



CITY OF RIVERBANK
**REGULAR CITY COUNCIL AND THE
LOCAL REDEVELOPMENT AUTHORITY BOARD
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, DECEMBER 12, 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 There are 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.

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 November 14, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.B-1: Approval of the November 28, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.C: Acceptance of the Slurry Seal Project 2017 Conducted by American Pavement Systems, Inc. and Authorization to File a Notice of Completion

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

4. UNFINISHED BUSINESS

Item 4.1: **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2017-011 Approving the Rezoning of 2.4 Acres Located at 2644 Morrill Road (APN 075-030-001) to Multiple Family Residential (R-3) Zone** – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2017-011, and consider its adoption by roll call vote.

5. PUBLIC HEARINGS

The public notices for Item 5.1 and 5.2 were published in the Riverbank News on November 29, 2017.

Item 5.1: **The First Reading by Title Only and Introduction of a Proposed Ordinance Approving Development Agreement No. 01-2017 By and Between the City of Riverbank and Pacafi Cooperative, Inc., a California Cooperative Corporation Doing Business as Flavors, for a Commercial Cannabis Dispensary** – It is recommended that the City Council conduct the public hearing for the first reading and introduction of the proposed ordinance and consider its approval, which will initiate the second reading by title only at January 9, 2018, regular City Council meeting or soon thereafter to consider its adoption. At a Planning Commission Public Hearing on November 21, 2017, the Commission voted 3-1 to recommend adoption of the proposed ordinance.

Item 5.2: **Consideration of:**

- 1) **A Resolution Approving the General Plan Amendment No. 01-2016 Redesignating 9.1 ± Acres to Low Density Residential (LDR) Located at 6272 Central Avenue (APN 062-021-008), a Project Known as River Run; and**
- 2) **The First Reading by Title Only and Introduction of a Proposed Zoning Ordinance Amendment No. 01-2016 Approving the Rezoning of 9.1± Acres to Planned Development, Located at 6272 Central Avenue (APN 062- 021-008) a Project Known as River Run; and**
- 3) **A Resolution Approving the Request of R&K Lowe 1997 Revocable Trust for Tentative Map Application No. 01-2016 to Subdivide 9.1± Acres into 51 Planned Development Single Family Residential Lots**

It is recommended that the City Council consider the proposed resolutions and conduct the related public hearing for the first reading and introduction of the proposed ordinance and consider its approval, which initiates the second reading by title only at the January 9, 2018, regular City Council meeting or soon thereafter to consider its adoption. The project consists of a General Plan Amendment, a Rezone, and Tentative Map Application to subdivide approximately 9.1± acres into 51 single-family detached residential lots (overall residential density of 5.6 du/acre), one (1) drainage basin in the project, associated street, sewer, water, and storm drainage improvements. At a Planning Commission public hearing on November 21, 2017, the Commission voted 3-1 recommending approval of the proposed resolutions and adoption of the ordinance.

Item 5.3: **A Resolution Authorizing the Unilateral Implementation of the City's Last, Best, and Final Offer on the Riverbank Mid-Management Employees' Association** – It is recommended that the City Council unilaterally implement the City's last negotiation offer, dated October 12, 2017, ("Last Offer") to the Riverbank Mid-Management Employees' Association, ("RMMEA") included as Attachment A.

6. NEW BUSINESS

Item 6.1: **A Resolution Approving the Appointments of John Dinan, Robert Ball, and Melissa Hughes (Alternate) to the Planning Commission, Effective January 2018** - It is recommended that the City Council fill the expiring Planning Commission seats currently held by Commissioners Scott Mc Ritchie and Anthony McKinney by:

- 1) Approving the transfer and appointment of John Dinan from the Alternate Seat to a Primary Seat (4-year term); an

- 2) Approving applicant Robert Ball to a Primary Seat (4-year term); and
- 3) Approving applicant Melissa Hughes to the Alternate Seat (2-year term)

Item 6.2: **A Resolution Approving the Appointments of Benjamin Reuben and Darlene Patrick as Primary Budget Advisory Committee Members and Wayne Mott as the Alternate Member, Effective January 1 2018, to Serve A Two-Year Term, Expiring December 31, 2019** Council to consider appointing Benjamin Reuben and Darlene Patrick as members of the Budget Advisory Committee. Additionally consider appointing Wayne Mott as an alternate member of the Budget Advisory Committee.

Item 6.3: **Consider Adoption of a Resolution Approving the Execution of the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Riverbank** – It is recommended that the City of Riverbank City Council consider adoption of Resolution Approving the Execution of the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Riverbank.

LRA Item 6.4: **Approve a Resolution Authorizing the City Manager to Request and Execute a Supplemental Lease Amendment No. 2 to the U. S. Army Lease DACA05-1-16-516 Between the Secretary of the Army and the City of Riverbank to Extend the Interim Lease Through March 31, 2019** – It is recommended that the Local Redevelopment Authority (“LRA”) Board of Directors (“Board”) authorize the City Manager to provide notice to the Army of their intention to exercise an option to extend the term of the Interim Lease, and when received, execute the Supplemental Agreement No. 2 to the Army Lease DACA05-1-16-516 (“Interim Lease”) and thereby extend the Interim Lease agreement through March 31,

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 adjourning to Closed Session.

Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (3) potential cases

9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** (3) potential cases

ADJOURNMENT – The next regular meeting is on Tuesday, Jan.9, 2018, at 6:00 p.m.

NOTICE OF CANCELLATION:

The Regular City Council Meeting of December 26, 2017, is canceled.

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 8th day of December, 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 aguilar@riverbank.org

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	December 12, 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:	December 12, 2017
Subject:	Approval of the November 14, 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 November 14, 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. November 14, 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, NOVEMBER 14, 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: Mayor/Chair Richard D. O'Brien
Present 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

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *There were no changes.*

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.

No one declared a conflict.

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.

No one spoke.

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 October 24, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.B-1: Approval of the October 30, 2017, Special City Council Minutes.

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

ACTION: *By motion moved and seconded (Barber-Martinez / Jones Cruz / passed 5-0) to approve Consent Calendar Items 3.A through 3.B-1 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 There were no items to consider.

5. PUBLIC HEARINGS

The public notice for Item 5.1 was published in the Riverbank News on 9/27/2017; the Continuance Notices were posted as required on 10/11/2017 and 10/25/17. The public notice for Item 5.2 was published in the Riverbank News on 10/25/17 and 11/01/17. The public notice for Item 5.3 was published in the Riverbank News on 11/01/17.

Item 5.1: **Consideration to Table the Public Hearing for the Adoption of a Resolution to Approve the City's Final Budget for Fiscal Year 2017-2018** – The City's labor negotiations continue and therefore it is recommended that the City Council conduct the public hearing and table the matter by:

1. Opening the public hearing;
2. Receive comments;
3. Close the public hearing; and
4. By roll call vote, table the public hearing item until a future date can be determined. (All noticing requirements will be conducted for the date determined.)

City Manager Sean Scully presented the staff report.

Mayor O'Brien opened the public hearing at 6:05 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Jones Cruz / Campbell / passed 5-0) to table the Item and agendaize it at a future date for consideration.*

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

Item 5.2: **A Resolution [No. 2017-073] of the City Council of the City of Riverbank Authorizing an Application Fee for the Administrative Cultivation Permit (Personal Indoor Cannabis Cultivation)** – It is recommended that the City Council consider approving the resolution establishing an application fee for the administrative personal cultivation permit for personal indoor grows.

City Manager Sean Scully presented the staff report.

Mayor O'Brien opened the public hearing at 6:11 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 4-1) to adopt Resolution No. 2017-073 to Authorize an Application Fee for the Administrative Cultivation Permit (Personal Indoor Cannabis Cultivation) as presented. Motion carried by City Council roll call vote.*

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

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

Item 5.3: **A Resolution [No. 2017-074] Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2017 Funding Year of the State CDBG Program** – It is recommended that the City Council conduct the Public Hearing for public comment, and consider authorizing the submittal of an application for funding and the execution of a grant agreement and any amendments thereto from the 2017 Funding Year of the State CDBG Program.

Assistant City Manager/Finance Director Marisela Garcia presented the staff report.

Mayor O'Brien opened the public hearing at 6:14 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to adopt Resolution No. 2017-074 to approve an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2017 Funding Year of the State CDBG Program 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

6. NEW BUSINESS

Item 6.1: **Approval of Six Month Strategic Objectives (October 30, 2017 – April 15, 2018)** – It is recommended that the City Council approve the Six Month Strategic Objectives that were developed during the Strategic Planning Session held on October 30th 2017.

City Manager Sean Scully presented the Strategic Plan.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 5-0) to approved the Six Month Strategic Objectives (October 30, 2017 – April 15, 2018) 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

Item 6.2: **A Resolution [No. 2017-075] Approving the Accounting Technician Job Classification and Salary Range and Appropriating Funds in the Fiscal Year 2017-18 Budget** – It is recommended that the City Council consider approving the Accounting Technician Job Classification and Salary Range and Appropriating Funds for this position in the Fiscal Year 2017-18 Budget.

Assistant City Manager/Finance Director Marisela Garcia presented the staff report. City Council and Staff discussed the item.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 5-0) to adopt Resolution No. 2017-075 to approve the Accounting Technician Job Classification and Salary Range and Appropriating Funds in the Fiscal Year 2017-18 Budget, 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

- *City Manager Sean Scully announced the City's Christmas season activities, and the solicitation of Request for Proposals for a Riverbank Industrial Park Master Developer.*

Item 7.2: Council/Authority Member

- *Council/Authority Member Barber-Martinez thanked the Royal Neighbors organization for providing a Veterans luncheon, and thanked staff for posting signs at project locations around the City to announce the use of Measure L funds.*
- *Vice Mayor/Chair Jones Cruz commented on the positive feedback of the display of [U.S.] flags displayed in recognition of Veterans Day.*

Item 7.3: Mayor/Chair

Mayor/Chair O'Brien: 1) announced that the annual nonprofit organizations and City Council [special] meeting will be scheduled in January; 2) commented that he, along with the City Manager, will be looking into stepping up code enforcement; 3) announced that in the next two weeks the City of Riverbank and Stanislaus County will begin initial discussions on the tax sharing agreements, and requested to receive, from the City's legal counsel, the final date to opt out of the agreement; 4) commented on the need to make a maximum effort on the completion of the Crossroads Specific Plan; and 5) requested an update on the properties at the Riverbank Industrial Complex, and identification of the regulatory issues and how to resolve them with the U.S. Army for the transfer .

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.

LRA Item 8.1: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 062-031-005

Agency Negotiator: Sean Scully, City Manager and Debbie Olson,
LRA Executive Director

Property Negotiator: Jesse Fernandez, WC Trucking

Item 8.2: CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

Agency representative: City Manager Sean Scully

Employee organizations: Riverbank Miscellaneous Employees

Riverbank Mid-Management Bargaining Unit

Unrepresented Executive Management

Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government
Code § 54956.9: (3) potential cases

Mayor/Chair O'Brien announced the Closed Session Items and opened the Items for public comment; no one spoke. The meetings were recessed and City Council and the LRA Board went into Closed Session at 6:27 p.m.

9. REPORT FROM CLOSED SESSION

Mayor/Chair O'Brien reconvened the meetings at 7:55 p.m.

LRA Item 9.1: Report from Closed Session LRA Item 8.1: **CONFERENCE WITH
REAL PROPERTY NEGOTIATORS**

Chair O'Brien reported that direction was provided to staff.

Item 9.2: Report from Closed Session Item 8.2: **CONFERENCE WITH LABOR
NEGOTIATORS**

Mayor O'Brien reported that direction was provided to staff.

Item 9.3: Report from Closed Session Item 8.3: **ANTICIPATED LITIGATION – (3)
potential cases**

Mayor O'Brien reported that direction was provided to staff.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:57 p.m.

ATTEST: *(Adopted 12/12/2017)*

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B-1**

SECTION 3: CONSENT CALENDAR

Meeting Date:	December 12, 2017
Subject:	Approval of the November 28, 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 November 28, 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. November 28, 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, NOVEMBER 28, 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: Mayor/Chair Richard D. O'Brien
Present 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

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *There were no changes.*

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.

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.

Riverbank Library Manager Vicky Holt provided an update on library activities.

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.

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 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 There were items to consider.

5. PUBLIC HEARINGS

The public notice for Items 5.1 was published in the Riverbank News on 11/15/2017. A 300 ft. Notification letter was mailed on 11/09/17 to Property Owners listed on the latest equalized assessment rolls.

Item 5.1: Consideration of:

A Resolution [No. 2017-076] Approving the General Plan Amendment 02-2017 Redesignating 2.4 Acres Located at 2466 Morrill Road (APN 075-030-001) to Higher Density Residential (HRD); and

Introduction and First Reading by Title Only of a Proposed Ordinance [No. 2017-011] Approving the Rezoning of 2.4 Acres Located at 2644 Morrill Road (APN 075-030-001) to Multiple Family Residential (R-3) Zone

It is recommended that the City Council approve the resolution and conduct the public hearing for the first reading of the proposed ordinance to consider its approval; if approved, the second reading of the ordinance by title only will be scheduled for the next regular City Council meeting on December 12, 2017, to consider its adoption.

Planning and Building Manager Donna Kenney presented the staff report; clarified that there was no current project for the site, and that this item was a City initiated item pursuant to the City's Housing Element that was adopted in 2016.

Mayor O'Brien opened the public hearing at 6:13 p.m.

- Stacy Sandoval, Riverbank, spoke in opposition of building apartments and various related concerns.*

Mayor O'Brien closed the public hearing at 6:21 p.m.

City Council and Staff discussed the item.

Vice Mayor Jones Cruz spoke in regards to her concerns of the proposed zoning and was opposed to building apartments on the site; however, understood the need to be in compliance with the Housing Element.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 4-1) to adopt Resolution [No. 2017-076] approving the General Plan Amendment 02-2017 Redesignating 2.4 Acres Located at 2466 Morrill Road (APN 075-030-001) to Higher Density Residential (HRD). And, to approve the first reading and introduction of the proposed Ordinance [No. 2017-011] to initiate a second reading by title and consider its adoption on December 12, 2017, as presented.*

Motion carried by City Council roll call vote.

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

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

6. NEW BUSINESS

Item 6.1: **Consideration of a Resolution to Waive the Facility Use Fees for Use of the Community Center by the Kiwanis Club of Riverbank for a Super Bowl Pancake Breakfast Fundraiser and the Appropriation of Funds to the Enterprise Fund** – It is recommended that the City Council consider the request submitted by the Kiwanis Club of Riverbank to waive the facility use fees for use of the Community Center.

Councilmember Barber-Martinez recused herself from this item, stating that she was a CEO of a nonprofit organization, and although did not really have a conflict, she did not want to have any participation in the discussion; she exited the Council chambers at 6:33 p.m.

Parks and Recreation Director Sue Fitzpatrick presented the staff report.

City Council and Staff discussed the item.

Public Comment: Mr. Al Smith, Kiwanis Club Member spoke in favor of a full waiver.

Ms. Nancy Tuguey, Kiwanis Club member, spoke in favor of a partial fee.

ACTION: *By motion moved and seconded (Campbell / Fosi) to deny approval, unless we [the City] could modify this [process] at a future meeting in regards to fairness [of the approval of waivers].*

City Council and Staff discussion ensued in regards to the true cost of the expenses incurred for the rental of the facility and to make a fair, scalable decision to what the situation deems. Mayor O'Brien directed (without objection) to charge the Kiwanis Club the full cost if they were to proceed with their event prior to the presentation of a true cost analysis.

By motion moved and seconded (O'Brien / Campbell / passed 4-0) to: 1) by consensus, rescind the previous motions made; and 2) table the item to allow for City staff to conduct a true cost analysis of expenses incurred for facility rental;

to be presented at the January 9, 2018, City Council meeting, and to also reconsider the Kiwanis Club waiver request on January 9, 2017.

Motion carried by unanimous City Council roll call vote.

AYES: Fosi, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Councilmember Barber-Martinez returned to the Dais at 7:06 p.m.

Item 6.2: **A Resolution [No. 2017-077] Approving a Memorandum of Understanding with the Riverbank Miscellaneous Employees Bargaining Unit for the term of July 1, 2017 to June 30, 2018, Regarding the Salaries, Benefits, Hours, and Other Terms and Conditions of Employment** – It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit.

Assistant City Manager/Finance Director Marisela Garcia presented the staff report.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 5-0) to adopt Resolution No. 2017-077 Approving a Memorandum of Understanding with the Riverbank Miscellaneous Employees Bargaining Unit for the term of July 1, 2017 to June 30, 2018, Regarding the Salaries, Benefits, Hours, and Other Terms and Conditions of Employment, 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

Item 7.2: Council/Authority Member

- *Council/Authority Member Campbell reported on his attendance of the Boats and Waterways Committee meeting with Councilmember Barber-Martinez, and commented on the need for community volunteers.*
- *Council/Authority Member Barber-Martinez announced the community service activities.*

Item 7.3: Mayor/Chair

Mayor/Chair O'Brien announced that he interviewed 10 applicants for the Planning Commission, who will be recommended next month to the City Council for appointment, and

some applicants who were not selected had interest in serving on the Budget Advisory Committee.

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: City Manager Sean Scully

Employee organizations: Riverbank Miscellaneous Employees

Riverbank Mid-Management Bargaining Unit

Unrepresented Executive Management

Item 8.2: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (3) potential cases

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 7:33 p.m.

Item 9.1: Report from Closed Session Item 8.1: CONFERENCE WITH LABOR NEGOTIATORS

Mayor O'Brien announced that direction was provided to staff.

Item 9.2: Report from Closed Session Item 8.2: ANTICIPATED LITIGATION – (3) potential cases

Mayor O'Brien announced that direction was provided to staff.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:33 p.m.

ATTEST: (Adopted 12/12/2017)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	December 12, 2017
Subject:	Acceptance of the Slurry Seal Project 2017 Conducted by American Pavement Systems, Inc. and Authorization to File a Notice of Completion
From:	Sean Scully, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Slurry Seal Project 2017 and authorize staff to file a Notice of Completion.

SUMMARY:

American Pavement Systems, Inc. has completed the construction of the Slurry Seal Project 2017. William Kull, City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The Slurry Seal Project 2017 consisted of a fiberized micro surface slurry seal and was completed on 28 road sections totaling 17,100 square feet of local roads. The project consisted of a slurry seal to extend the service life and prevent further deterioration of the identified roadways. The Stanislaus Council of Governments (StanCOG) selected Nichols Consulting Engineers to perform a regional update of the Pavement Management Program for all member agencies. Through this analysis a maintenance and rehabilitation decision tree was established, which identifies preventive maintenance treatments based on the Pavement Condition Index (PCI). The PCI is a measurement of pavement grade or condition that ranges from 0-100. An example would be a newly constructed road will have a PCI of 100, while a failed road will have a PCI of 25 or less.

The contract was awarded on October 24, 2017 to American Pavement Systems, Inc. in the amount of \$143,835.65. No Contract Change Orders were issued for this project.

It is recommended that the Council accept the Slurry Seal Project 2017 as complete and authorize the Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

The total cost of construction is \$143,835.65. The total project was completed on budget which was programmed in the Measure L (loan from Local Transportation Funds) of \$130,000 and Local Transportation Funds (LTF) Budget of \$13,835.65.

STRATEGIC PLAN

This item directly relates to the City's strategic goal to "Maintain and Improve the City's Infrastructure and Service Delivery Systems".

ATTACHMENTS:

1. Notice of Completion
2. Site Map
3. Street List

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATE

CITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Riverbank
(Print Full Name)
3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367
(Address, City, State, Zip)
4. The nature of the title of the undersigned is:
☒ Owner in Fee, **or** ☐ Vendee (Buyer) under Contract of Purchase, **or**
☐ Lessee, **or** ☐ Other
If "Other," briefly list or describe appropriate designation or title _____
5. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
Co-owner's Name(s) Co-owner's Complete Address (Number and Street, City, State, Zip)
N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individual(s) (if no transfer was made, insert the word "none"):
Co-owner's Name(s) Co-owner's Complete Address (Number and Street, City, State, Zip)
N/A

7. A work of improvement on the property described below was completed on December 12, 2017
(Date of Completion)

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the merchantability or fitness for a particular purpose, or as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 34809 • NOTICE OF COMPLETION (Civil Code Section 3093) • (Revised 12.03) • © Cowdery's 2005



8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") American Pavement Sysytems, Inc.

