivation in the city limits.

FISCAL IMPACT:

The proposed regulations will warrant greater enforcement efforts by the city's Police Services, the Building Inspector and Code Enforcement Officer. With approvals of the Ordinance and future implementation of a permit application and establishment of a fee, these increased personnel costs should be borne by the permittee.

ANALYSIS:

On November 8, 2016, Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"), was approved by California voters and effective on November 9, 2016. At the November 17, 2016 City Council meeting, an interim urgency ordinance was approved on any indoor marijuana cultivation in the city limits for up to 45 days until reasonable regulations could be considered to address health and safety concerns.

The AUMA has legalized the nonmedical use of marijuana by persons 21 years of age and older, and the personal cultivation of up to six marijuana plants. It makes it legal for persons 21 years of age or older to: (1) smoke or ingest marijuana or marijuana products; (2) possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older, without compensation, 28.5 grams of marijuana, or 8 grams of concentrated marijuana; and (3) possess, plant, cultivate, harvest, dry or process up to six living marijuana plants for personal use.

Although persons 21 years of age or older may use and possess nonmedical marijuana under AUMA, their ability to engage in these activities is not unfettered. The law prohibits the smoking of marijuana in certain places. Moreover, individuals cannot possess marijuana on school grounds, and daycare centers, or in youth centers while children are present, or possess an open container of marijuana or marijuana products while driving, operating or riding in any vehicle used for transportation.

AUMA further provides that cities may prohibit possession and smoking in buildings owned, leased or occupied by the city, and that employers, including cities, may maintain a drug and alcohol-free work place by prohibiting the use, consumption, possession, transfer, transportation, sale, display or growth of marijuana in the work place.

Additionally, while outdoor cultivation may continue to be prohibited, indoor cultivation for personal use cannot be prohibited by the City, but it can be regulated. At the City Council's direction on November 17, 2016, staff have provided proposed regulations based on various health and safety concerns identified nationally by medical and public safety officials, including officials in Colorado and Washington with newfound experience.

The proposed regulations for the indoor cultivation of marijuana for personal use will be authorized with an approved Indoor Marijuana Cultivation Permit with the following regulations that will be submitted to the Building Department for approval, and appealed to the Administrative Hearing Board as necessary:

1. A person 21 years and older must plant, cultivate, harvest, dry, or process plants in accordance with this chapter.
2. The marijuana plants and anything produced by the plants must be kept within the person's private residence, or an accessory structure located upon the grounds of a private residence that is fully enclosed and secure, and is not visible by normal unaided vision from a public place.
3. Not more than six living plants may be planted, cultivated, harvested, dried, or processed at one time, but outdoor cultivation, harvesting, or processing will continue to be prohibited at all times.
4. Permit applicant shall provide written and signed consent of the property owner where the indoor cultivation of marijuana is located, and evidence that the applicant resides full-time on the premises and as reflected by utility accounts. The residence shall remain occupied, and required to maintain a functioning kitchen and bathroom(s) and the use of primary bedrooms for their intended purposes.
5. The property used for indoor cultivation of marijuana shall be a residential unit or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure, and not visible by normal unaided vision from a public place located in a residential or commercial zone.
6. The application must include verification that Waterford Police Services will confirm, that the property owner, legal tenant, and/or operator of the indoor cultivation has not been convicted of an offense including, but not be limited to, the following:
 - (A) A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.
 - (B) A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code.
 - (C) A felony conviction involving fraud, deceit, or embezzlement.
 - (D) A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - (E) A felony conviction for drug trafficking with enhancements.
7. The applicant must submit plans prepared by licensed professionals reflecting the cultivation area including:
 - (A) Ventilation and filtration systems as prepared by a licensed mechanical engineer;
 - (B) Electrical plans with load calculations as prepared by a licensed electrical engineer;
 - (C) Building plans for building alternations as prepared by a licensed engineer;
 - (D) Plans reflecting how the cultivation area is locked and inaccessible to minors, and if inside an accessory structure to a private residence located upon the grounds of a private residence that it is fully enclosed, secure, and not visible by normal unaided vision from a public place.
8. Generators or gas products used to power electrical or lighting fixtures or equipment shall be prohibited.

9. Use of volatile solvents shall be prohibited, including, but not limited to: (1) explosive gases, such as Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O₂ or H₂; and (2) dangerous poisons, toxins, or carcinogens, such as Methanol, Iso-propyl Alcohol, Methylene Chloride, Acetone, Benzene, Toluene, and Trichloro-ethylene, unless evidence of a current license to operate such solvents is provided.
10. The application shall include proposed indoor signage identifying the secured space where cultivation is occurring, including identification of any chemicals, fertilizers and pesticides located in the space or in the operation of the cultivation to aid public safety officials in times of emergency response to the location.
11. Initiation of a permit application will trigger a pre-inspection by the Building Inspector to ensure that the building and/or accessory structure fully complies with the Uniform Building Code, California Building Code, and applicable municipal codes. Upon issuance of the permit, another inspection will be made by the Building Inspector to ensure approved plans were followed. Additional inspections will be performed over the term of the permit and the Building Inspector and/or Code Enforcement Officer will provide 24 hour notice before the inspection is done per the signed consent form to ensure compliance with the permit regulations. If the inspection is denied, the permit will be immediately revoked, and an administrative hearing process with penalties as outlined in Waterford Municipal Code Section 1.18 Administrative Penalties will begin with the Code Enforcement Officer.
12. The permit will expire after 12 months and must be renewed annually with approval from the Building Department to be in compliance if indoor personal use marijuana cultivation is to continue. (Ord. 2017-XXX).

Ordinance Process:

Ordinance 2017-03 is being introduced for a first reading by title only as a public hearing item. If the City Council takes action to approve the introduction and first reading, thereafter a summary of Ordinance 2017-03 will be published in the Waterford News. A second reading will be considered on January 19, 2016. Additionally, it is anticipated that a proposed permit fee and application will be ready for approval by the City Council.

After adoption and within 14 days of passage, the Ordinance Summary will be published in the Waterford News together with the names of the members of the City Council voting for and against same. This Ordinance will become effective and be in full force on and after thirty (30) days of its passage and adoption.

ENVIRONMENTAL REVIEW:

N/A

ATTACHMENTS:

- **Ordinance 2017-03**
- **Ordinance Summary 2017-03**