If notice covers completion of contract for only part of the work of improvement, check box and complete:

- ☒ The kind of work done or finished was asphalt slurry seal on 17,100 sq. ft. of local roads.
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

9. The property on which the work of improvement was completed is in the City of Riverbank,
County of Stanislaus, State of California, and is described as follows:
Slurry Seal Project 2017
(Set Forth Description of Jobsite Sufficient for Identification, Using Legal Description if Possible)

10. The street address of the said property is various roads in Riverbank, CA 95367
(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 12th day of December, 2017
(Day) (Month) (Year)

(Owner's Signature)

City of Riverbank
Laura Graybill, Project Coordinator
(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

I am the person who signed the foregoing notice. I have read and understand the above notice and know its contents, and the facts stated therein are true and correct to the best of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in City of Riverbank, County of Stanislaus, State of California
on this 12th day of December, 2017
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Project Coordinator

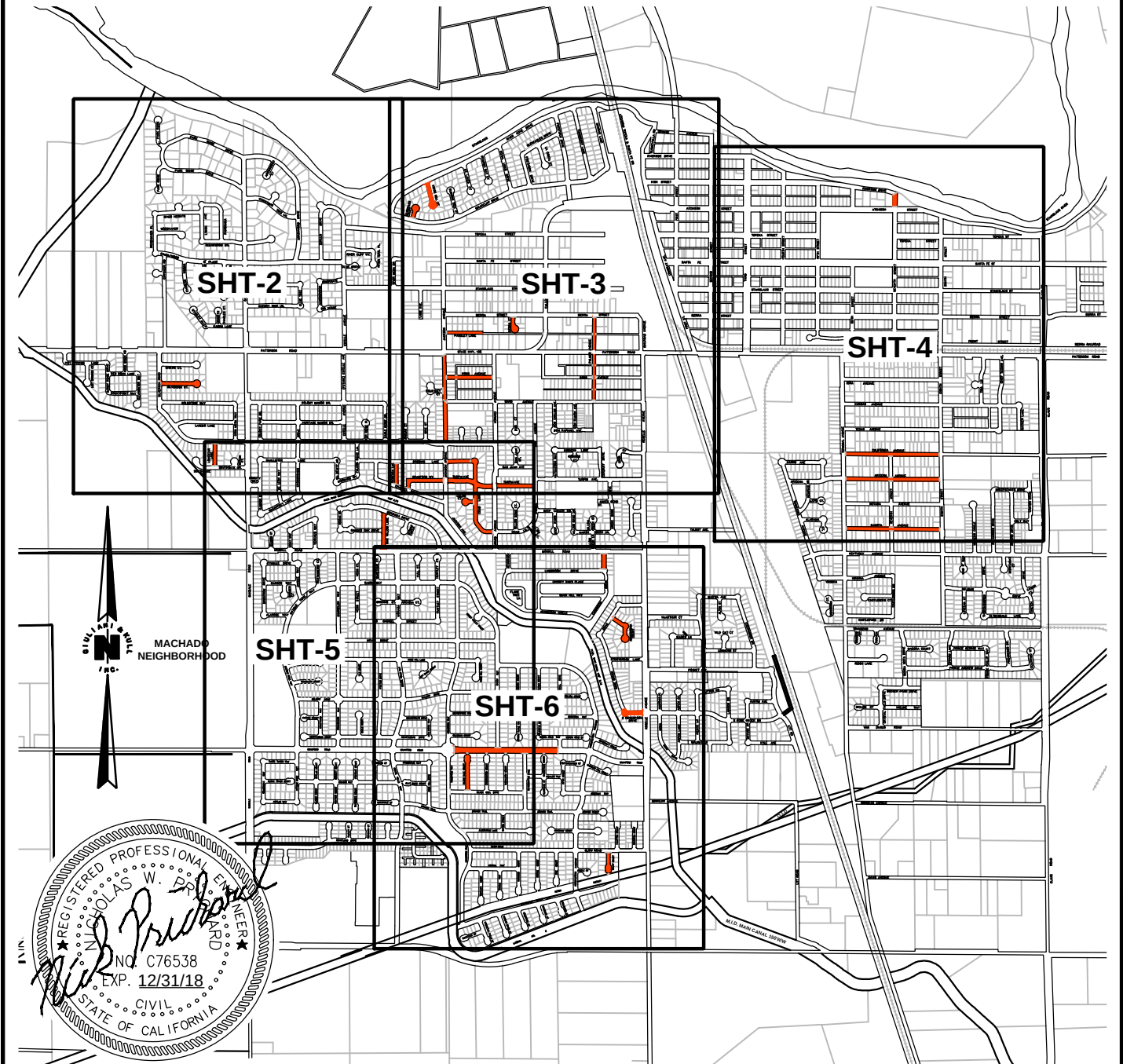
This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (see CA Civil Code § 3093). For this purpose an "owner" is the person who causes a building, improvement, or structure to be constructed, altered, or repaired, whether the interest or estate is in fee, as a vendee (buyer) under contract or purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (CA Civil Code §§ 3092(g), 3093). **This form is for use with a private work of improvement only, and is not intended for public sector applications.**

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against

the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (CA Civil Code §§ 3115, 3116).

The owner must record the notice in the office of the county recorder of the county where the site is located within ten (10) days after the work of improvement is completed (CA Civil Code § 3093(e)). This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield owner properly (CA Civil Code § 3117).

CITY OF RIVERBANK SLURRY SEAL PROJECT 2017



GK Giuliani & Kull, Inc.
Engineers • Planners • Surveyors
440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
(209) 847-8726 Fax (209) 847-7323
Auburn • San Jose • Oakdale

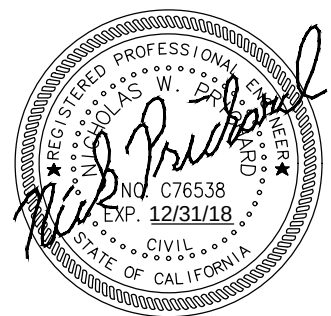
SCALE	1" = 2000'
DRAWN BY	JRS
CHECKED BY	NWP
JOB NO.	17170
SHEET	1 OF 7

COVER SHEET - 2017
RIVERBANK SLURRY SEAL PROJECT
RIVERBANK, CALIFORNIA

Section ID	Street Name	G&K-Length	G&K-Width	G&K-Area
184	7TH ST	160	40	6,800
280-A	ARIZONA AVE	1250	35	46,315
1109-A	BRADFORD WY	565	35	24,000
1118	CALEB CT	150	32	7,830
115	CALIFORNIA AVE	1250	40	49,000
918	CARNWOOD DR	265	35	11,300
1145-A	COAD LN	775	35	27,150
1147	COAD LN	230	35	8,350
562-A	CRAWFORD RD	1350	45	55,070
286	DAKOTA AVE	1250	35	45,850
1148	DOBBINS LN	370	35	14,900
925-A	JACKSON AVE	1200	35	43,960
1169	KINGS MILL CT	350	35	16,300
359	LONESTAR LN	310	35	10,600
713-A	OAK WILLOW LN	480	32	19,000
945	PALMER AVE	450	34	15,450
946-A	PALMER AVE	600	34	22,600
516	PARSLEY LN	500	30	15,000
1112	REBECCA LN	275	38	11,700
418	ROSE BROOK CT	420	38	20,100
1010	ROSS AVE	620	38	24,740
1167	SAWGRASS CT	180	35	9,500
965	SIERRA CT	200	35	10,000
365	SILVEROCK CT	515	35	22,750
804	SILVERVALE CT	470	30	17,500
394	SOUTH ROSE BROOK DR	235	32	11,140
636	SULKY CT	270	35	11,300
1106-A	TURPIN	1100	35	41,200
TOTAL		15,790		619,405



FIGURE 1: CONSTRUCTION PROJECT FUNDING SIGN.
 3"x4' ALUMINUM PANEL WITH FOUR (4) BEING ATTACHED TO A TYPE 2 BARRICADE AND TWO (2) BEING ATTACHED TO A SINGLE WOOD POST. SIX (6) TOTAL SIGNS SHALL BE PLACED AT THE DIRECTION OF THE CITY ENGINEER.



GK Giuliani & Kull, Inc.
 Engineers • Planners • Surveyors
 440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
 (209) 847-8726 Fax (209) 847-7323
 Auburn • San Jose • Oakdale

SCALE	N/A
DRAWN BY	JRS
CHECKED BY	NWP
JOB NO.	17170
SHEET	7 OF 7

(REVISION 09/20/17)
STREET INDEX - 2017
RIVERBANK SLURRY SEAL PROJECT
RIVERBANK, CALIFORNIA

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date:	December 12, 2017
Subject:	Second Reading by Title Only and Adoption of Proposed Ordinance No. 2017-011 Approving the Rezoning of 2.4 Acres Located at 2644 Morrill Road (APN 075-030-001) to Multiple Family Residential (R-3) Zone
From:	Sean Scully, City Manager
Submitted by:	Donna Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2017-011, and consider its adoption by roll call vote.

INTRODUCTION

A Public Hearing was conducted at the regular City Council meeting on November 28, 2017. After receiving public opinion or evidence, City Council adopted Resolution No. 2017-076 approving the General Plan Amendment 02-2017 redesignating 2.4 acres located at 2466 Morrill Road (APN 075-030-001) to Higher Density Residential (HDR). In addition, City Council approved the first reading of the proposed ordinance (now titled Ordinance No. 2017-011) which moved said Ordinance to the December 12, 2017, regular City Council meeting for its second reading by title only and consideration for adoption.

SUMMARY

The proposed General Plan Amendment ("GPA") and Zoning Ordinance Amendment ("Rezone") is on a 2.4 acre property at 2644 Morrill Road. The GPA designation for the site is currently Low Density Residential (LDR) to be re-designated as Higher Density Residential (HDR) with 16+ units allowed per net acre. The property is currently zoned Single Family Residential (R-1) and is proposed to be rezoned to Multiple Family Residential (R-3). The Planning Commission at their Special Meeting of November 6, 2017 with votes of 2-1, recommended approval of the project to the City Council.

BACKGROUND

A. Site

The site is a triangular parcel (Attachment 3) on the south side of Morrill Road, opposite of where Jackson Avenue and Howard Avenue terminate. The adjacent M.I.D. Main Canal is to the west and Newbrook Drive is approximately 114 feet to the east. The site currently contains an older single family residence (Attachment 4) and assorted outbuildings and fencing, all in poor condition. The site is covered in trees, mostly eucalyptus, with an assortment of bushes throughout (Attachment 5). This is an infill site substantially surrounded by urban uses of single family housing and a mobile home park.

B. General Plan Amendment

The existing General Plan designation for this project is Low Density Residential (LDR) which allows 1-8 dwelling units per net acre. The proposed General Plan Amendment re-designating the project from LDR to Higher Density Residential (HDR) would allow a future project to be built at 16+ dwelling units per net acre. There is currently no project proposed for this site. The action is being taken to facilitate the development of affordable housing per the Riverbank Housing Element.

Pursuant to California Government Code section 65358 and the Riverbank General Plan, the Planning Commission, which heard this item in public hearing October 17, 2017, needed answers to the GPA implementation questions (IMP-2) below before recommending approval of an amendment:

1. Is the proposed amendment in the public interest? *The General Plan Amendment is in the public interest because the amendment will change the General Plan Land Use Map to be consistent with the City's Housing Element.*
2. Is the proposed amendment consistent and compatible with the goals and the vast majority of policies of the General Plan? *The amendment is consistent as proposed with the vast majority of policies of the General Plan. Adopting amendment will create consistency and compatibility with the Housing Element of the General Plan.*
3. Have the potential effects of the proposed amendment been evaluated and determined not to be detrimental to the public health, safety, or welfare? *The potential effects of the proposed amendment has previously been evaluated in the CEQA document for the Housing Element and has been found to be not detrimental to the public health, safety, or welfare. In addition, the amendment itself meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.*
4. Has the proposed amendment been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act? *The proposed amendments have been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.*

General Plan Consistency Findings

As part of their recommendation to the City Council, the Planning Commission had to find the project consistent with the City's adopted General Plan per question #2 above. The project site's density will be sixteen plus (16+) dwelling units per net acre. At this density, the Project will be consistent with a General Plan designation of Higher Density Residential (HDR, net density of 16+ units per acre). Below is a discussion of a General Plan Policy and a Land Use Diagram with which the proposed project is consistent:

1. Policy CONS-8.6

"The City will encourage compact development to achieve more efficient use of resources and provision of public facilities and services." *The project proposes a density of sixteen plus (16+) homes per net acre from its existing eight (8) homes per net acre designation. Therefore, the GPA is consistent with this General Plan policy concerning more compact development.*

2. Figure LAND-4 Land Use Diagram

The Land Use Diagram shows this property as an "Infill Opportunity Area (IOA)." The IOA land use designation is an overlay designation that does not specify allowable land uses. Housing added in the IOA would most likely consist of apartment buildings, condominiums, townhouses, small-lot single family structures, and other more compact residential designs. *Re-designating the property from LDR to HDR supports the IOA vision of compact development. Therefore, the GPA is consistent with this General Plan diagram concerning more compact development.*

C. Zoning Ordinance Amendment ("Rezone")

The chart below compares the Single Family Residential (R-1) zoning district standards with the Multiple Family Residential (R-3) zoning district standards:

Type of Standard	R-1 Zoning Standards	R-3 Zoning Standards
Lot Size	6,000 square feet minimum	6,000 square feet minimum or 2,000 sf not to exceed 20 units
Lot Width	60 feet minimum	55 feet minimum
Lot Depth	100' minimum	100' minimum (PC determines)
Density	8 units per net acre	16+ units per net acre
Height	35 feet maximum	45 feet maximum
Front Setback	10 feet minimum	15 feet minimum
Garage Setback	20 feet minimum	20 feet minimum
Side Setback	5 feet minimum	5 feet minimum
Rear Setback	5 feet minimum	10 feet minimum
Lot Coverage	50% maximum	60% maximum
Accessory Height	15 feet maximum	15 feet maximum

Rezone Findings

The Planning Commission could have recommended approval, conditional approval, or denial of the rezone to R-3 to the City Council. To recommend approval or conditional approval, the project must have met the following finding of fact:

1. The proposed Rezone to R-3 will maintain consistency between the General Plan and Zoning Code, pursuant to Government Code Section 65860. *The General Plan designation of this property is proposed to change from Low Density Residential (LDR) to Higher Density Residential (HDR). By rezoning the site from R-1 to R-3, the Zoning Map would then be consistent with the General Plan Map.*

Based on the above discussions and public comment, the Planning Commission, at their Special Meeting of November 6, 2017 recommended City Council approval of General Plan Amendment 02-2017 and Rezone 01-2017 (Attachments 7 and 8) with votes of 2-1.

ENVIRONMENTAL DETERMINATION

The project will have minimal impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

FISCAL IMPACT

This is a City action, initiated by the Planning Commission Resolutions 2017-020 and 2017-021; therefore no fees have been collected.

STRATEGIC GOALS

The adoption of a Resolution and an Ordinance to re-designate and rezone 2644 Morrill Road is not a listed objective of the City's current Strategic Goals but preparing a parcel for future multifamily development could Retain and Attract Businesses such as affordable housing developers, commercial day care providers, and other goods and services providers.

ATTACHMENTS

1. City Council Resolution No. 2017-076 (copy) – GPA 02-2017
2. Proposed Ordinance No. 2017-011– Rezone 01-2017
3. Parcel Map
4. Photo
5. Aerial
6. Signed Property Ballot
7. Planning Commission Resolution No. 2017-020 General Plan Amendment
8. Planning Commission Resolution No. 2017-021 Zoning Ordinance Amendment
Exhibit A – Draft Ordinance No. 2017-XXX

CITY OF RIVERBANK

RESOLUTION NO. 2017-076

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE GENERAL PLAN AMENDMENT 02-2017
REDESIGNATING 2.4 ACRES, LOCATED AT 2466 MORRILL ROAD (APN 075-
030-001) TO HIGHER DENSITY RESIDENTIAL (HRD)**

WHEREAS, the project site is currently zoned Single Family Residential (R-1) with a current General Plan Land Use designation of Low Density Residential (LDR) to be rezoned Multiple Family Residential (R-3); and

WHEREAS, the City desires a General Plan Amendment to designate the project site as Higher Density Residential (HDR); and

WHEREAS, Government Code Section 65353 requires the Planning Commission to hold at least one noticed, public hearing on any proposed General Plan Amendment; and

WHEREAS, the Planning Commission conducted a Special Meeting Public Hearing on November 6, 2017 and recommended approval to the City Council of the proposed General Plan Amendment with Planning Commission Resolution No. 2017-020 and a vote of 2-1; and

WHEREAS, pursuant to Government Code section 65355, notice of the public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on November 15, 2017 and

WHEREAS, notices of the City Council public hearing on the General Plan Amendment were also mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 16, 2017; and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RIVERBANK HEREBY:

1. General Plan Amendment Findings. That pursuant to California Government Code sections 65358 and the Riverbank General Plan, the City Council finds as follows:
 - a. The General Plan Amendment is in the public interest because the General Plan Amendment will change the General Plan Land Use Map to comply with the proposed rezone.

- b. The General Plan Amendment is consistent and compatible with the goals and the vast majority of the policies of the General Plan.
 - c. The proposed amendment will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.
 - d. That the proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code and the California Environmental Quality Act.
2. That, based on the findings set forth in this Resolution and the evidence in the City Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the General Plan Amendment.
3. Constitutionality, 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 City Council 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 City Council of the City of Riverbank at a regular meeting held on the 28th day of November 2017; motioned by Councilmember Cal Campbell, seconded by Councilmember District 4 Darlene Barber-Martinez, and upon roll call was carried by the following City Council vote of 4-1:

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

NAYS: Vice Mayor Jones Cruz

ABSENT: None

ABSTAIN: None

CITY OF RIVERBANK

ORDINANCE NO. 2017-011

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE REZONING OF 2.4 ACRES LOCATED AT 2644
MORRILL ROAD (APN 075-030-001) TO MULTIPLE FAMILY RESIDENTIAL (R-3)
ZONE**

WHEREAS, the City of Riverbank, to maintain consistency with its Housing Element, desires to Rezone the property at 2644 Morrill Road from Single Family Residential (R-1) to Multiple Family Residential (R-3) APN 075-030-001; and

WHEREAS, the Planning Commission of the City of Riverbank conducted a Special Meeting Public Hearing on Monday, November 6, 2017 to consider the proposed Zoning Ordinance Amendment and recommended its approval to the City Council by a vote of 2-1; and

WHEREAS, the City Council of the City of Riverbank conducted a Public Hearing on Tuesday, November 28, 2017 to consider the recommendation of the Planning Commission, take public comment, and conduct a first reading of the proposed Zoning Ordinance Amendment; and

WHEREAS, the City Council for City of Riverbank has made the following findings for adoption:

1. The project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use Designation of LDR Low Density Residential; and
2. To maintain consistency with its Housing Element the City desires to rezone the subject property to Multiple Family Residential R-3; and
3. Notice of the public hearing on the proposed Zoning Ordinance Amendment was published in the *Riverbank News*, a newspaper of general circulation, on November 15, 2017; and
4. Notices of the public hearing on the proposed Zoning Ordinance Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 16, 2017 and posted on the City's website, at both City Hall buildings, the Post Office, the Community Center, on site, and emailed to the library; and
5. The City finds that the Zoning Code Amendment will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

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

Section 1: The City Council of the City of Riverbank approves Rezoning 2.4 acres to the Multiple Family Residential R-3 zoning district, located at 2644 Morrill Road, APN 075-030-001.

Section 2: Constitutionality, 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.

Section 3: This Ordinance shall become effective thirty (30) days (01/12/2018) from and after its final passage, 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 November 28, 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 12th day of December, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and 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

POR. NE 1/4 SECTION 35 T.2S. R.9E. M.D.B. & M.
NEWBROOK - LOTS 1-8, 42-44
MARGARET MANOR

006 017

75 - 30

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 75-13
R.M. 30-72, 31-21
11-12-85 UPDATED 9-19-86, 10-05 DH

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All rights reserved



86,87

75 - 30



Google Earth





Google Earth



Ballot
City of Riverbank
HDR General Plan Amendment and Rezone
September 18, 2017

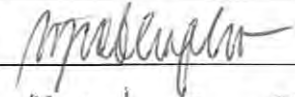
Please select one of the two options with either a "check mark" or "X" in the table below:

Available Options	Description	Check / X
Option 1	I consent that I/we as property owners would be comfortable with the City initiated General Plan Amendment and parallel Rezone of your property, 2644 Morrill Road.	X
Option 2	Request that a meeting be held to further discuss the City initiated General Plan Amendment and Rezone.	

Address:

2644 Morrill Ave.

Owners Signature:



Printed:

Monet O. Florendo

Date:

10/11/17

Please mail or deliver this letter:

City of Riverbank
Community Development Department
6707 Third Street
Riverbank, CA 95367

2644 Morrill Road
APN: 075-030-001

City of Riverbank
Planning Commission
Resolution No. 2017-020

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL
OF A GENERAL PLAN AMENDMENT REDESIGNATING 2.4 ACRES
LOCATED AT 2644 MORRILL ROAD TO HIGHER DENSITY RESIDENTIAL
(HDR), APN: 075-030-001**

WHEREAS, the project site is currently zoned Single Family Residential (R-1) with a current General Plan Land Use designation of Low Density Residential (LDR) to be rezoned Multiple Family Residential (R-3); and

WHEREAS, the City desires a General Plan Amendment to designate the project site as Higher Density Residential (HDR); and

WHEREAS, Government Code Section 65353 requires the Planning Commission to hold at least one noticed, public hearing on any proposed General Plan Amendment; and

WHEREAS, the Government Code further requires that the City Council receive input from the Planning Commission on any proposed General Plan Amendment; and

WHEREAS, the notice of the public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on October 25, 2017; and

WHEREAS, the notices of the public hearing on the General Plan Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on October 25, 2017; and

WHEREAS, the Planning Commission has reviewed the General Plan Amendment and conducted a public hearing on November 6, 2017 in the manner prescribed by law; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT NO. 02-2017, BASED ON THE FOLLOWING FINDINGS:

1. General Plan Amendment Findings: That pursuant to California Government Code section 65358 and the Riverbank General Plan, the Planning Commission finds as follows:
 - a. The General Plan Amendment is in the public interest because the General Plan Amendment will change the General Plan Land Use Map to be consistent with the Housing Element of the General Plan.

- b. The General Plan Amendment is consistent and compatible with the goals and vast majority of the policies of the General Plan.
 - c. The General Plan Amendment, with no proposed project, will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, so has been found to be not detrimental to the public health, safety, or welfare.
 - d. The proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.
2. That, based on the findings set forth in this resolution, the evidence in the City Staff Report and such other evidence as received at the public hearings on this matter before the Planning Commission, the Planning Commission hereby recommends approval of the General Plan Amendment.
3. Constitutionality, 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, or 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 6th of November, 2017, by the following roll call vote 2/1:

AYES: Commissioners: McKinney and McRitchie

NOES: Commissioner: Stewart

ABSENT: Commissioners: Tabacco and King

ABSTAIN: None

Attest:

Donna M. Kenney
Planning and Building Manager

Approved:

Anthony McKinney, Chairperson
Planning Commission

**City of Riverbank
Planning Commission
Resolution No. 2017-021**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK, CALIFORNIA, RECOMMENDING CITY COUNCIL
APPROVAL OF ORDINANCE NO. 2017-XXX TO REZONE 2.4 ACRES
LOCATED AT 2644 MORRILL ROAD TO MULTIPLE FAMILY
RESIDENTIAL (R-3), APN: 075-030-001**

WHEREAS, the project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use designation of Low Density Residential (LDR) to be re-designated Higher Density Residential (HDR); and

WHEREAS, the City desires to rezone the property to Multiple Family Residential (R-3); and

WHEREAS, the Planning Commission held a public hearing on November 6, 2017, to consider Zoning Ordinance Amendment (Rezone) 2017-XXX; and

WHEREAS, notice of the public hearing on the Rezone was published in the *Riverbank News*, a newspaper of general circulation on October 25, 2017; and

WHEREAS, notices of the public hearing on the Rezone were mailed to all property owners within three hundred (300) feet of the property, according to the most recent assessor's roll, on October 25, 2017; and

WHEREAS, the Planning Commission has reviewed the proposed Rezone and conducted a public hearing on November 6, 2017; and

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

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL APPROVAL OF ORDINANCE NO. 2017-XXX, REZONING 2.4 ACRES TO THE MULTIPLE FAMILY (R-3) ZONE, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE, BASED ON THE FOLLOWING FINDINGS:

1. Pursuant to California Government Code Section 65855, the recommendation to City Council shall include the relationship to the applicable general or specific plan.
 - a. The property identified in this action has a General Plan Land Use Designation of Low Density Residential (LDR) and a current zoning of Single Family Residential (R-1). The project proposes a General Plan Amendment re-designation to Higher Density Residential (HDR) and a Rezone to Multiple Family Residential (R-3).

- b. The proposed General Plan Amendment to HDR and the proposed Rezone to R-3 will maintain consistency between the General Plan and Zoning Code, pursuant to Government Code Section 65860.

2. Constitutionality, 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, or 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.
3. The City finds that pursuant to the California Environmental Quality Act (CEQA), the Rezone, with no proposed project, will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 6th of November, 2017, by the following roll call vote 2/1:

AYES: Commissioners: McKinney and McRitchie

NOES: Commissioner: Stewart

ABSENT: Commissioners: Tabacco and King

ABSTAIN: None

Attest:


Donna M. Kenney
Planning and Building Manager

Approved:


Anthony McKinney, Chairperson
Planning Commission

Attachment: Exhibit "A" – Draft City Council Ordinance No. 2017-XXX

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	December 12, 2017
Subject:	The First Reading by Title Only and Introduction of a Proposed Ordinance Approving Development Agreement No. 01-2017 By and Between the City of Riverbank and Pacafi Cooperative, Inc., a California Cooperative Corporation Doing Business as Flavors, for a Commercial Cannabis Dispensary
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 of the proposed ordinance and consider its approval, which will initiate the second reading by title only at January 9, 2018, regular City Council meeting or soon thereafter to consider its adoption. At a Planning Commission Public Hearing on November 21, 2017, the Commission voted 3-1 to recommend adoption of the proposed ordinance.

SUMMARY

PACAFI Cooperative Inc. ("The Applicant") has requested a Development Agreement (Attachment 2) and Conditional Use Permit to allow for a commercial cannabis dispensary located at 2213 Patterson Road.

The project area is located along Patterson Road, west of Galaxy Theaters and east of O'Brien's shopping center. The project site is a 7,668 square foot building, located on a 0.76 acre parcel. The project site has an existing general plan land use designation of Community Commercial (C/C), and is zoned General Commercial (C-2). The project site is surrounded by commercial uses located along the Patterson Road Corridor.

The Planning Commission at their regular meeting of November 21, 2017 recommended that the City Council approve Development Agreement 01-2017 (Attachment 3). They then approved Conditional Use Permit 04-2017 (Attachment 4).

BACKGROUND

Starting in 1996, citizens of the State of California approved Proposition 215, the Compassionate Use Act (“CUA”). The CUA was approved to allow Californians with a serious illness to legally possess, use, and cultivate cannabis for medical use under state law.

In addition, in 2003, the legislature of California adopted Senate Bill 420 which entitled the Medical Cannabis program. This program authorized qualified patients and their primary caregivers to cultivate and use cannabis for medical purposes without being subject to criminal prosecution under the state penal code.

On October 9, 2015 Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”). This Act established a statewide regulatory and licensing structure for the cultivation, processing, transporting, testing, and distribution of medical cannabis to qualified patients and their primary caregivers.

On November 8, 2016, the citizens of California approved Proposition 64 (Adult Use of Cannabis). In accordance with Proposition 64 recreational use of cannabis is now legal throughout the state, but reserved the right to police commercial cannabis activity to each local jurisdiction.

Lastly, on August 8, 2017 and August 22, 2017, the Riverbank City Council adopted Ordinance No. 2017-007, which provides a regulatory structure for commercial cannabis activities in the City of Riverbank ONLY in the General Commercial (C-2), Commercial – Industrial (CM), Cannery District, Highway Boulevard (HB), Downtown General (DG), Downtown Core (DC), Light industrial (M-1), and Research and Development (R&D) zoning districts. In addition, this ordinance bans all commercial cannabis activities within 600 feet from a school, day care facility, or youth center.

As a part of the regulatory structure established by Ordinance No. 2017-007, an applicant seeking to establish a commercial cannabis business must apply for a Development Agreement and a Conditional Use Permit. These entitlements lock-in fees for the applicant, set performance standards with the city, and establish a timeline.

ANALYSIS

PACAFI Cooperative Inc. is proposing to establish a cannabis dispensary located at 2213 Patterson Road. The proposed project site is zoned General Commercial (C-2), and therefore is in conformance with Ordinance No. 2017-007, listed above. The proposed project site is not within 600 feet of any school, day care facility, or youth center.

The Applicants are proposing to conduct a cannabis dispensary in an existing 7,668 square foot building on a 0.76 acre site (Attachment 4 Exhibit A). The Applicant is not requesting any changes to Site Plan at this time. The business will be open from 9am – 9pm, seven days a week, and will include approximately 30 employees. The business will

feature a waiting room, security office, manager and employee offices, sales area, and storage (Attachment 4 Exhibit B).

The site will feature enhanced security to ensure public safety in and around the site. A 24-hour security system will be installed with security guards on-site during regular business hours. Three (3) high-definition cameras are to be located around the exterior of the project site. These cameras will be monitored 24-hours a day, and will cover all of the project site. In addition, six (6) sensors will be installed at various locations around the site, and if triggered will activate a custom audio panel that is comprised of a speaker, siren, amplifier, and strobe lights. Interior security will feature cameras, automatic locking doors, and forty-five (45) Fireking four (4) drawer vertical safes to store product.

- A. Development Agreement – Pursuant to Riverbank Ordinance No. 2017-007, the Applicant has negotiated with the Riverbank City Council to establish a Development Agreement for the project.
- B. Conditional Use Permit – Also pursuant to Riverbank Ordinance No. 2017-007, the Applicant requested a Conditional Use Permit to allow for a cannabis dispensary located at 2213 Patterson Road.

PLANNING COMMISSION

On November 21, 2017, 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 McKinney, Commissioner King, Commissioner McRitchie, and Commissioner Tabacco. During the discussion on the Conditional Use Permit (CUP), the City Attorney offered a fourteenth (14th) Condition of Approval for draft CUP Resolution No. 2017-026:

“The Project and Project applicant shall strictly comply with all administrative guidelines promulgated by the City for the operation of a cannabis dispensary, specifically including any administrative guidelines later adopted by the City, or as may be changed from time to time.”

The other thirteen (13) Conditions of Approval include a requirement for LiveScans (background checks) for all business partners and employees, the hours of construction for the Tenant Improvements, the regulation of exterior lighting, and a hold harmless clause among other legal requirements.

During the public comment period, Annabel Gammon of Stanislaus County spoke in opposition of the Project, stating the Project location was too close to a bus stop, that traffic would increase at the Oakdale and Patterson intersection and behind the Cruisers gas station, and that there is a concern dispensary clients will park their vehicles on surrounding neighborhood streets to smoke recently purchased cannabis. Another local resident also expressed concern about people buying cannabis and hanging out in the

area to use it. Property owner Ron Roberts and Attorney for the applicant Mike Warda spoke during public comments to respond to some of the concerns that had been raised. Two days after the meeting, “Vincent” of Riverbank called Planning to state he had just found out about the Project while he was waiting at the bus stop. He too had concerns that cannabis would be smoked in vehicles on the street in front of his house and in front of his children.

Chair McKinney made motion to adopt Planning Commission Resolution No. 2017-025 (Attachment 3), recommending the City Council adopt the proposed Ordinance to approve a Development Agreement for a commercial cannabis dispensary, and to adopt Planning Commission Resolution No. 2017-026 as amended (Attachment 4), approving the Conditional Use Permit. Commissioner Tabacco seconded the motion and the two resolutions were approved with a vote of 3-1.

ENVIRONMENTAL DETERMINATION

This Development Agreement and Conditional Use Permit were reviewed pursuant to the California Environmental Quality Act (CEQA). Per Section 15061 (b-3), the proposed project is not subject to CEQA as CEQA only applies to projects which have the potential for causing a significant effect on the environment.

FISCAL IMPACT

The project would provide Flavors with substantial private benefits that will place burdens upon City infrastructure, services, and neighborhoods. Flavors seeks to offset these impacts through a monthly payment classified as a “Public Benefit” amount. The Public Benefit is designed and intended to offset or mitigate any potential impacts of the project on the community. Flavors will pay to the City a Public Benefit of:

- o \$10,000 or five percent (5%) of gross receipts from operations, whichever is greater, each month for the first six (6) months following the issuance of a Conditional Use Permit;
- o \$15,000 or five percent (5%) of gross receipts from operations, whichever is higher, for months seven (7) through twelve (12) following the issuance of a Conditional Use Permit; and
- o \$18,000 or five percent (5%) of gross receipts from operations, whichever is higher, for each month thereafter through the end of the term of the development agreement.

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 (3) years. The completion of development agreements

for cannabis activities is a specific objective. It is consistent with the established General Plan goal to Achieve and Maintain Financial Stability and Sustainability 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."

PUBLIC NOTICE

On November 29, 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 November 29, 2017, the City published notice of the hearing in the Riverbank News and posted the notice at City Hall North and South and the Community Center.

RECOMMENDATION

Staff recommends approval of the Development Agreement based upon the following findings:

1. The proposed project is consistent with the Riverbank Municipal Code.
2. The proposed project is exempt from CEQA as CEQA only applies to projects that have the potential to harm the environment, and,
3. The proposed project is consistent with the 2005-2025 General Plan.

ATTACHMENTS

1. Proposed Ordinance 2017-XXX to adopt the Development Agreement
2. Draft Development Agreement (Exhibits A-G included)
3. Planning Commission Resolution 2017-025 (DA recommendation)
4. Planning Commission Resolution 2017-026 (CUP approval)
 - Exhibit A – Site Map
 - Exhibit B – Floor Plan

CITY OF RIVERBANK

ORDINANCE NO. 2017-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT No. 01-2017 BY AND BETWEEN THE CITY OF RIVERBANK AND PACAFI COOPERATIVE, INC., A CALIFORNIA COOPERATIVE CORPORATION DOING BUSINESS AS FLAVORS, FOR A COMMERCIAL CANNABIS DISPENSARY

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

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

WHEREAS, the City adopted Resolution No. 99-39 authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and

WHEREAS, Resolution No. 99-39 requires a written application with specified data to be submitted to the City for consideration of any development agreement; and

WHEREAS, PACAFI Cooperative, Inc., a California cooperative corporation doing business as Flavors ("Flavors") submitted an application to the City for consideration of a development agreement to operate a cannabis dispensary business (the "Project"); and

WHEREAS, Flavors proposes to improve, develop, and use real property for the Project, in strict accordance with applicable state and local law, including, but not limited to, the Riverbank Municipal Code; and

WHEREAS, Flavors has a lease agreement to occupy that certain real property located at 2213 Patterson Road in the City of Riverbank, Assessor's Parcel Number 075-026-044 on which Flavors intends to develop the Project; and

WHEREAS, City and Flavors seek to enter a development agreement for the Project (the "Development Agreement") pursuant to Government Code section 65864 *et seq.* and all applicable local and state laws; and

WHEREAS, environmental impacts for the Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*), and the City determined the Project site is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 21, 2017, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, on December 12, 2017, and January 9, 2018, the City Council held duly noticed public hearings to consider the Development Agreement; and

WHEREAS, the City Council of the City, based on its independent review and analysis of staff's recommendations, 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.
2. In accordance with Government Code section 65864 *et seq.*, the City Council finds that the Development Agreement:
 - a. Is consistent with the objectives, policies, general land uses, and programs specified in the Riverbank General Plan and any applicable specific plan; and
 - b. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole; and
 - c. Will not adversely affect the orderly development of property or the preservation of property values; and

- d. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
- e. Contains a legal description of the property.

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 PACAFI Cooperative, Inc., a California cooperative corporation doing business as Flavors, and the City of Riverbank for the development of the Project, and instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

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; or as otherwise required pursuant to the terms of the Development Agreement.

SECTION 3. Notice of the public hearing on the proposed Development Agreement was published in the Riverbank News, a newspaper of general circulation; and notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor's roll.

SECTION 4. Environmental impacts for the Project have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*). The Project site is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility.

SECTION 5. If any section, subsection, sentence, clause, phrase, or word of this Ordinance 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 Ordinance. The City Council of the City of Riverbank hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 6. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption (on _____), 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 December 12, 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 __ day of __, 2015; 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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 12th day of December, 2017, by and between the **CITY OF RIVERBANK**, a California municipal corporation ("City") and **PACAFI COOPERATIVE, INC.**, a California cooperative corporation doing business as **FLAVORS** ("Developer"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

- A. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.
- B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.
- C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis

Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

- D. Developer proposes to improve, develop, and use real property to operate a medicinal Cannabis Dispensary, in strict accordance with California Cannabis Laws, and the Municipal Code of the City of Riverbank, as each may be amended from time to time (the "Project").
- E. 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.* (the "Development Agreement Statute"), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.
- F. Consistent with the requirements of the Development Agreement Statute, City has adopted Resolution No. 99-39 ("City Development Agreement Resolution") authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City.
- G. The City Development Agreement Resolution requires a written application with specified data to be submitted to the City for consideration of any development agreement.
- H. Developer submitted an application to the City for consideration of a development agreement for the Project.
- I. Developer leases that certain real property located at 2213 Patterson Road in the City of Riverbank, County of Stanislaus, State of California, Assessor's Parcel Number 075-026-044, of which Developer intend to improve approximately seven thousand six hundred and sixty-eight (7,668) square feet of space (the "Site"), more particularly described in the legal description attached hereto as **Exhibit A** and the Site Map attached hereto as **Exhibit B**.
- J. Government Code section 65865 requires that an applicant for a development agreement hold a legal or equitable interest in the real property that is the subject of the development agreement.
- K. Developer has leased the Site for the purpose of operating the Project. A copy of the lease is attached hereto as **Exhibit C**, within satisfaction of the requirement of Riverbank Municipal Code Chapter 120. The legal owner of the Site is aware of, and agrees to, the operation of the Project upon the Site.

- L. On November 20, 2017, the Riverbank Planning Commission ("Planning Commission") adopted Resolution No. 2017-025 recommending the Riverbank City Council ("City Council") adopt an ordinance establishing zoning limitations and requirements for all cannabis businesses.
- M. On December 12, 2017, the City Council adopted Ordinance No. 2017-____ to revise Riverbank Municipal Code 120 to establish a Cannabis Business Pilot Program to regulate all cannabis businesses within the City.
- N. Government Code section 65867.5 and the City Development Agreement Resolution requires the Planning Commission hold a public hearing to review an application for a development agreement.
- O. On November 21, 2017, the Planning Commission, in a duly noticed and conducted public hearing, considered Developer's application for this Agreement.
- P. On November 21, 2017, the Planning Commission recommended the City Council adopt Ordinance No. 2017-____, which would allow Developer to operate the Project at the Site.
- Q. On December 12, 2017, pursuant to Government Code section 65867.5 and the City Development Agreement Resolution, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 2017-____.
- R. This Agreement is entered into pursuant to the Development Agreement Statute and the City Development Agreement Resolution.
- S. City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Site; (ii) create a physical environment that is consistent with and complements City's goals and visions; (iii) protect natural resources from adverse impacts; (iv) improve, upgrade, and create additional community facilities and infrastructure, enhance services, and assist in implementing the goals of the General Plan; and (vi) reduce the economic risk of development of the Site to both City and Developer.
- T. The Parties intend through this Agreement to allow Developer to develop and operate the Project in accordance with the terms of this Agreement.
- U. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with Riverbank Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the

receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. 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 between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached to and incorporated into this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Site Lease
Exhibit D	Notice of Non-performance Penalty
Exhibit E	Indemnification Agreement
Exhibit F	Notice of Termination
Exhibit G	Assignment and Assumption Agreement

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional Licenses" has the meaning set forth in Section 2.4.
- (c) "Adult-use cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.
- (d) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

(e) “Application” means the cannabis business application for a development agreement required by Riverbank Municipal Code Chapter 120 and Section 4 of the City Development Agreement Resolution.

(f) “Assignment and Assumption Agreement” has the meaning set forth in Section 10.1.

(g) “AUMA” means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.

(h) “Authorized License” has the meaning set forth in Section 2.3.

(i) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(j) “California Building Standards Codes” means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Riverbank Municipal Code.

(k) “California Cannabis Laws” includes AUMA, MAUCRSA, CUA, the Medical Marijuana Program Act of 2004 codified as Health and Safety Code sections 11362.7 through 11.62.83, and any other applicable laws that may be enacted or approved.

(l) “Cannabis” means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term “marijuana” may be used interchangeably.

(m) “Cannabis Business Pilot Program” means the cannabis business program established and authorized by Riverbank Municipal Code chapter 120.

(n) “Cannabis Dispensary” means a business that engages in Commercial Cannabis Activity related to the retail sale of cannabis pursuant to a Type 10 license.

(o) “CEQA” means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(p) “City” means the City of Riverbank, a municipal corporation having general police powers.

(q) “City Council” means the City of Riverbank City Council, as described in Riverbank Municipal Code Section 10.05.

(r) “City Development Agreement Resolution” has the meaning set forth in Recital F.

(s) “City Manager” means the City Manager of the City of Riverbank, or his or her designee, as described in Riverbank Municipal Code Section 31.03.

(t) “Charged Party” has the meaning set forth in Section 8.1.

(u) “Charging Party” has the meaning set forth in Section 8.1.

(v) “Commercial Cannabis Activity” includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product that requires a state license pursuant to MAUCRSA.

(w) “Conditional Use Permit” means a conditional use permit issued by City pursuant to the Riverbank Municipal Code.

(x) “CUA” means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(y) “Developer” means Pacafi Cooperative, Inc. doing business as Flavors. Developer also has the meaning set forth in Section 6.1.

(z) “Development Agreement Statute” has the meaning set forth in Recital C.

(aa) “Exhibits” has the meaning set forth in Section 1.3.

(bb) “Gross Receipts from Operations” means total revenue actually received or receivable from operation of the Project, including: all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other

remunerations, however designated. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts";
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit;
5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payment required under Section 4.2, all sales of cannabis products through the Project are captured. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

(cc) "Indemnification Agreement" has the meaning set forth in Section 6.3.

(dd) "Major Amendment" means an amendment that shall have a material effect on the terms of the Agreement. Major Amendments shall require approval by the City Council.

(ee) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(ff) "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 *et seq.*, as may be amended from time to time.

(gg) "MCRSA" has the meaning set forth in Recital A.

(hh) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(ii) "Minor Amendment" means a clerical amendment to the Agreement that shall not materially affect the terms of the Agreement and any amendment described as minor herein. A Minor Amendment also has the meaning set forth in Section 2.4.

(jj) "Mortgage" has the meaning set forth in Article 7.

- (kk) “Non-Performance Penalty” has the meaning set forth in Section 4.3.
- (ll) “Notice of Non-Performance Penalty” has the meaning set forth in Section 4.3.
- (mm) “Notice of Termination” has the meaning set forth in Section 9.1.
- (nn) “Planning Commission” means the City of Riverbank Planning Commission as established by Riverbank Municipal Code section 32.35.
- (oo) “Processing Costs” has the meaning set forth in Section 1.11.
- (pp) “Project” has the meaning set forth in Recital D.
- (qq) “Project Litigation” has the meaning set forth in Section 10.7.
- (rr) “Public Benefit” has the meaning set forth in Section 4.2.
- (ss) “Public Benefit Amount” has the meaning set forth in Section 4.2.
- (tt) “Site” has the meaning set forth in Recital G.
- (uu) “State Licensing Authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.
- (vv) “State Cannabis Regulations” means the regulations promulgated by the State Licensing Authorities pursuant to the California Cannabis Laws.
- (ww) “State Taxing Authority” has the meaning set forth in Section 4.2.
- (xx) “Subsequent City Approvals” has the meaning set forth in Section 3.1.
- (yy) “Term” has the meaning set forth in Section 1.7.
- (zz) “Type 10 license” or “Retail” means a state license issued by the Bureau pursuant to the California Cannabis Laws for the retail sale of cannabis and cannabis products.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is three (3) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) Government Tolling or Termination. City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is required, directed, or believes, in its sole and absolute discretion, it must temporarily halt or terminate Commercial Cannabis Activity within the City to comply with federal or state law. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for no longer than one (1) year (the "Tolling Period"). Developer shall not accrue or be liable to City for any Ministerial Fees or Public Benefit Amount during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling period exceeds one (1) calendar year to comply with federal or state law.

(b) Developer's Tolling or Termination. Developer may not temporarily halt or terminate this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement.

Section 1.8. Priority of Enactment. In the event of a conflict between the various land use 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: (a) General Plan, (b) Agreement, (d) Conditional Use Permit, and (e) Subsequent City Approvals.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Thirty Thousand Dollars (\$30,000) with City to pay for the Application, all actual fees and expenses incurred by City that are related to the preparation and processing of this

Agreement, including recording fees, publishing fees, staff time, consultant and attorney fees and costs (collectively, "Processing Costs"), and the first installment of the Public Benefit. The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City.

(a) Apportionment of Processing Costs. If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, Developer shall deposit with City such additional funds necessary to pay for all Processing Costs within thirty (30) calendar days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may terminate this Agreement.

(b) Accounting. Developer may request, and City shall issue within a reasonable time, an accounting and written acknowledgement of Processing Costs paid to City.

ARTICLE 2 DEVELOPMENT OF PROPERTY

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Project consistent with this Agreement, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license type (the "Authorized License"):

Type 10	Retailer
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Developer shall be permitted to use the Site consistent with the Authorized License for the Term of this Agreement and during the time Developer is applying for the Authorized License with the applicable State Licensing Authority. Notwithstanding the foregoing, Developer is required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Authorized License to Developer, Developer shall immediately cease Commercial Cannabis Activity on the Site. Developer shall also, within thirty (30) calendar days of receiving notice from the

State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State of California, Developer shall immediately cease operations. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add to the Authorized License additional license types once that license is applied for or obtained from the appropriate State Licensing Authority (the “Additional Licenses”).

Section 2.5. Conditional Use Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals. Developer shall be required to comply with all provisions of the Riverbank Municipal Code and any City rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Riverbank Municipal Code or issue rules or administrative guidelines associated with implementation of the Cannabis Business Pilot Program or Developer's obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. The exercise of this discretion is not prohibited or limited in any way by this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

(a) Contemplated City Rules and Guidelines. City anticipates issuing additional rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. City may establish requirements that are identical to or place a higher standard of care as existing provisions of the California Cannabis Laws, State Cannabis Regulations, or any amendments thereto. City reserves the right to adopt additional categories of rules or guidelines that are not listed in this section as part of the Cannabis Business Pilot Program. Developer shall comply with any and all administrative guidelines adopted by City that govern or pertain to the Project.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Riverbank Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Riverbank Municipal Code changes shall not be applied to the Site or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the Riverbank Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Riverbank Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Cannabis Business Pilot Program. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, 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 the Riverbank Municipal Code 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 or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also 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 federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.12. 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 as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency, to select that option for addressing the situation which, in City's discretion, minimizes, so far as reasonably possible, the impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3 ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the Riverbank Municipal Code, and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Riverbank Municipal Code, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Site as contemplated by the Parties in this Agreement.

ARTICLE 4 PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefits upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that commensurate with the private benefits conferred on Developer (the "Public Benefit"). In consideration of the foregoing, Developer shall remit to City as follows:

Effective Date	No Public Benefit Due.
First (1 st) Business Day of 1 st Month Following Issuance of the Conditional Use Permit.	\$10,000 or 5% of Gross Receipts from Operations each month, whichever is greater (" <u>Tier 1 Amount</u> ").
1 st Business Day of the Seventh (7 th) Month Following Issuance of the Conditional Use Permit.	\$15,000 or 5% of Gross Receipts from Operations each month, whichever is greater (" <u>Tier 2 Amount</u> ").

1 st Business Day of the Thirteenth (13 th) Month Following Issuance of the Conditional Use Permit Through the End of the Term.	\$18,000 or 5% of Gross Receipts from Operations each month, whichever is greater (" <u>Tier 3 Amount</u> ").
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(b) Collectively, these amounts shall be known as the "Public Benefit Amount".

(c) Developer shall file an applicable statement that complies with the California State Board of Equalization, California Department of Tax and Fee Administration, or either's successor agency (the "State Taxing Authority") for sales tax purposes showing the true and correct amount of Gross Receipts from Operations of the Project during the applicable time period. Developer shall provide a copy of such statement to City upon request by City.

Section 4.3. Reporting. Developer shall provide City with copies of any reports provided to a state cannabis licensing agency within forty-five (45) calendar days of that submission.

Any failure or refusal of Developer to provide any statement or report to City, the State Taxing Authority, or any other State Licensing Authority as required within the time required, or to pay such sums due hereunder when the same are due and payable in accordance with the provisions of this Agreement, may constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Developer shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code and the applicable State Cannabis Regulations. All records required by this Section shall be maintained and made available for City's examination and duplication (physical or electronic) at the Site or at an alternate facility as approved in writing by the City Manager or his or her designee.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fail to make any payment when due as required by this Agreement, including the Public Benefit Amount, City may impose a "Non-Performance Penalty." A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a "Notice of Non-Performance Penalty," attached hereto as **Exhibit D**. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) calendar days following delivery of the Notice of Non-performance Penalty.

Section 4.7. Protections from City Tax. Notwithstanding Section 4.2, for the Term of this Agreement, Developer shall be exempt from any City tax, including a business license tax, on commercial cannabis businesses. Notwithstanding the foregoing, Developer and the Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Stanislaus, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event the Public Benefit Amount is invalidated for any reason, Developer shall be subject to any applicable tax on commercial cannabis businesses from the start date of such invalidation through the remaining Term of this Agreement.

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods and the existing level of service of City infrastructure and services to accommodate for the Project.

ARTICLE 6 INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, “Developer” for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City.

(a) General Liability Insurance. Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) Workers' Compensation Insurance. Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals. Developer shall execute the indemnification agreement ("Indemnification Agreement") attached hereto as **Exhibit E**.

Section 6.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waive all claims for damages against City for breach of this Agreement. Developer further acknowledge that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waive all claims for damages against City in the event that this Agreement or any Project approval is: (1) not

approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledge that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waive all claims for damages against City in this regard.

ARTICLE 7 MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("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. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than ten (10) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such ten (10) calendar day period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the ten (10) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within ten (10) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement, give notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 within thirty (30) calendar days from the expiration of the ten (10) day notice period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in ten (10) calendar days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer is in default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

Section 8.2. Annual Review. City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Project's performance, at least seven (7) calendar days prior to such periodic review. Developer shall be entitled to appeal a determination of City or City Manager to the City Council. Any appeal must be filed within ten (10) calendar days of the decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or City Council, as applicable. The reasonable cost for City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by City in connection with the review.

Section 8.3. Estoppel Certificates.

(a) City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or 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 modified or terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 9.1(c) of this Agreement.

Section 8.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

Section 8.7. Appeals. Developer may appeal any adverse decision or action of City pursuant to Riverbank Municipal Chapter 99.

ARTICLE 9 TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice

of such termination in substantial conformance with the “Notice of Termination” attached hereto as **Exhibit F**, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer’s Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City’s Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager. This assignment prohibition applies to the corporate and business entities of Developer that are a Party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an “Assignment and Assumption Agreement” in the form attached hereto as **Exhibit G**.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Site or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain

from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Site, and is binding upon Developer.

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), 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 facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. 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 (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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, California 95367
Attention: City Manager

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

If to Developer: _____

If to Developer: _____

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings of the Judicial Arbitration and Mediation Services. Judgment on the award may be entered in any court having jurisdiction thereof.

Section 10.5. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agree that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer 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 with legal counsel selected by City. Developer will

indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, 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 City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Change in State Regulations. In no event shall Developer operate the Project in violation of the Agreement, or State Cannabis Regulations, as many be amended from time to time.

Section 10.11. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Stanislaus.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any

continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) Completeness of Instrument. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.

(e) 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.

(f) Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word “person” includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(i) 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.

(j) 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.

(k) Time is of the Essence. Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) Authority. All Parties to this Agreement 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 state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(m) Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(n) 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.

(o) Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's 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.

(p) Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

“CITY”

Date: December 12, 2017

CITY OF RIVERBANK, CA
a California Municipal Corporation

By: _____
Sean Scully
City Manager

Attest:

By: _____
Annabelle Aguilar
City Clerk

Approved to as Form

By: _____
Tom Hallinan
City Attorney

“DEVELOPER”

Date: _____, 2017

PACAFI COOPERATIVE, INC. DBA
FLAVORS, a California cooperative
corporation

By: _____

Its: _____

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)

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

The land referred to is situated in the County of Stanislaus, City of Riverbank, State of California, and is described as follows:

Parcel 2 of that certain Parcel Map recorded August 14, 1998, in Book 48 of Parcel Maps, at Page 96 of Official Records.

APN: 075-026-044-000

Exhibit B

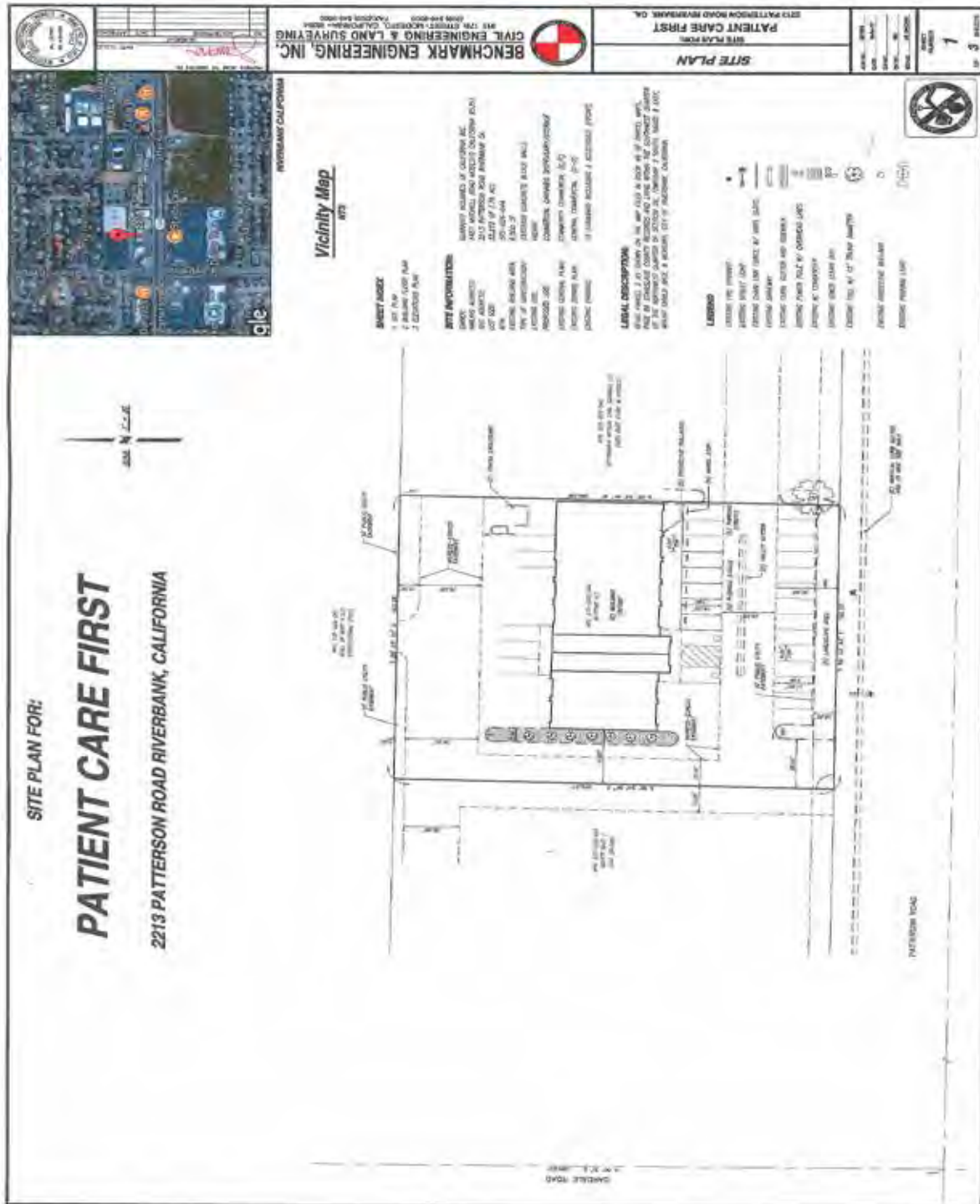


Exhibit C

THREE (3) YEAR LEASE AGREEMENT

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3 YEAR LEASE AGREEMENT

In consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the following described premises upon the following terms and conditions:

Article 1

BASIC LEASE PROVISIONS:

Effective Date: 11/01/2017

Landlord: Guaranty Holdings of California

Tenant: Pacafi Cooperative Inc.

Tenant's Trade Name & Use: Commerical Cannabis dispensary only (Article 7)
Space to be used solely for retail sales of cannabis and as a Cannabis dispensary

Lease Term: 3 years (Article 4)

Minimum Monthly Rental: ~~\$9020.00~~ per month for first year (Article 5A)

To Landlord: 2908 E. Whitmore Avenue, H-216
Ceres, California 95307

To Tenant: To the Premises at ~~2213 Paterson Rd. Riverbank~~ (Article 26)
CA

Security Deposit: \$ ~~9020.00~~ (Article 28)

Improvements: Tenant is responsible for all interior improvements and fixtures. Any expense concerning said improvements are the tenant's responsibility.

References in this Article 1 to other Articles are for convenience and designate some of the other Articles where references to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the balance of the Lease, the latter shall control.

Article 2

OPTION

Tenant is not given the option to extend the term as of this time.

- 2 -

{CW049035.3}

DEVELOPMENT AGREEMENT
CITY OF RIVERBANK
& PACAFI COOPERATIVE, INC. DBA FLAVORS
Page 34 of 68

Article 3
PREMISES

The Landlord hereby leases and demises unto the Tenant and the Tenant hereby leases and takes from the Landlord, as of the Effective Date set forth in Article 1 ("Effective Date") for the term, at the rental and upon the covenants and conditions hereinafter set forth, the commercial space located at 2213 Patterson Rd. Riverbank, CA. which is referred to herein as the "premises".

Article 4
TERM

The Lease shall commence on November 1, 2017, and shall continue thereafter during the Lease Term specified in Article 1 hereof, unless sooner terminated, as hereinafter provided in this Lease.

Article 5
MONTHLY RENTAL AMOUNT

The Tenant agrees to pay as rental for the use and occupancy of the premises, at the time and in the manner hereinafter provided, the following sums of money:

A. MONTHLY RENTAL. \$9020.00 as set forth in Article 1 hereof shall be payable each month in advance, on the first day of each month, without setoff or deduction, commencing November 1, 2017.

B. The rental amount shall increase to \$10,020.00 the second year as of November 1, 2018 and continue at that rate through November 1, 2020.

Article 6
LATE CHARGES

Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any mortgage or trust deed covering the premises. Should any installment of rent of any of the character described in Article 5 above, due from Tenant be not received by Landlord by the fifth (5th) day after such rent is due, Tenant shall pay to Landlord such unpaid amounts and a late charge equal to 6% of the payment amount plus any attorneys fees incurred by Landlord by reason of Tenant's failure to pay such amounts when due, including but not limited to a charge for a 3 day notice if served. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by the Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the over due amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

All rental and other payments shall be paid by the Tenant to the Landlord at 2908 E. Whitmore Avenue H-216, Ceres, California 95307, or at such other place as may from time to time be designated by landlord in writing at least ten (10) days prior to the next ensuing payment date.

Article 7
POSSESSION AND USE

Possession of the premises shall be delivered to the Tenant free and clear of all tenants and occupants and the rights of either, except those as may be specified herein.

The Tenant shall use the premises solely for the purposes and under the trade name specified in Article 1 herein. The Tenant shall not use or permit the premises to be used for any other purpose or purposes or under any other trade name whatsoever without the written consent of the Landlord first had and obtained.

The Tenant further covenants and agrees that it will not use or suffer or permit any person or persons to use the premises or any part thereof for conducting therein a secondhand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale, or for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations and requirements of the State, County and City where the premises are situated, or of other lawful authorities, and that during said term the premises, and every part thereof, shall be kept by the Tenant in a clean and wholesome condition, and Tenant shall not cause any unclean or unwholesome condition, objectionable noises odors or nuisances in the premises and Tenant shall immediately correct, at Tenant's expense, any such condition.

Tenant is responsible to comply with all laws regarding their product. If at any time any part of tenant's business or use of the premises becomes illegal or violates a law or ordinance, Tenant must take every action necessary to comply with the law and failure to do so constitutes a material violation of this lease and is grounds for immediate termination of this lease.

Tenant shall not cook on the premises.

No aerial or antenna shall be erected on the roof or exterior walls of the premises without first obtaining, in each instance, the written consent of Landlord. Any aerial or antenna so installed without such written consent shall be subject to removal without notice at any time.

Article 8
UTILITIES

Tenant agrees, at its own expense, to pay for all utilities used by tenant on the premises from and after the delivery of possession thereof by Landlord. If a separate meter is provided for Tenant for any utilities, it shall be at tenant's expense. Garbage is agreed to be considered a utility expense.

Tenant must have current utilities supplied to the premises at all times. If electricity, water, or gas is disconnected from the premises due to tenants instructions or non-payment or any other tenant caused reason then the failure to pay by the tenant or the disconnection shall be a substantial and material breach and shall be good cause for eviction.

Tenant agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or meter, or submetering system or device. Violation of this section is a material and substantial breach of this Agreement and shall entitle Landlord to all available remedies under this Agreement including eviction.

In addition to the minimum annual rental specified in Article 1, Tenant shall pay, monthly, in advance, a utility charge to reimburse Landlord for any utilities furnished by Landlord, if any, to the premises.

Landlord shall not be liable in damage or otherwise for any failure or interruption of any utility service being furnished to the premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

Article 9

INDEMNITY - INSURANCE - WAIVER OR SUBROGATION

This obligation to indemnify shall include attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from first notice that any claim or demand is to be made or may be made.

The Tenant hereby waives any rights tenant may have against the Landlord on account of any loss or damage occasioned by the Tenant, the tenant's respective property, the premises, tenants, invitees, or other third parties, or its contents or to other portions of the premises, arising from any risk generally covered by fire and extended coverage insurance; and the tenant, on behalf of tenant's insurance companies insuring the property of the Tenant against such loss, waive any right of subrogation that tenant may have against the Landlord. The foregoing waiver of subrogation shall be operative only so long as available in the State where the premises are situated and do not invalidate any such policy.

Tenant further covenants and agrees that from and after the Effective Date, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified in the form hereinafter provided for:

**** (i) PUBLIC LIABILITY AND PROPERTY DAMAGE. Bodily injury liability insurance with limits of not less than Three Million Dollars (\$3,000,000.00) combined each occurrence and in the aggregate insuring against any and all liability of the insured with respect to said premises or arising out of the maintenance, use or occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persona and injury or damage to property in this Article 9 contained.

(ii) PLATE GLASS. The Tenant shall be responsible for the maintenance of the plate glass on the premises but shall have the option either to insure the risk or self-insure.

(iii) TENANT IMPROVEMENTS. Insurance covering Tenant's leasehold improvements alterations, additions or improvements permitted under Article 11, trade fixtures, equipment (including air conditioning equipment and systems serving the premises), merchandise and personal property from time to time in, on or upon the premises, in an amount not less than eighty percent (80%) of their full replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

(iv) POLICY FORM. All policies of insurance provided for herein shall be issued by insurance companies with general policy holder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available "Best's" Insurance Reports, qualified to do business in the State where the premises is situated.

All such policies shall be issued in the names of Landlord and Tenant, and if requested by Landlord, Landlord's mortgagee or beneficiary, which policies shall be for the mutual and joint benefit and protection of the Landlord, Tenant and Landlord's mortgagee or beneficiary, and executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days after the Effective Date and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy.

All public liability and property damage policies shall contain a provision that the Landlord, although named an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of the Tenant. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Tenant in like manner and to like extent. All policies or insurance delivered to the Landlord must contain a provision that the company writing said policy will give to the Landlord twenty (20) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with or in excess of coverage which the Landlord may carry.

D. Notwithstanding anything to the contrary contained within this Article 9, the Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by the Tenant; provided, however, that the insured thereunder as their interests may appear and that the coverage afforded the Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. The Tenant agrees to permit the Landlord at all reasonable times to inspect the policies of insurance of the Tenant covering risks upon the premises for which policies or copies thereof are not required to be delivered to the Landlord.

**** E. Landlord shall at all times from and after the Effective Date, maintain in effect a policy or policies of insurance covering the building of which the premises are a part, in an amount not less than eighty percent (80%) of full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time during the term of this Lease (or the amount of such insurance Landlord's mortgage lender requires Landlord to maintain, whichever is the greater), providing protection against any peril generally included within the classification "Fire and Extended Coverage", together with insurance against rental interruption, sprinkler damage, vandalism and malicious mischief, earthquake, flood or such other protective insurance. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

F. Landlord shall be named as an additional insured under said policy.

Article 10

TENANT'S CONDUCT

Tenant agrees that it will not at any time during the term of this Lease carry any stock of goods or do anything in or about the premises which will in any way tend to increase the insurance rates upon the building of which the premises are a part. Tenant agrees to pay the landlord forthwith upon demand the amount of any increase in premiums for insurance against loss by fire that may be charged during the term of this Lease on the

amount of insurance to be carried by Landlord on the building of which the premises are a part resulting from the foregoing or from Tenant doing any act in or about said premises which does so increase the insurance rates, whether or not the Landlord shall have consented to such act on the part of Tenant.

If Tenant installs upon the premises any electrical equipment which constitutes an overload of the electrical lines of the premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Tenant shall, at its own expense, comply with all requirements, including the installation of fire extinguishers or automatic dry chemical extinguishing system, of the insurance underwriters, Insurance Services Office, or any governmental authority having jurisdiction thereover, necessary for the maintenance of reasonable fire and extended coverage insurance of the premises.

Article 11

TENANT'S RIGHT TO MAKE ALTERATIONS

The Tenant accepts the premises in "as is" condition. The Landlord agrees that the Tenant may, at its own expense and after giving Landlord notice in writing of its intention to do so, from time to time during the term hereof, make alterations, additions and changes in and to the interior of the premises (except those of a structural nature) as it may find necessary or convenient for its purposes, provided that the value of the premises is not thereby diminished, and provided, however, that no alterations, additions or changes costing in excess of One Thousand Dollars (\$1,000.00) may be made without first procuring the approval in writing of the Landlord. In addition, no alterations, additions or changes shall be made to any store front, the exterior walls or roof of the premises, nor shall Tenant erect any mezzanine, unless and until the written consent and approval of the Landlord shall first have been obtained.

In no event shall Tenant make or cause to be made any penetration through the roof of the premises without the prior written approval of Landlord. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Article.

All alterations, additions or changes to be made to the premises which require the approval of the Landlord shall be under the supervision of a competent licensed architect or competent licensed structural engineer and made in accordance with plans and specifications with respect thereto, approved in writing by the Landlord, before the commencement of work. All work with respect to any alterations, additions and changes must be done in a good and workmanlike manner, with all proper permits, and in compliance with all applicable governmental codes, ordinances, regulations and diligently prosecuted to completion to the end that the premises shall at all times be a complete unit except during the period of work. Landlord shall not be required to perform or pay for any work. Upon completion of such work, Tenant shall file for record in the office of the County Recorder where the building is located a Notice of Completion as required or permitted by law. Upon termination of the Tenant's leasehold estate such alterations, additions or changes shall be considered as improvements and shall not be removed by the Tenant but shall become a part of the premises. Any such changes, alterations and improvements shall be performed and done strictly in accordance with the laws and ordinance relating thereto. In performing the work of any such alterations, additions or changes, the Tenant shall have the work performed in such a manner as not to obstruct the access to the premises of any other tenant in the Premises.

In the event that Tenant shall make any permitted alterations, additions or improvements to the premises under the terms and provisions of this, Tenant agrees upon its part to carry such insurance as required by Article 9 covering any such alterations, additions or improvements, it being expressly understood and agreed that none of such alterations, additions or improvements shall be insured by Landlord under any insurance it may carry upon the building of which the premises are a part, no shall Landlord be required under any provisions for reconstruction of the premises to reinstall any such alterations, improvements or additions.

Article 12 **MECHANICS' LIEN**

The Tenant agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the premises, and the Tenant will keep the premises free and clear of all mechanics' liens and other liens on account of work done for the Tenant or persons claiming under it. The Tenant agrees to and shall indemnify, defend and save the Landlord free and harmless against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for the Tenant or persons claiming under it.

If the Tenant shall desire to contest any claim of lien, it shall furnish the Landlord adequate security of the value or in the amount of the claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, the Tenant shall pay and satisfy the same at once.

If the Tenant shall be in default paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and shall not have given the Landlord security to protect the property and the Landlord against such claim of lien, the Landlord may (but shall not be so required to) pay the said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from the Tenant to the Landlord, and the Tenant shall pay the same to Landlord with interest at the highest rate allowable under the Usury Laws of the State of California from the dates of the Landlord's payments.

Should any claims of lien be filed against the premises of any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

The Landlord or its representatives shall have the right to go upon and inspect the premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility, or such other notices which the Landlord may deem to be proper for the protection of the Landlord's interest in the premises. The Tenant shall, before the commencement of any work which might result in any such lien, give to the Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

Article 13 **ADVERTISING SIGNS**

The Tenant shall not affix or maintain upon the glass panes and supports of the windows (and within 24 inches of any window), doors and the exterior walls of the premises any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first

received the written approval of the landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, the Tenant shall not affix any sign to the roof of the premises.

Tenant shall erect signs in accordance with the provisions of the sign criteria of the City of *Riverbank* that applies to this location.

Article 14

FIXTURES AND PERSONAL PROPERTY

Any and all attached fixtures or attached equipment which is presently on the premises are and shall remain the property of the landlord.

Any trade fixtures, signs (with the exception of Tenant's exterior sign) and other personal property of the Tenant not affixed to the premises shall remain the property of the Tenant and the Landlord agrees that the Tenant shall have the right, provided the Tenant is not in default under the terms of this Lease, at any time, and from time to time, to remove such trade fixtures that are not attached to the premises, and other personal property which it may have stored in the premises. Nothing in this Article contained shall be deemed or construed to permit or allow the Tenant to remove such personal property without the immediate replacement thereof with similar personal property of comparable or better quality, as to render the premises unsuitable for conducting the type of business specified in Article 1.

The Tenant at its own expense shall immediately repair any damage occasioned to the premises by reason of the removal of such trade fixtures and other personal property, and upon the last day of the Lease Term or a date of earlier termination of this Lease, shall leave the premises in a neat and broom-clean condition, free of debris. All trade fixtures, signs and other personal property installed in or attached to the premises by the Tenant must be in new or in good condition when so installed or attached and shall remain with the property when Tenant vacates.

All improvements to the premises by the Tenant, including but not limited to light fixtures, floor coverings, partitions, but excluding trade fixtures, shall become the property of Landlord upon their installation. Landlord, at its sole and exclusive option, may require Tenant to remove Tenant's exterior office sign, which Tenant shall do within five (5) days after such request, at Tenant's sole cost and expense and the building shall be returned to its original condition.

Tenant shall pay, before delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon the trade fixtures, leasehold improvements, merchandise and other personal property in, on or upon the premises. In the event any such items of property are assessed with property of the Landlord, then, and in such event, such assessment shall be equitably divided between Landlord and Tenant to the end that Tenant shall pay only its equitable proportion of such assessment. Landlord shall determine the basis of prorating any such assessments and such determination shall be binding upon both Landlord and Tenant. No taxes, assessments, fees or charges referred to in this paragraph shall be considered as taxes under the provisions of Article 5 hereof.

Article 15

ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN CORPORATE OWNERSHIP

The Tenant shall not, and shall not have the power to, transfer, assign, sublet, enter into license or

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concession agreements, change of ownership, mortgage or hypothecate this Lease or the Tenant's interest in and to the premises. Any attempted or purported transfer, assignment, subletting, license or concession agreement, change of ownership, mortgage or hypothecation without the Landlord's written consent shall be void and confer no rights upon any third person.

Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's reasonable business judgment the quality of merchandising operation is or may be in any way adversely affected during the term of the Lease and/or the financial worth of the proposed new tenant is less than that of the Tenant executing this Lease or of Tenant and Tenant's Guarantor as the case may be. Nothing herein contained shall relieve Tenant or any Guarantor from its covenants and obligations for the term of this Lease.

Tenant agrees to reimburse Landlord for Landlord's reasonable administration and/or attorneys' fees incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, license or concession agreement, change of ownership, mortgage or hypothecation of this Lease or Tenant's interest in and to the premises.

Each transfer, assignment, subletting, license, concession agreement, mortgage or hypothecation to which there has been consent shall be by an instrument in writing in form satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecator or mortgagor and the transferee, assignee, sublessee, licensee, concessionaire or mortgagee in each instance, as the case may be; and each transferee, assignee, sublessee, licensee, concessionaire or mortgagee shall agree in writing for the benefit of the Landlord herein to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by the Tenant, including the payment of all amounts due to be come due under this Lease directly to the Landlord. One executed copy of such written instrument shall be delivered to the Landlord. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Article shall operate to prevent any such transfer, assignment, subletting, license, concession agreement or hypothecation from becoming effective.

In the event Tenant shall assign its interest in this Lease, or sublet the premises, with the Landlord's prior written consent, then the minimum monthly rental specified in Article 1 shall be increased, effective as of the date of such assignment or subletting, to the highest of (i) the rentals payable by any such assignee or sublessee pursuant to such assignment or sublease, or (ii) the minimum monthly rental specified in Article 1 increased by an rental increases then in effect. In no event shall the minimum monthly rental, after such assignment or subletting, be less than the minimum monthly rental specified in Article 1, or less than the last prior adjustment pursuant to any rent increases.

In addition to the foregoing, Tenant agrees that in the event Tenant shall assign or sublet its interest in this Lease in accordance with the provisions of this Article, Tenant shall pay to Landlord any and all consideration paid directly or indirectly for such assignment or sublease by Tenant from the assignee or sublessee of Tenant's leasehold interest.

If the Tenant hereunder is a corporation which, under the then current laws of the State where the Premises is situated, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) shall be deemed an assignment within the meaning and provisions of this Article 15.

Article 16
TENANT'S CONDUCT OF BUSINESS

The Tenant covenants and agrees that, continuously and uninterruptedly from and after its initial opening for retail sales of cannabis and as a cannabis dispensary. It will operate and conduct within the premises the retail sales of cannabis and as a cannabis dispensary, which it is permitted to operate and conduct under the provisions hereof, and that it will at all times keep its premises in a neat, clean and orderly condition.

Tenant agrees that all garbage, trash and rubbish of the said Tenant shall only be deposited within receptacles approved by Landlord and that there shall be no other trash receptacles permitted to remain outside of the building. Tenant agrees to cause such receptacles to be emptied and trash removed at Landlord's direction, and at Tenant's cost and expense, except if Landlord shall institute, provide, or cause to be provided such services or facilities for the removal of garbage, trash and rubbish.

Article 17
REPAIRS AND MAINTENANCE

The Tenant agrees at all times and at its own cost and expense, to repair, replace and maintain in good and tenable condition the premises and every part thereof and including without limitation the utility meters, pipes and conduits, all fixtures, and other equipment therein, the store front or store fronts, all Tenant's signs, locks and closing devices, and all window sash, casement or frames, door and door frames, floor coverings, including carpeting, terrazzo or other special flooring, and air conditioning and heating all such items or repair, maintenance, alteration and improvement or reconstruction as may at any time or from time to time be required by a governmental agency having jurisdiction thereof.

All glass, both exterior and interior, is at the sole risk of Tenant, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality.

Anything to the contrary notwithstanding contained in this Lease, Landlord shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless this lease requires the Landlord to make the repairs and the Tenant has previously notified the Landlord, in writing, of the need for such repairs and the Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

If Tenant refuses or neglects to make repairs and/or maintain the premises, or any part thereof, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant, and in the event such repairs are for the premises of two or more tenants, Landlord may, at its discretion, make certain prorations of the cost of said repairs to the tenants. IN such event the cost of such work shall be paid by Tenant as additional rent promptly upon receipt of a bill therefor.

As used in this Article the expression "exterior walls" shall be deemed to include store fronts, plate glass, window cases or window frames, or doors or door frames, security grills or similar enclosures. It is understood and agreed that the Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the premises or the mechanical equipment exclusively serving the premises at any time except as in this Lease expressly provided.

Upon any surrender of the premises, the Tenant shall redeliver the premises to the Landlord in

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good order, condition (broom-clean) and state of repair, ordinary wear and tear and casualty damages excepted, and excepting such items of repair as may be the Landlord's obligation hereunder. Unless waived by Landlord, in writing, Tenant shall accompany Landlord, or one of Landlord's authorized representatives, on a joint inspection of the Premises prior to such surrender and thereupon, deliver to Landlord the keys to said Premises.

The Tenant agrees to permit the Landlord and its authorized representatives to enter the premises at all times during business hours for the purpose of inspecting the same. The Tenant further covenants and agrees that the Landlord may go upon the premises and make any necessary repairs to the premises and perform any work therein

(i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Insurance Services Office or of any similar body or

(ii) that the Landlord may deem necessary to prevent waste or deterioration in connection with the premises if the Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from the Landlord or

(iii) that Landlord may deem necessary to perform construction work incidental to any portion of The premises adjacent to, above or below the premises. Nothing herein contained shall imply any duty on the part of the Landlord to do any such work which under any provision of this Lease the Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. No exercise by the Landlord of any rights herein reserved shall entitle Tenant to any compensation, damages or abatement of rent from Landlord for any injury or inconvenience occasioned thereby. In the event Landlord makes or causes any such repairs to be made or performed, as provided herein, Tenant shall pay the cost thereof to Landlord, forthwith, as additional rent upon receipt of a bill therefore, except for the work as provided in subparagraph (iii) above which will be at the sole cost and expense of Landlord.

Article 18

BANKRUPTCY--INSOLVENCY

The Tenant agrees that in the event:

(i) all or substantially all of the Tenant's assets are placed in the hands of a receiver or trustee, and receivership or trusteeship continues for a period of thirty (30) days, or

(ii) Tenant makes an assignment for the benefit of creditors or is finally adjudicated a bankrupt, or

(iii) Tenant institutes any proceedings under the Bankruptcy Act as the same now exists or under any amendment thereto which may hereafter be enacted, or under any other act relating to the subject of bankruptcy wherein the Tenant seeks to be adjudicated a bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceeding be filed against the Tenant under any such bankruptcy laws, then this Lease and any interest of Tenant in and to the premises shall not become an asset in any of such proceedings and, in any such events and in addition to any and all rights or remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to reenter the premises and take possession thereof and remove all persons therefrom, and the Tenant shall have no further claim thereon or hereunder. The provisions of this Article 20 shall also apply to any Guarantor of this Lease.

Article 19

DEFAULT BY TENANT

Should the Tenant at any time be in default hereunder with respect to any rental payments or

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other charges payable by the Tenant hereunder, or should the Tenant be in default in the prompt and full performance of any other of its promises, covenants or agreements herein contained; or should the Tenant vacate or abandon the premises; then the Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and in addition to any or all other rights or remedies of the Landlord hereunder and by the law provide, it shall be, at the option of the Landlord, without further notice or demand of any kind to Tenant or any other person:

(a) The right of the Landlord to declare the term hereof ended and to reenter the premises and take possession thereof and remove all persons therefrom, and the Tenant shall have no further claim thereon or hereunder; or

(b) The right of the Landlord without declaring this Lease ended to reenter the premises and occupy the whole or any part thereof for an on account of the Tenant and to collect said rent and any other rent that may thereafter become payable.

(c) The right of the Landlord, even though it may have reentered the premises, to thereafter elect to terminate this Lease and all of the rights of the Tenant in or to the premises.

Should the Landlord have reentered the premises under the provisions of subparagraph (b) above, the Landlord shall not be deemed to have terminated this Lease, or the liability of the Tenant to pay rent thereafter to accrue, or its liability for damages under any of the provisions hereof, by any such reentry or by any action in unlawful detainer, or otherwise, to obtain possession of the premises, unless the Landlord shall have notified the Tenant in writing that it has so elected to terminate this Lease, and the Tenant further covenants that the service by the Landlord of any notice pursuant to the unlawful detainer Statutes of California and the surrender of possession pursuant to such notice shall not (unless the Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by a written notice to the Tenant) be deemed to be a termination of this Lease.

In the event of any entry or taking possession of the premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

Should the Landlord elect to terminate this Lease under the provisions of subparagraph (a) or (c) above, the Landlord may recover from the Tenant as damages:

(i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus,

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in

the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in maintaining or preserving the premises after such default, preparing the premises for reletting to a new tenant, any repairs or alterations to the premises for such reletting, leasing commissions, or any other costs necessary or appropriate to relet the premises;

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State where the Premises is situated.

As used in subparagraphs (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the highest rate then allowed, at the time of award, under the Usury Laws of the State of California. As used in subparagraph (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Premises at the time of award plus one percent (1%).

For all purposes of this Article 21, the term "rent" shall be deemed to be the minimum annual rental and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the minimum annual rental, shall be computed on the basis of the average monthly amount there of accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rental before such sixty (60) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

In the event of default, all of the Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and other personal property shall remain on the premises and in that event, and continuing during the length of said default, Landlord shall have the right to take the exclusive possession of same and to use same, rent or charge free, until all defaults are cured, or, at its option, at any time during the term of this Lease, to require Tenant to forthwith remove same.

Notwithstanding any other provisions of this Article, the Landlord agrees that if the default complained of, other than for the payment of monies, is of such a nature that the same cannot be rectified or cured within the period requiring such rectification or curing as specified in the written notice relating thereto, then such default shall be deemed to be rectified or cured if the Tenant within such period so notifies Landlord in writing that Tenant has commenced the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing and does so complete the same with the use of such diligence as aforesaid.

The remedies given to the landlord in this Article shall be in addition and supplemental to all other rights or remedies which the Landlord may have under the laws then in force, or in equity.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance or rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or of any right of the Landlord to a forfeiture of the Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

Article 20
EMINENT DOMAIN

In the event the entire premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and the Tenant shall thereupon be released from any liability thereafter accruing hereunder.

In the event more than twenty-five percent (25%) of the square footage of Floor Area of the premises is taken under the power of eminent domain by any public or quasi-public authority, or if by reason of any appropriation or taking, regardless of the amount so taken, the remainder of the premises is not one undivided parcel of property, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required vacate a portion of the premises, upon giving notice in writing of such election within thirty (30) days after receipt by the Tenant from the Landlord of written notice that said premises have been so appropriated or taken. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder. The Landlord agrees immediately after learning of any appropriation or taking to give to the Tenant notice in writing thereof.

If this Lease is terminated in either manner hereinabove provided, the Landlord shall be entitled to the entire award or compensation in such proceedings, but the rent and other charges for the last month of the Tenant's occupancy shall be prorated and the Landlord agrees to refund to the Tenant any rent or other charges paid in advance. The Tenant's right to receive compensation or damages for its fixtures and personal property shall not be affected in any manner hereby.

However, Tenant shall be entitled to any condemnation award it is awarded in any action it brings on its own behalf due to a condemnation.

If both Landlord and Tenant elect not to so terminate this Lease, Tenant shall remain in that portion of the premises which shall not have been appropriated or taken as herein provided, or in the event less than twenty-five percent (25%) of the square footage of Floor Area of the premises shall be appropriated under the power of eminent domain by any public or quasi-public authority, and the remainder thereof is an undivided parcel of property, then in either such event the Landlord agrees, at the Landlord's cost and expense, to restore, as soon as reasonably possible, the premises on the land remaining, to a complete unit of like quality and character as existed prior to such appropriation or taking; and thereafter the minimum annual rental provided for in Article 1 hereof shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining; and the Landlord shall be entitled to receive the total award or compensation in such proceedings.

For the purposes of this Article 20, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

Article 21
ATTORNEY'S FEES

In the event that at any time during the term of this Lease either the Landlord or the Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful party. The attorney fees shall be limited to \$2,000.00.

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Article 22

SALE OF PREMISES BY LANDLORD

In the event of any sale or exchange of the premises by the Landlord, the Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission relating to the premises or this Agreement occurring after the consummation of such sale or exchange and assignment.

Article 23

SUBORDINATION - ATTORNMENT

Upon written request of the Landlord, or any mortgagee or beneficiary of Landlord, Tenant will in writing subordinate its rights hereunder to the interest of any ground lessor of the land upon which the premises are situated, as well as the lien of any mortgage or deed of trust, now or hereafter in force against the land and building of which the premises are a part, and upon any building hereafter placed upon the land of which the premises are a part, and to all advances made or hereafter to be made upon the security thereof.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided that the purchaser shall acquire and accept the premises subject to this Lease.

Within ten (10) days after written request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the premises or the land thereunder by the Landlord, an offset statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate addressed to any such proposed mortgagee or purchaser or to the Landlord certifying that this Lease is in full force and effect (if such be the case) and that there are no defenses or offsets thereto or stating those claimed by Tenant.

Article 24

CAPTIONS AND TERMS

The captions of Articles of this Lease are for convenience only, are not a part of this lease and do not in any way limit or amplify the terms and provisions of this Lease. Except, as otherwise specifically stated in this lease, "the term" shall include the original term and any extension, renewal or holdover thereof.

If more than one person or corporation is named as Landlord or Tenant in this Lease and executes the same as such, then and in such event, the words "Landlord" or "Tenant" wherever used in this Lease are intended to refer to all such persons or corporations, and liability of such persons or corporations for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural.

Article 25

NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed to the addresses of the parties specified in Article 1 hereof. Either party may change such address by written notice by certified or registered mail to the other.

Any notices Landlord is required or authorized to deliver to Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in this lease must be in writing but shall be deemed to have been duly given or served upon Tenant by delivering a copy of such notice to one of Tenant's managing employees at the premises and by mailing a copy of such notice to Tenant by certified mail.

Article 26 **OBLIGATIONS OF SUCCESSOR**

The parties hereto agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

Article 27 **SECURITY DEPOSIT**

A. Tenant shall pay to Landlord the sum specified in Article 1 hereof as a "Security Deposit". Said deposit shall be held by Landlord without liability for interest, as a security deposit for the faithful performance by Tenant of all the terms of the Lease by said Tenant.

B. If any of the rents herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of the Tenant, or Tenant shall fail to perform any of the terms of this Lease, then Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of rent or additional rent or loss or damage sustained by Landlord due to such breach on the part of Tenant; and Tenant shall forthwith upon demand restore said security to the original sum deposited. Should Tenant comply with all of said terms and promptly pay all of the rentals as they fall due and all other sums payable by Tenant to Landlord, said deposit shall be returned in full to Tenant at the end of the term. If Landlord claims deductions against the security deposit, then Landlord and Tenant agree that the remaining deposit shall be returned to Tenant no later than twenty one (21) days after Landlord receives possession of the premises.

C. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to filing of such proceedings.

D. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferees.

Article 28 **MISCELLANEOUS**

A. It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant, or any other party.

B. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render provision valid, then the provision shall have the meaning which renders it valid.

C. In the event the Tenant hereunder shall be a corporation, the persons executing this Lease on behalf of the Tenant hereby covenant and warrant that the Tenant is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify Tenant to do business in the State where the premises is situated; all franchise and corporate taxes have been paid to date; and all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due. Further that the person executing this agreement represents that they have specific authority from the corporation to do so.

D. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. Any amendments or modifications to the Lease must be in writing, executed by both Landlord and Tenant, in order to be effective and binding.

E. Landlord reserves the absolute right to affect such other tenancies in the premises as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interests of the premises. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or number of tenants shall during the term of this Lease occupy any space in the premises. This Lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

F. The laws of California shall govern the validity, performance and enforcement of this Lease. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result. Venue for any legal action shall be in Stanislaus County.

G. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

H. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease.

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I. Tenant hereby expressly waives any and all rights or redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

J. The Tenant herein covenants by and for himself his heirs, executors, administrators and assigns and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, sex, marital status, color, creed, national origin or ancestry, in the subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the Tenant himself, or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessee, subtenants or vendees in the premises herein leased.

K. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of rents or other income from such property receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right title and interest in the premises site, and neither Landlord nor any of the individuals or entities comprising the Landlord, shall be liable for any deficiency.

Landlord shall not be liable for any damage done or occasioned by or from the electrical system, the heating or air conditioning system, the plumbing and sewer systems in, upon or about the Premises or the building of which the Premises are a part, nor for damages occasioned by water, snow or ice being upon or coming through the roof, trapdoor, walls, windows, doors or otherwise, nor for any damage arising from acts of negligence of Co-Tenants or other occupants of the building or buildings of which the Premises may be a part, or the acts of any owners or occupants of adjoining or contiguous properties; and furthermore, Landlord shall not be liable for any damage occasioned by reason of the construction of the Premises or for failure to keep the Premises in repair, unless Landlord is obligated to make such repairs under the term hereof, and unless notice of the need for repairs has been given to Landlord, a reasonable time has elapsed and Landlord has failed to make such repairs.

In any event, Landlord shall not be liable for any damage to Tenant's leasehold improvements, fixtures, or merchandise resulting from fire or other insurable hazards, regardless of the cause thereof, and Tenant hereby releases Landlord from all liability for such damage.

L. The submission of this Lease to Tenant shall be examination purposes only and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest by Tenant in, the Premises or any other premises situated in the premises. Execution of this Lease by Tenant and return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed and delivered an executed copy of this Lease to the Tenant.

M. Tenant warrants that it has not had any dealings with any realtor, broker, or agent, in connection with the negotiation of this Lease, and agrees to pay and to hold Landlord harmless from any cost, expense or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent, with respect to this lease or the negotiation of this Lease.

N. Landlord and Tenant hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either party on any matter whatsoever arising out of, or in any way connected with, this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

AS (Tenant to initial) SR (Landlord to initial)

O. Tenant shall fully release and indemnify Landlord and Landlord's legal representatives, assigns, and agents, partners, and owners, from all liability, rights, claims, interests and causes of action which are brought against Landlord as a result of any actions or conduct of Tenant or that are brought as a result of Tenants business or tenancy. This shall include any attorney fees or other costs incurred which Landlord may incur.

Article 29
EXECUTION

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this Lease on the day and year first above written. This lease is effective upon the last signature.

Guaranty Holdings of California, Inc.

LANDLORD: Shay Roberts
By: _____

TENANT: AS

TENANT: _____

TENANT: _____

F:\WPDOCS\RENTAL & LEASE AGREEMENTS\3 YEAR COMMERCIAL LEASE AGREEMENT GUARANTY HOLDINGS.WPD

Exhibit D

Notice of Non-Performance Penalty

DATE: _____, 20__

PARTIES: CITY OF RIVERBANK, a California municipal corporation
6707 3rd Street
Riverbank, California 95367

PACAFI COOPERATIVE, INC DBA FLAVORS, a California
cooperative corporation

THIS NOTICE OF NON-PERFORMANCE PENALTY ("Penalty Notice") is being executed by the City of Riverbank, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 2017, City recorded a development agreement between the City and Pacafi Cooperative, Inc. DBA Flavors ("Developer"), dated December 12, 2017 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary.
- B. Pursuant to Section 4.2 of the Development Agreement, Developer agrees to pay to City a Public Benefit on the first business day of each month during the term of the Development Agreement.
- C. On _____, 20__, the Public Benefit was due to City by Developer. City did not receive payment.
- D. Pursuant to Section 4.5 of the Development Agreement, if Developer fails to make payment when it is due, City may impose a penalty of one percent (1%) of the total of the past due amounts ("Penalty"). As of _____, 20__, the past due amount equals \$_____. The Penalty owed by Developer equals \$_____ ("Penalty Amount").

- E. Pursuant to Section 4.5 of the Development Agreement, Developer shall make payment of the Penalty Amount in a single installment due within fifteen (15) days of delivery of this Penalty Notice ("Penalty Due Date").
- F. Pursuant to Section 4.6 of the Development Agreement, if Developer fails to pay the Penalty Amount before the Penalty Due Date, then in addition to the Penalty Amount specified in subdivision (E), Developer shall pay City interest on the Penalty Amount, at the rate of eighteen percent (18%) per annum ("Penalty Interest Payment"), computed from the Penalty Due Date specified in subdivision (F). The Penalty Interest Payment is due fifteen (15) days following delivery of the Penalty Due Date. As of _____, 20__, the Penalty Interest Payment amount equals \$_____.
- G. Nothing contained herein shall constitute a waiver of City's future claims for the Public Benefit, Penalty, or interest on the Penalty.

NOW, THEREFORE, City hereby provides Developer the Penalty Notice required by Section 4.5 of the Development Agreement. This Penalty Notice shall be effective upon notice pursuant to Section 10.3 of the Development Agreement.

CITY OF RIVERBANK,
a California municipal corporation

By: _____
City Manager

Exhibit E

INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING

THIS INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING (“Agreement”) is made and entered into on this ____ day of _____ 2017, (“Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”) and Pacafi Cooperative, Inc. DBA Flavors (“Applicant”). City and Applicant may be referred to herein individually as a “Party” or collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. In 1996, the people of the state of California approved Proposition 215, the Compassionate Use Act of 1996 (“CUA”). The CUA enables seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted Senate Bill 420, entitled the Medical Marijuana Program (“MMP”), which authorizes qualified patients and their primary caregivers to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code.

B. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

C. On November 8, 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act (“AUMA”). AUMA legalizes the cultivation, commercial sale, and possession of recreational cannabis for adults age 21 and older.

D. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which created a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction.

E. Riverbank Municipal Code (“R.M.C.”) chapter 120 authorizes cannabis businesses to operate within the City under specified restrictions pursuant to a Cannabis Pilot Program.

F. Applicant intends to improve, develop, and use real property to operate a cannabis dispensary business within the City (the “Project”) in strict compliance with MAUCRSA and R.M.C. chapter 120. Applicant must obtain certain land use entitlements including a Development Agreement and a conditional use permit (“Land Use Entitlements”) prior to initiating the Project.

G. Applicant has an agreement to purchase that certain real property located in the City of Riverbank, identified as Stanislaus County Assessor’s Parcel Number 075-026-044 (the “Property”), shown on **Exhibit A** attached hereto (“Property Description”).

H. As a condition of approval of the Land Use Entitlements, City has required Applicant to enter into this Agreement.

I. It is in the public interest for City and Applicant to enter into this Agreement, as Applicant will benefit from City’s processing of the Project.

J. Applicant desires to enter into this Agreement to fulfill a condition of approval of the Project, which is a prerequisite for construction of the Project.

AGREEMENT

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

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Applicant’s Indemnification Obligations.

2.1. Indemnification for Land Use Entitlements. To the fullest extent permitted by law, Applicant shall indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, and volunteers (collectively, “City’s Agents”) from any and all liability arising out of a claim, action, or proceeding against the City, or City’s Agents, to attack, set aside, void, or annul, an approval concerning the Land Use Entitlements by reason of the action or inaction of City, or City’s Agents. Applicant’s duty to indemnify and hold harmless shall not extend to any claim, action or proceeding arising from the gross negligence or willful

misconduct of City, or City's Agents.

Applicant's obligations under this Agreement to indemnify City shall apply to any claim, lawsuit or challenge against City brought against the Project, specifically including, but not limited to, any legal challenge based on the California Environmental Quality Act, codified in California Public Resources Code section 21000 et seq.; actions or proceedings brought to challenge the validity of environmental documents prepared in conjunction with the approval of the Project or Land Use Entitlements, or the requirements of any other federal, state, or local laws, including, but not limited to, general plan, specific plan, and zoning requirements.

2.2. Tender of Defense. Upon receiving notice of a claim and pursuant to Article 6 of the Land Use Entitlements, Applicant shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. Regardless of whether Applicant chooses to defend City pursuant to Section 6.4 of the Land Use Entitlements, City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter.

2.3. Deposit for Costs. Applicant shall make a refundable deposit to the City within thirty (30) days of written notification from the City ("Cost Deposit"), to cover the estimated fees and costs associated with the City's defense of any claim, action or proceeding. Applicant shall make any and all additional payments to City to replenish the Cost Deposit within thirty (30) days of written notice from City.

2.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of the Land Use Entitlements, which shall entitle City to all remedies available under law including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of the Land Use Entitlements. Applicant's failure to indemnify City shall be a waiver by Applicant of any right to proceed with the Project, or any portion thereof, and a waiver of Applicant's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of the Land Use Entitlements, or City's failure to defend any claim, action or proceeding based on Applicant's failure to indemnify City.

2.5. Satisfaction of Judgment. With respect to any claims, demands, acts, causes of action, damages, costs, expenses, settlements, losses or liabilities which Applicant has indemnified City against, Applicant shall pay and satisfy any judgment, award, settlement or decree that may be rendered or agreed against City and City's Agents arising out of any final, non-appealable judicial or administrative action.

2.6. Payment of Costs and Fees. Applicant's obligations under this Agreement to defend and indemnify City shall include, but not be limited to, payment of all court costs and

attorneys' fees, all litigation-related costs, all costs of any judgments or awards against City, or all settlement costs which arise out of City's processing or approval of the Project.

2.7. Continuing Obligation. Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate or otherwise transfer all or any of the rights or obligations of this Agreement, and notwithstanding a change in or transfer of Developership of the real property upon which the Project is located (or any interest therein). However, Applicant may be released from such obligations if Applicant obtains City's prior written consent to such transfer, which consent shall not be unreasonably withheld.

Section 3. City's Obligations. City shall notify Applicant of any claim, action or proceeding within ten (10) business days of receiving service of any claim, action or proceeding. If City fails to notify Applicant of any claim, action, or proceeding, Applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. City shall have and retain, in its sole discretion, the right to not participate in the defense of any claim, action, or proceeding. At its sole discretion, the City may participate at its own expense in the defense, but such participation shall not relieve Applicant of any obligation imposed by this Agreement.

Section 4. Notice. Any notice or communication required hereunder between City and Applicant must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), 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 facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. 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, California 95367

Attention: City Clerk

With copy to

City of Riverbank
6707 3rd Street
Riverbank, California 95367
Attn: City Manager
sscully@riverbank.org

and

Churchwell White, LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.
doug@churchwellwhite.com

If to Applicant:

Pacafi Cooperative, Inc. DBA Flavors

and

Section 5. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Applicant.

Section 6. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the action and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 7. Agreement is Voluntary. The Parties acknowledge that they have entered into this Agreement voluntarily, on the basis of their own judgment and without coercion, and not in reliance on any promises, representations, or statements made by the other Party other than those contained in this Agreement. This Agreement incorporates the entire understanding of the Parties and recites the sole consideration of the promises and agreements contained within it. The Parties have read this Agreement and are fully aware of its contents and legal effect.

Section 8. Time of Essence. Time is of the essence for this Agreement, and each section

{CW049035.3}

DEVELOPMENT AGREEMENT
CITY OF RIVERBANK
& PACAFI COOPERATIVE, INC. DBA FLAVORS
Page 60 of 68

contained within this Agreement is made and declared to be a material, necessary, and essential part of this Agreement.

Section 9. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10. Authority. All Parties to this Agreement 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 had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 11. Noninterference. No Party will do anything to interfere with or inhibit the ability of the other to comply with their respective obligations under the terms of this Agreement._

Section 12. Ambiguities. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

Section 13. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 14. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement. The Parties will act in good faith to carry out the intent of this Agreement._

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 16. Venue. Venue for all legal proceedings shall be in the Superior Court of California, in and for the County of Stanislaus.

Section 17. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing

Party shall be entitled to reasonable attorney's 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.

Section 18. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 19. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this Agreement on the day, month and year first above written.

APPLICANT

Pacafi Cooperative, Inc. DBA Flavors, a California cooperative corporation

By: _____

Name: _____

Its: _____

Date: _____

CITY

City of Riverbank, a California municipal corporation

By: _____
Sean Scully, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Douglas L. White, Deputy City Attorney

Exhibit F

Notice of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §
6103

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20____

PARTIES: CITY OF RIVERBANK, a California municipal corporation
6707 3rd Street
Riverbank, California 95367

PACAFI COOPERATIVE, INC DBA FLAVORS, a California cooperative
corporation

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Riverbank, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 2017, City recorded a development agreement between the City and Pacafi Cooperative, Inc. DBA Flavors ("Developer"), dated _____, 2017 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary.

- B. Pursuant to Sections 1.7 and 9.1 of the Development Agreement, the term of the Development Agreement expires three (3) years from _____, 2017, on _____, 2020.
- C. Pursuant to Section 9.1 of the Development Agreement, once terminated, the Development Agreement has no further force or effect, unless otherwise set forth in the Development Agreement.

NOW, THEREFORE, City hereby terminates, cancels, and otherwise releases Developer and Developer's heirs, executives, administrators, successors, and assigns from their obligations in the Development Agreement on this ____ (day) of ____ (month), 2020, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF RIVERBANK,
a California municipal corporation

By: _____
City Manager

Exhibit G

Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §
6103

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__, by and between Pacafi Cooperative, Inc. DBA Flavors ("Developer") and _____ ("Assignee"). Developer may be referred to herein as ("Assignor").

RECITALS

A. On _____, 2017, Assignor and the City of Riverbank (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Riverbank, a California municipal corporation and Pacafi Cooperative, Inc. DBA Flavors" relating to the improvement, development, and use of real property to operate a cannabis dispensary business (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Number 075-026-044 (the "Property").

B. Section 10.1 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval by the City Manager of the City of Riverbank (the "City Manager").

C. Assignor intends to assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to City Manager a written request for consent to assignment. City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements

Section 10.1 of the Development Agreement for an Assignment and Assumption Agreement, and is executed with the consent of City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.
2. Assignor hereby assigns to Assignee all of the Assignable Rights of Assignor under the Development Agreement.
3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Agreement, Assignee shall become substituted for Assignor as the “Developer” under the Development Agreement.
4. This Agreement shall take effect and be binding only upon City Manager’s consent to and approval of the Agreement.
5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.1 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.
6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signatures on the following page]

ASSIGNOR / DEVELOPER:

PACAFI COOPERATIVE, INC. DBA
FLAVORS, a California cooperative
corporation

Its: _____

ASSIGNEE

_____, a
California _____

By: _____

AGREED TO AND ACCEPTED:

CITY OF RIVERBANK
a California municipal corporation

City Manager

**CITY OF RIVERBANK
RESOLUTION NO. 2017-025**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK,
RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
RIVERBANK AND PACAFI COOPERATIVE, INC., A CALIFORNIA COOPERATIVE
CORPORATION DOING BUSINESS AS FLAVORS**

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

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

WHEREAS, the City adopted Resolution No. 99-39 authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and

WHEREAS, Resolution No. 99-39 requires a written application with specified data to be submitted to the City for consideration of any development agreement; and

WHEREAS, Pacafi Cooperative, Inc., a California cooperative corporation doing business as Flavors (collectively "Flavors") submitted an application to the City for consideration of a development agreement to operate a cannabis dispensary business (the "Project"); and

WHEREAS, Flavors proposes to improve, develop, and use real property for the Project, in strict accordance with applicable state and local law, including, but not limited to, the Riverbank Municipal Code; and

WHEREAS, Flavors has a lease agreement to occupy that certain real property located at 2213 Patterson Road in the City of Riverbank, Assessor's Parcel Number 075-026-044 on which Flavors intends to develop the Project; and

WHEREAS, City and Flavors seek to enter a development agreement for the Project (the "Development Agreement") pursuant to Government Code section 65864 *et seq.* and all applicable local and state laws; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 21, 2017, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, environmental impacts for the Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*), and the City determined the Project site is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL APPROVAL OF ORDINANCE NO. 2017-XXX, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIVERBANK AND PACAFI COOPERATIVE, INC., A CALIFORNIA COOPERATIVE CORPORATION DOING BUSINESS AS FLAVORS, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 21st day of November, 2017; motioned by Commissioner McKinney, seconded by Commissioner Tabacco, and upon roll call was carried by the following Planning Commission vote of 3-1:

AYES: Commissioners: McKinney, Tabacco and McRitchie

NAYS: Commissioner: King

ABSENT: Commissioner: Stewart

ABSTAIN: None

Attest:

Approved:

Donna M. Kenney
Secretary to the Planning Commission

Anthony McKinney
Chairperson

**City of Riverbank
Planning Commission
Resolution No. 2017-026**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK
APPROVING THE REQUEST OF PACAFI COOPERATIVE, INC. FOR A
CONDITIONAL USE PERMIT TO OPERATE A CANNABIS DISPENSARY WITHIN
THE GENERAL COMMERCIAL (C2) ZONING DISTRICT LOCATED AT
2213 PATTERSON ROAD, APN: 075-026-044**

WHEREAS, the Community Development Department of the City of Riverbank has heretofore held a duly noticed public hearing, as required by law, on the requested Use Permit, in accordance with the Riverbank Municipal Code, Section 153.360-153.374; and

WHEREAS, the project proponent is PACAFI Cooperative Inc.; and

WHEREAS, the applicant is requesting to operate a cannabis dispensary within the General Commercial (C2) zoning district; and

WHEREAS, the property has a general plan designation of Community Commercial (C/C); and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the proposed Use Permit is consistent with all applicable general and specific plans; and

WHEREAS, the proposed Conditional Use Permit with the conditions of approval is in conformity with both the intent and provisions of the Zoning Ordinance, RMC 153.216 of the City of Riverbank Code of Ordinances; and

WHEREAS, the project was found to be categorically exempt according to the California Environmental Quality Act, Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility that will not have a significant effect on the environment; and

WHEREAS, the request of PACAFI Cooperative, Inc. for the Conditional Use Permit is hereby granted and approved, subject to the following conditions:

- 1) This approval is dependent upon and limited to the proposals and plans contained, supporting documents submitted, presentations made to staff, Planning Commission and/or City Council as affirmed to by the applicant. Any variation from these plans, proposals, supporting documents or presentations is subject to review and approval by staff prior to implementation.

- 2) The applicant shall secure and comply with all applicable state and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- 3) The applicant shall comply with all regulations and code requirements of the Community Development Director, City Engineer, Building Official, Stanislaus Consolidated Fire Protection District, the Police Chief, State of California, and any other agencies requiring review of the project. If required, these agencies shall be supplied copies of the final maps, site plans, public improvement plans, grading plans and building plans.
- 4) All conditions of approval for this project shall be written by the project developer on all building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all construction plans kept on the project site. It is the responsibility of the building developer to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Community Development Director must be received before any changes are constituted in site design, building design, building colors or materials, etc.
- 5) Site plan shall be in substantial conformance to the existing site plan as submitted. Any proposed changes to the exterior of the building or site shall be reviewed by the Community Development Director, who will determine if Architecture and Site Plan Review is required. If required, plans shall be prepared, wet signed and sealed by a civil engineer, land surveyor, or architect registered in the State of California and licensed to prepare site and/or building plans.
- 6) Should the project be found, at any time, not to be in compliance with any of the Conditions of Approval, if the site receives numerous Health and/or Safety violations, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents or presentations to staff, Planning Commission or City Council, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to be violated.
- 7) All business partners and employees shall obtain background checks (Live Scans) before operations may commence.
- 8) Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the applicant a copy of this signed resolution and an approved building permit.

- 9) The hours of construction, including equipment warm-up, shall be limited to 7:00 a.m. to 6:30 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on weekends and legal holidays.
- 10) All new construction, including tenant improvements, requires building permits in accordance with all applicable building and fire codes.
- 11) The applicant shall defend, indemnify and hold harmless the City of Riverbank, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, or any aspect of the City's consideration of applicant's project. The applicant recognizes and agrees that applicant's voluntary commitment to meet the obligations described in this condition is an integral factor in the City's approval of this project. The intent of this condition is to require the applicant to bear the cost of any and all litigation instituted to overturn or in any way modify the City's approval of this project. Such costs include without limitation, any award of attorney's fees and costs to a prevailing plaintiff or petitioner.
- 12) This approval may be recalled to the Planning Commission for review at any time due to complaints regarding lack of compliance with conditions of approval, traffic congestion, noise generation, or other adverse operating characteristics. At such time, the Commission may revoke the approval or add/modify conditions approval.
- 13) All new exterior light fixtures shall be shown on plans subject to staff review and approval. All lights attached to buildings shall provide a soft "wash" of light against the wall. All building and parking or yard lights shall conform to City Standards and shall compliment the site and building architecture.
- 14) The Project and Project applicant shall strictly comply with all administrative guidelines promulgated by the City for the operation of a cannabis dispensary, specifically including any administrative guidelines later adopted by the City, or as may be changed from time to time.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission that the requested Conditional Use Permit is approved subject to those conditions established by Resolution No. 2017-026 and attached Exhibits A and B.

Passed and adopted by the Planning Commission of the City of Riverbank at a regular meeting held on the 21st of November, 2017, motioned by Commissioner McKinney, seconded by Tabacco, and upon roll call was carried by the following vote 3 - 1:

AYES: Commissioners: McKinney, Tabacco and McRitchie

NOES: Commissioner: King

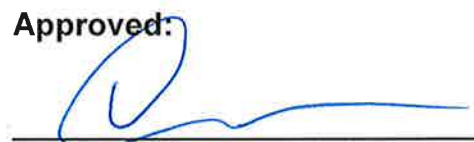
ABSENT: Commissioner: Stewart

ABSTAIN: None

Attest:


Donna M. Kenney, Secretary
Planning and Building Manager

Approved:


Anthony McKinney, Chairperson
Planning Commission

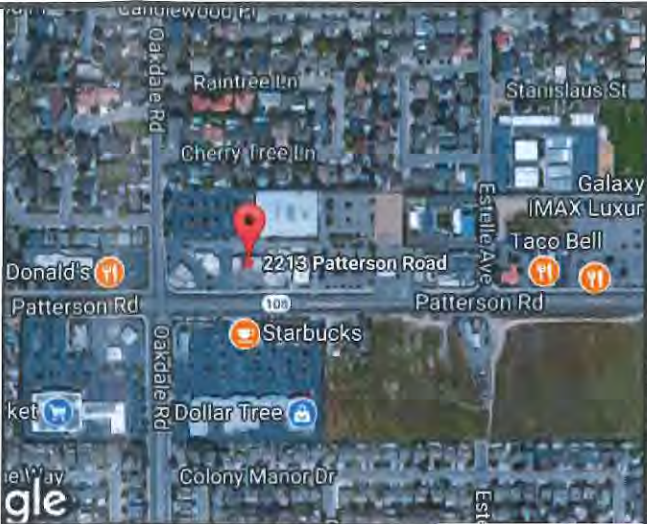
Exhibits: **A – Site Plan**
 B – Floor Plan

SITE PLAN FOR:

PATIENT CARE FIRST

2213 PATTERSON ROAD RIVERBANK, CALIFORNIA

SCALE 1" = 20'



RIVERBANK CALIFORNIA

Vicinity Map NTS

SHEET INDEX

- 1 SITE PLAN
- 2 BUILDING FLOOR PLAN
- 3 ELEVATIONS PLAN

SITE INFORMATION:

OWNER: GUARANTY HOLDINGS OF CALIFORNIA INC.
MAILING ADDRESS: 1407 MITCHELL ROAD MODESTO CALIFORNIA 95351
SITE ADDRESS: 2213 PATTERSON ROAD RIVERBANK CA
LOT SIZE: 33,272 SF (.76 AC)
APN: 075-026-044
EXISTING BUILDING AREA: 6,500 SF
TYPE OF CONSTRUCTION: EXTERIOR CONCRETE BLOCK WALLS
EXISTING USE: VACANT
PROPOSED USE: COMMERCIAL CANNABIS DISPENSARY/STORAGE
EXISTING GENERAL PLAN: COMMUNITY COMMERCIAL (C/C)
EXISTING ZONING PLAN: GENERAL COMMERCIAL (C-2)
EXISTING PARKING: 19 STANDARD INCLUDING 2 ACCESSIBLE (FRONT)

LEGAL DESCRIPTION:

BEING PARCEL 2 AS SHOWN ON THE MAP FILED IN BOOK 48 OF PARCEL MAPS, PAGE 96 STANISLAUS COUNTY RECORDS AND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE & MERIDIAN, CITY OF RIVERBANK, CALIFORNIA.

LEGEND

EXISTING FIRE HYDRANT
EXISTING STREET LIGHT
EXISTING CHAIN LINK FENCE W/ VINYL SLOTS
EXISTING DRIVEWAY
EXISTING CURB, GUTTER AND SIDEWALK
EXISTING POWER POLE W/ OVERHEAD LINES
EXISTING AC CONDENSER
EXISTING SEWER CLEAN OUT
EXISTING TREE W/ 12" TRUNK DIAMETER
EXISTING PROTECTIVE BOLLARD
EXISTING PARKING LIGHT



SITE PLAN

SITE PLAN FOR:

PATIENT CARE FIRST

2213 PATTERSON ROAD RIVERBANK CA.

JOB NO. 231000
DATE 10-04-17
DR BY
CK BY FM
SCALE AS SHOWN

SHEET NUMBER

1

OF 3 SHEETS



DATE	03-11-17
APPROVED	
REVISIONS	
NO	DESCRIPTIONS

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17th STREET - MODESTO, CALIFORNIA 95354
(209) 548-9300 FAX: (209) 548-9305



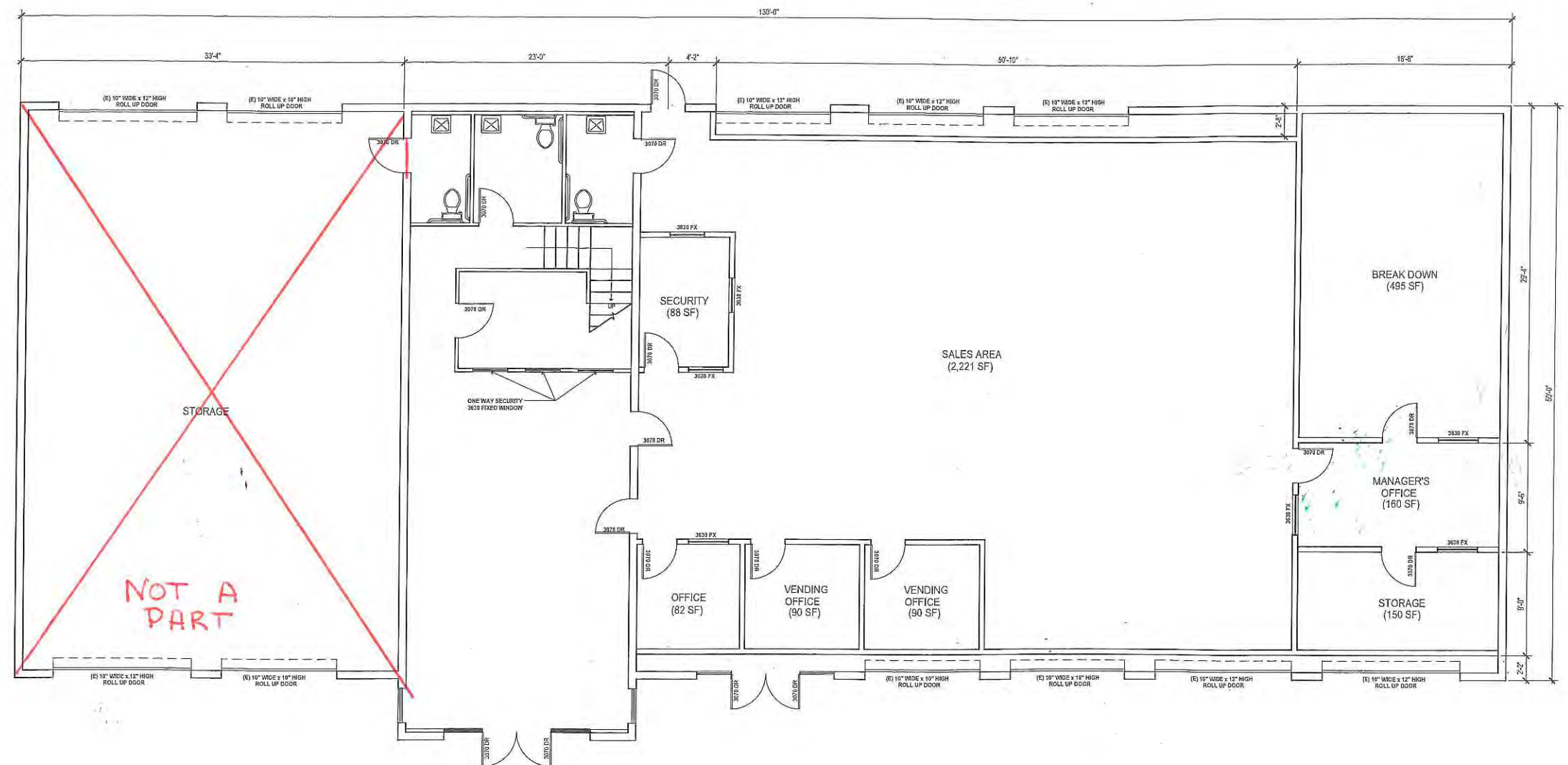
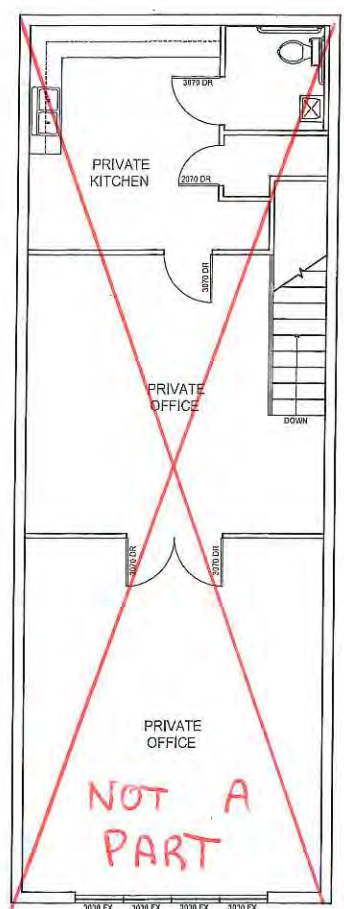
PROPOSED FLOOR PLAN
SITE PLAN FOR:
PATIENT CARE FIRST
2213 PATTERSON ROAD RIVERBANK CA.

JOB NO. 231800
DATE 10-04-17
DR BY KMC
CK BY RM
SCALE AS SHOWN

SHEET NUMBER
2
OF 3 SHEETS



SCALE: 3/16" = 1'-0"



PROPOSED FLOOR PLAN

SCALE: 3/16" = 1'-0"

X = Not a part of the dispensary.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.2

SECTION 5: PUBLIC HEARING

Meeting Date: December 12, 2017

Subject: Consideration of:

- 1) A **Resolution** Approving the General Plan Amendment No. 01-2016 Redesignating 9.1 ± Acres to Low Density Residential (LDR) Located at 6272 Central Avenue (APN 062-021-008), a Project Known as River Run; and
- 2) The First Reading by Title Only and Introduction of a Proposed Zoning **Ordinance** Amendment No. 01-2016 Approving the Rezoning of 9.1± Acres to Planned Development, Located At 6272 Central Avenue (APN 062-021-008) a Project Known as River Run; and
- 3) A **Resolution** Approving the Request of R&K Lowe 1997 Revocable Trust for Tentative Map Application No. 01-2016 to Subdivide 9.1± Acres into 51 Planned Development Single Family Residential Lots

From: Sean Scully, City Manager

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

RECOMMENDATION

It is recommended that the City Council consider the proposed resolutions and conduct the related public hearing for the first reading and introduction of the proposed ordinance and consider its approval, which initiates the second reading by title only at the January 9, 2018, regular City Council meeting or soon thereafter to consider its adoption. The project consists of a General Plan Amendment, a Rezone, and Tentative Map Application to subdivide approximately 9.1± acres into 51 single-family detached residential lots (overall residential density of 5.6 du/acre), one (1) drainage basin in the project, associated street, sewer, water, and storm drainage improvements. At a Planning Commission public hearing on November 21, 2017, the Commission voted 3-1 recommending approval of the proposed resolutions and adoption of the ordinance.

SUMMARY

The proposed project consists of a General Plan Amendment (“GPA”), Zoning Ordinance Amendment (“Rezone”), and Tentative Subdivision Map (“tentative map”) to subdivide approximately 9.1± acres into fifty-one (51) single-family residential lots with an overall density of 5.6 du/acre. The project site currently has a General Plan Land Use designation of Medium Density Residential (MDR) and is currently zoned Single Family Residential (R-1). The proposed GPA would lower the General Plan density from 8-16 du/acre to a maximum 8 du/acre. The proposed Rezone would also modify the proposed project site’s existing entitlement, which approved a small lot development planned by Willow Equities back in 2006 to a new Planned Development (“PD”). Overall density for the new project as proposed is 5.6 dwelling units per acre as compared with the maximum 8.0 dwellings per acre of the R-1 zones.

BACKGROUND

The formal address of the proposed project site is 6272 Central Avenue. The Project is located on the eastern edge of Riverbank and bounded by rural residential parcels to the north and east, Central Avenue to the west, and California Avenue along the project’s southern boundary. The Project site currently consists of an irrigated pasture and a single family dwelling unit. The Project site is surrounded by lands transitioning to urban uses, but consists primarily of ranchette parcels. Riverbank High School is located immediately west of the site across Central Avenue.

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.

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 2016-01 (“CFD 2016-01”), which includes public safety, parks and landscaping maintenance, storm drainage system maintenance, and street maintenance. The Conditions of Approval require annexation into CFD 2016-01.

The Project site currently has a valid tentative map (TM 06-2005). The original intent of the Project was the development of 79 planned development medium density single family residential lots. Tentative Map 06-2005 remains a valid map due to California Statutes that extended the map life of valid projects. On December 11, 2006, the City approved the Willow Equities Tentative Map by adopting City Council Resolution No. 2006-014.

In response to current market trends, and demands, the applicant has presented a new tentative map with larger lots, larger roads, and a solution to the current storm water issues that have historically plagued the project site and surrounding area, including the intersection of Central and California Avenues.

ANALYSIS

A. Site Design

The design of the project as proposed is a standard small lot detached single family residential subdivision (Attachment 3 – Exhibit A). The proposed lot sizes drop below the Riverbank Municipal Code (“RMC”) R-1 standard of 6,000 square feet (“sf”); therefore, the developer has applied for a rezone to PD which will accommodate the proposed 5,000 sf lots. The Applicant is also requesting relief from the City’s 64-foot width residential street standards to accommodate larger lots and Low Impact Development Standards (“LID”). Though streets appear narrow, Stanislaus Consolidated Fire Protection District (“SCFPD”) has determined the redesigned streets and knuckles will accommodate the turning radius of their largest truck as demonstrated by submitted traffic models.

The proposed tentative map shows three (3) out lots. Lot A is a stormwater treatment, storage, and retention basin with a subsurface French drain system. Lot B is an existing Oakdale Irrigation District facility, of which O.I.D. will maintain ownership. Lot C will work in conjunction with Lot A to accommodate storm drainage and LID standards. The landscaping of Lots A, B, and C will be maintained through CFD 2016-01.

B. Architecture / Residential Design Guidelines

The applicants have prepared a Design Guidelines Manual dated October 19, 2017 (Attachment 4) to guide all future development of the subject property. The manual lacks specific architectural designs, and the applicants ask that the City be flexible in this regard. The City will require a future builder to design specific house plans which adhere to the Design Guidelines Manual presented as part of this application. When the future builder of the proposed project has been retained, they are required to submit an Architecture and Site Plan Review application, of which the Planning Commission has final discretionary approval.

C. Transportation and Circulation

The City has required the applicant to improve portions of California and Central Avenues, including the project’s frontage, to be consistent with the City’s Circulation Element Street Design Standards. These improvements include installing a crosswalk at the intersection of California and Central to ensure residents have a regional safe route in and out of the development.

As a part of the request for a PD zone, the applicants are asking for relief from the City's 64 feet internal street design standards. The applicant is proposing an internal street design of 50 feet. The internal residential streets feature two (2) 10-13 foot drive lanes, two (2) 8 foot park lanes, a parkway, and two (2) 5-6 foot sidewalks. The parkway was removed from the south side of the internal east-west street to adjust the turn radius at the knuckles. As discussed above, Stanislaus Consolidated Fire Protection District has reviewed and approved the turn radius of the internal streets based on submitted traffic modeling.

D. Low Impact Development Standards

The City developed LID guidelines due to storm water discharge standards implemented by the State of California through the MS4 permit process. The proposed project embraces the City's and State's LID guidelines. All project storm water will be collected and disposed of on-site through the use of a terminal storm water retention basin. While the project has been designed to retain the storm water collected within the boundaries of the map, City staff remains concerned that the LID systems might fail at some point in the future. In this regard, the City requires all Bruinville area developers to participate in the funding of the Nolte Storm Water Solution per the adopted Master Plan. These fees are in the adopted System Development Fees and imposed on all new development in the City of Riverbank.

E. General Plan Amendment

The existing General Plan designation for this project is Medium Density Residential (MDR) which allows 8-16 dwelling units per net acre. The proposed General Plan Amendment re-designating the project from MDR to Low Density Residential (LDR) would allow the project to be built at 0-8 dwelling units per net acre. The project proposes fifty-one (51) dwelling units on 9.1± net acres for a total of 5.6 dwelling units per net acre ("net" means excluding the basin, out-lots, and private street square footages). Thus, the project's density is consistent with the LDR designation of the General Plan.

General Plan Amendment Questions: Pursuant to California Government Code section 65358 and the Riverbank General Plan, the City Council must have answers to the GPA implementation questions (IMP-2) below before approving a project:

1. Is the proposed amendment in the public interest? *The General Plan Amendments are in the public interest because the amendment will change the General Plan Land Use Map to comply with the proposed tentative map densities. Development of the proposed project site will add to the City's housing stock. The current use of*

the proposed site is vacant irrigated fallow. Development of the site will feature improvements to existing circulation networks.

2. Is the proposed amendment consistent and compatible with the goals and the vast majority of policies of the General Plan? *The applicant has provided the City with a Master Plan for the proposed project site which provides various statements of consistency with the City's General Plan. The City will attach Conditions of Approval to the project to ensure consistency with General Plan policies, City Standards and the Zoning Code.*
3. Have the potential effects of the proposed amendment been evaluated and determined not to be detrimental to the public health, safety, or welfare? *The potential effects of the proposed amendments have been evaluated in the CEQA Initial Study and Mitigated Negative Declaration on the project and have been found to be not detrimental to the public health, safety, or welfare.*
4. Has the proposed amendment been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act? *The proposed amendments have been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.*

General Plan Consistency Findings

In order to approve the proposed general plan amendment, the City Council must find that the proposed project is consistent with the Riverbank General Plan. The proposed project site's density is 5.6 dwelling units per net acre. At this density, the Project is consistent with a General Plan designation of Low Density Residential (LDR, net density of 0-8 units per acre). Below is a discussion of General Plan Policies with which the proposed project is consistent or inconsistent:

1. Policy DESIGN-2.5

"The City will require visually attractive streetscapes with street trees and sidewalks on both sides of streets, planting strips, attractive transit shelters, benches and pedestrian-scale streetlights in appropriate locations." The project will provide required street trees and architecturally accented streetlights and planting strip as seen in the Design Guidelines Manual for the proposed project. Therefore, the Project is consistent with this General Plan policy concerning attractive streetscapes.

2. Policy DESIGN-2.7

“In general, the City will require the construction of sidewalks on both sides of all new streets.” *The applicant has provided sidewalks on both sides of all new proposed streets. Therefore, the Project is consistent with this General Plan policy concerning sidewalks.*

3. Policy CONS-4.2

“Approved projects, plans and subdivisions shall provide for collection, conveyance, treatment, detention, and other storm water management measures in a way that does not decrease water quality or alter hydrology in the Stanislaus River or associated groundwater recharge areas.” *The Developer has provided an interim stormwater basin within the project to keep the water on-site for percolation. The developer will be required to pay development impact fees for storm drainage, which will provide funding for the Bruinville Master Plan Storm Drainage Basin in the long term. They will be working with the City Engineer to ensure the basin is the appropriate size for the project. Therefore, the Project is consistent with this General Plan policy concerning storm water.*

4. Policy CONS-8.9

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

5. Policy SAFE-2.2

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

F. Rezone

The developer is requesting relief from Single Family Residential (R-1) standards through rezoning the property as Planned Development ("PD"). The Table below compares the standards of the existing and proposed zoning districts, four (4) of which propose smaller minimums (*) and two (2) of which propose larger minimums (√) than the R-1 zone does and two (2) standards which have yet to be determined:

Type of Standard	LDR Zoning Standards	Proposed PD Standards
Lot Size	6,000 square feet minimum	5,000 square feet minimum *
Lot Width	60/65 feet minimum	50/55 feet minimum *
Lot Depth	100 feet minimum	100 feet minimum
Density	8 units per net acre	5.6 units per net acre *
Height	35 feet maximum	To Be Determined
Front Setback	10 feet minimum	15 feet minimum √
Garage Setback	20 feet minimum	20 feet minimum
Side Setback	5 feet minimum	5 feet minimum
Rear Setback	5 feet minimum	10 feet minimum √
Lot Coverage	50% maximum	50% maximum
Accessory Height	15 feet maximum	To Be Determined
Local Street Width	64 feet	50 feet minimum *
Sidewalks	Both sides of street	Both sides of street
Onsite Parking	2 covered spaces	2 covered spaces
Street Parking	Both sides of street	Both sides of street

Pursuant to RMC section 153.162 (E)(3), staff has requested that the developer offer amenities to compensate the community for deviating from the modified minimum standards above. These amenities could include enhanced landscaping, a colored concrete or brick crosswalk, electric charging stations in the garages, upgraded front doors and garage (carriage) doors, decorative wrought iron fencing in the front, open space furniture, French doors instead of sliders, etc. Other suggestions would be considered. The developer proposes amenities such as picnic tables, grills, and trash receptacles near the basin, electric vehicle charging outlets in the garages, and enhanced signage (concrete sign) and landscaping at the subdivision entrance. Installation of said amenities will be a required condition of approval for the proposed project.

Per Riverbank Municipal Code section 153.161 (A), no combination of parcels less than one (1) acre in size may be rezoned PD. The combination of parcels proposed for

development in this project totals 9.1± acres. Therefore, the project meets this requirement.

Rezone Findings

The Planning Commission recommended approval of the rezone to PD to the City Council. To recommend approval, the Commission made the required findings of fact:

1. Each individual unit of the development if built in stages, as well as the total development, can exist as an independent unit capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development. *The development could be built in stages and exist as independent units capable of creating a good environment.*
2. The uses proposed will not be a detriment to the present and proposed surrounding land uses, but will enhance the desirability of the area and have a beneficial effect. *The site is currently a mostly vacant parcel with a couple of small existing buildings in the northwest corner of the site. A new subdivision will reduce any blighted conditions on the property as well as add to the diverse housing stock the City has to offer to potential new residents.*
3. Any deviation from the standard ordinance requirements is warranted by the unusual design and additional amenities incorporated in the development plan which offers certain redeeming features to compensate for any deviations that may be permitted. *Amenities proposed by the developer and staff for the deviations from R-1 zoning include: electric vehicle charging outlets in garages, picnic tables, grills and trash receptacles at the basin, and enhanced signage (concrete sign) and landscaping at the subdivision entrance.*
4. The principles incorporated in the proposed master plan identify unique characteristics which could not otherwise be achieved under other zoning districts. *Smaller lots could not be achieved under other zoning districts.*
5. Where a PD rezone is initiated by the City, the previous findings are not required and a master plan is not required. *This PD was not initiated by the City.*

G. Tentative Map

The Tentative Map proposes 51 buildable single family residential lots. Proposed street names will be reviewed by staff and outside agencies such as SCFPD and Stanislaus County 911 to see if they are currently in use. Per RMC section 152.026 (L) all street names shall be approved by City Council. Duplication of existing names within the County

will not be allowed unless the streets are obviously in alignment with existing streets and likely to be a continuation of the other street in the future.

Tentative Map Findings

A tentative map may be approved or conditionally approved by the City Council if it makes all of the following findings:

1. The proposed map is consistent with applicable general and specific plans. *The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted.*
2. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. *The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted as they relate to connectivity, sidewalks, and the provision of amenities.*
3. The site is physically suitable for the type of development. *The project site has a previously approved Vesting Tentative Map, and therefore has been planned for development for quite some time. The Applicants have presented a Tentative Map that is updated to reflect new market demands, new city standards, and a new solution to storm drainage issues in the area.*
4. The site is physically suitable for the proposed density of the development. *The site is physically suitable for a proposed density of 0-8 dwelling units per net acre.*
5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitats. *The City has published an Initial Study / Mitigated Negative Declaration which examined the potential effects the proposed project could have on the environment. The results of this report concluded that with mitigation the proposed project will not have significant effect on the environment.*
6. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. *The design of the subdivision should not cause serious health problems.*
7. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision. In this connection, the City Council may approve a map if it finds that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the

public. This division shall only apply to easements of record or to easements established by judgement of a court of competent jurisdiction. *The design of the subdivision should not conflict with any easements of record.*

H. Park-in-lieu Fee

Pursuant to RMC Section 11-3-12(c), the Project has an obligation to dedicate park land or pay a Park-in-lieu Fee. The developer has set aside 0.6 acres for a storm water basin. Staff does not consider this a dual-use park basin because the sides at 5:1 have little recreational use, the flat bottom is small in area and will be under water at times during the year, and there is no playground equipment proposed, just picnic areas at the rim offered as an amenity for the PD zoning. Park-in-lieu calculations below show the obligation for this project is 0.44 acres to be paid based on values of land at the time the Final Map is recorded.

PLANNING COMMISSION

On November 21, 2017, 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 McKinney, Commissioner King, Commissioner McRitchie and Commissioner Tabacco.

During the public comment period, Cary Pope, representing the Developer, spoke in favor of the project. Two members of the public also commented on the project explaining the historical issues the project site and surrounding area has with storm water drainage. Mr. Pope explained the exhaustive process the applicants have worked through with Oakdale Irrigation District to develop a plan to accommodate storm water drainage in and around the project site.

Chairman McKinney made motion to adopt Planning Commission Resolution Nos. 2017-022/-023/-024 (Attachment 5) recommending to the City Council the adoption of the draft Ordinance and approval of a Rezone, General Plan Amendment, and Tentative Subdivision Map for the development of a 9.1 acre residential subdivision. Commissioner McRitchie seconded the motion and Resolutions Nos. 2017-022/-023/-024 were approved with a 3-1 vote.

ENVIRONMENTAL DETERMINATION

As stated earlier, staff has prepared and circulated an Initial Study and associated Mitigated Negative Declaration (Attachment 6) to evaluate possible environmental impacts associated with the proposed project.

The list of mitigation measures given to the project is attached as a Mitigation Monitoring Report (Attachment 7). In summary, mitigation measures were assessed to the following areas: air quality, biology, cultural resources, hydrology, public facilities, noise, and transportation. The Applicant will be required to sign a mitigation agreement as a part of this approval and is responsible for working with staff to satisfy all measures.

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. Street lighting, road maintenance, storm drainage maintenance, common area landscaping, and police services will be funded through the implementation of CFD 2016-01.

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. This project works toward the three year goals of achieving and maintaining financial stability, and maintain and improve the City infrastructure systems.

PUBLIC NOTICE

On November 29, 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 November 29, 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. Draft City Council Ordinance No. 2017-XXX (Rezone)
2. City Council Resolution No. 2017-XXX (GPA)
3. City Council Resolution No. 2017-XXX (TM)
Exhibit A – Tentative Map
4. River Run Design Guidelines Manual
5. Planning Commission Resolutions No. 2017-022/-023/-024
6. A. River Run – Response to Comments
B. River Run - Initial Study and Mitigated Negative Declaration
7. River Run – Mitigation Monitoring Plan

CITY OF RIVERBANK

ORDINANCE NO. 2017-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, ZONING ORDINANCE AMENDMENT NO. 01-2016 APPROVING REZONING OF 9.1± ACRES TO PLANNED DEVELOPMENT, LOCATED AT 6272 CENTRAL AVENUE (APN 062-021-008) – A PROJECT KNOWN AS RIVER RUN

WHEREAS, an application has been received from R&K Lowe 1997 Revocable Trust, with a proposal to subdivide approximately 9.1± acres into fifty-one (51) single family lots which allows for a net density of zero to eight (0-8) dwelling units per acre; and

WHEREAS, the City of Riverbank Planning Commission conducted a Public Hearing on Tuesday, November 21, 2017 to consider the proposed Zoning Ordinance Amendment in Riverbank; and

WHEREAS, the City Council for City of Riverbank has made the following findings for adoption:

1. An application has been received from R&K Lowe 1997 Revocable Trust with a proposal to subdivide approximately 9.1± acres into fifty-one (51) single-family residential lots, which allows for a net density of 0-8 dwelling units per acre; and
2. The project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use Designation of Medium Density Residential (MDR); and
3. The applicant is proposing to rezone the subject property to Planned Development (PD) as well as re-designate the property to a General Plan Land Use Designation of Low Density Residential (LDR); and
4. Notice of the public hearing on the proposed Zoning Ordinance Amendment was published in the *Riverbank News*, a newspaper of general circulation, on December 6, 2017; and,
5. Notices of the public hearing on the proposed Zoning Ordinance Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 29, 2017; and
6. The City finds that Pursuant to the California Environmental Quality Act, an Initial Study and Mitigated Negative Declaration has been prepared by the Lead Agency (City of Riverbank). This Initial Study (IS) has been circulated to the Governor's Office of Planning and Research for consultation with other

Responsible Agencies as SCH# 2017102058. The review period for the Initial Study closed on November 20, 2017 and all comments were incorporated into the IS.

Based on the IS it has been determined that although the proposed Project could have a significant effect on the environment, certain modifications to the project have been agreed to by the applicant to reduce these identified impacts to a level which is considered less than significant. A Mitigated Negative Declaration has been prepared for this project, with Mitigation Measures incorporated into the project to lessen the impact on the environment where indicated. The property owners have been given a Mitigation Agreement for execution and this agreement will be recorded against the property as notice to subsequent owners of the mitigation obligations created as a result of this entitlement action.

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

Section 1: The City Council of the City of Riverbank approves Rezoning 9.1± acres to the Planned Development zone district, located at APN 062-021-008.

Section 2: Constitutionality, 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.

Section 3: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption (on _____, 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 December 12, 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 ___ day of ___, 2015; 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

PROPOSED

CITY OF RIVERBANK

RESOLUTION NO. 2017-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE GENERAL PLAN AMENDMENT NO. 01-2016
REDESIGNATING 9.1 +/- ACRES TO LOW DENSITY RESIDENTIAL (LDR)
LOCATED AT 6272 CENTRAL AVENUE (APN 062-021-008), A PROJECT
KNOWN AS RIVER RUN**

WHEREAS, an application has been received from R & K Lowe 1997 Revocable Trust with a proposal to subdivide approximately 9.1 acres into fifty-one (51) planned development single-family residential lots, with a density of 5.6 du/net acre; and

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

WHEREAS, the applicant is proposing a General Plan Amendment to designate the project site as Low Density Residential (LDR); and

WHEREAS, Government Code section 65353 requires the Planning Commission to hold at least one noticed, public hearing on any proposed General Plan Amendment; and

WHEREAS, the Planning Commission conducted a public hearing on November 21, 2017 and recommended approval of the proposed General Plan Amendment with Planning Commission Resolution No. 2017-022; and

WHEREAS, pursuant to Government Code section 65355, notice of the public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on October 25, 2017 and

WHEREAS, notices of the City Council public hearing on the General Plan Amendment were also mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 29, 2017; and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RIVERBANK HEREBY:

1. General Plan Amendment Findings. That pursuant to California Government Code sections 65358 and the Riverbank General Plan, the City Council finds as follows:

- a. The General Plan Amendments are in the public interest because the General Plan Amendment will change the General Plan Land Use Map to comply with the proposed tentative map densities.
 - b. The General Plan Amendments are consistent and compatible with the goals and the vast majority of the policies of the General Plan.
 - c. The potential effects of the proposed amendments have been evaluated in the CEQA document on the project and have been found to be not detrimental to the public health, safety, or welfare.
 - d. That the proposed amendments have been processed in accordance with the California Government Code, the Riverbank Municipal Code and the California Environmental Quality Act.
2. That, based on the findings set forth in this Resolution, the Initial Study/Mitigated Negative Declaration, and the evidence in the City Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the General Plan Amendment.
3. Constitutionality, 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 City Council 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.
4. Pursuant to the California Environmental Quality Act, the Planning Commission has determined that the Initial Study/Mitigated Negative Declaration is the appropriate CEQA document.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of December, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

PROPOSED

CITY OF RIVERBANK

RESOLUTION NO. 2017-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA,
APPROVING THE REQUEST OF R & K LOWE 1997 REVOCABLE TRUST FOR TENTATIVE
SUBDIVISION MAP APPLICATION 01-2016 TO SUBDIVIDE 9.1 +/- ACRES INTO 51 PLANNED
DEVELOPMENT SINGLE FAMILY RESIDENTIAL LOTS, LOCATED ON THE NORTHEAST
CORNER OF CALIFORNIA AND CENTRAL AVENUES APN: 062-021-008**

WHEREAS, a development application has been received from R & K Lowe Revocable Trust representing the real property owners: White Property Management, LLC for a Tentative Subdivision Map to divide 9.1 +/- acres into 51 planned development single family residential lots, two (2) outlots, and a storm drainage basin of lands more particularly described as:

Parcels A and B as shown on Parcel Map filed for record March 30, 1977 in Book 24 of Parcel Maps, at Page 87, Stanislaus County Records.

Stanislaus County Assessor Parcel Number 062-021-008.

WHEREAS, The City Subdivision Ordinance, Section 152.037, states that as condition of approval of a tentative map, the subdivider shall dedicate and develop parkland, pay a fee in lieu thereof, or both, at the option of the City. In this case the City has chosen to accept the payment of an in-lieu fee for parkland dedication based on values of land at the time the Final map is recorded. The obligation for this project is 0.44 acres of park land pursuant to the General Plan Policy PUBLIC - 11.1 which requires a dedication obligation of five acres of parkland per 1,000 residents; and

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

WHEREAS, the proposed tentative map is consistent with General Plan Goal CONS-4.2 which states "Approved projects, plans and subdivisions shall provide for collection, conveyance, treatment, detention, and other storm water management measures in a way that does not decrease water quality or alter hydrology in the Stanislaus River or associated groundwater recharge areas"; and

WHEREAS, the proposed tentative map is consistent with General Plan Goal CONS-8.9 which states that "Approved projects, plans, and subdivision requests shall include native, drought-tolerant landscaping"; and

WHEREAS, the proposed tentative map is consistent with General Plan Goal DESIGN-2.5 which states that "The City will require visually attractive streetscapes with street trees and sidewalks on both sides of streets, planting strips, attractive transit shelters, benches and pedestrian-scale streetlights in appropriate locations"; and

WHEREAS, the City Council finds that the proposed subdivision, together with the provisions for its design and improvements, is consistent with the general plan and applicable specific plans of the city.

(1) The Planning Commission has considered the effect of its actions on the housing needs of the region in which the local jurisdiction is situated and balance those needs against the public service needs of the city's residents and available fiscal and environmental resources.

(2) The proposed tentative map is consistent with applicable general and specific plans.

(3) The site is physically suitable for the type of development.

(4) The site is physically suitable for the proposed density of the development.

(5) The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

(6) The design of the subdivision or the type of improvements will not cause serious public health problems.

(7) The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision.

WHEREAS, The location, size, timing, and financing of major streets, water, sewer, and drainage systems, parks and playgrounds, police and fire stations, and libraries must be planned well in advance of their construction. This advance planning is an essential to minimizing project costs, optimizing project need and usefulness, and maximizing the public benefits and private sector support; and

WHEREAS, Riverbank's investments in public facilities are designed to respond to the identified needs of the forecasted population and how these improvements relate to other existing public facilities; and

WHEREAS, newly developed properties must be adequately serviced with parks, sewerage, water, electricity, gas, street lighting and telecommunications in a timely, cost-effective coordinated and efficient manner; and

WHEREAS, Tentative Map 01-2016 was reviewed by the Riverbank Planning Commission at their regular meeting held on November 21, 2017 in the manner prescribed by law; and.

WHEREAS, The proposed subdivision is located on land that is within the City limits of the City of Riverbank and is within an area anticipated for urban land uses; and

WHEREAS, the Planning Commission has determined that Pursuant to the California Environmental Quality Act, an Initial Study and Mitigated Negative Declaration has been prepared by the Lead Agency (City of Riverbank). This Initial Study (IS) has been circulated to the Governor's Office of Planning and Research for consultation with other Responsible Agencies as SCH# 2017102058. The review period for the Initial Study closed on November 20, 2017 and all comments were incorporated into the IS; and

WHEREAS, The Riverbank City Council approves the requested Tentative Map as prepared by North Star Engineering, Inc., and dated October 19, 2017 presented by R & K Lowe Revocable Trust as depicted in attached Exhibit A, incorporated herein as a part of this City Council Resolution; and

WHEREAS, The City Council of the City of Riverbank hereby finds and adopts the following findings

- A. The project, as conditioned, is consistent with the General Plan in that the project directly implements adopted policies of the General Plan Land Use and Housing Elements.
- B. Notice to the general public and adjoining neighbors in the time and in the manner required by State Law and City Code.
- C. The City finds that pursuant to the California Environmental Quality Act, an Initial Study and Mitigated Negative Declaration has been prepared by the Lead Agency (City of Riverbank). This Initial Study (IS) has been circulated to the Governor's Office of Planning and Research for consultation with other Responsible Agencies as SCH# 2017102058. The review period for the Initial Study closed on November 20, 2017 and all comments were incorporated into the IS.
- D. The site is physically suitable for the proposed type and intensity of development in that the site is generally flat with no unique geologic characteristics visible and construction of the project will result in adequate infrastructure available to the site to handle the anticipated development.
- E. The circulation of the Tentative Subdivision Map to all responsible and trustee agencies has provided sufficient opportunity to review the proposed development plan and ensure minimal impacts on surrounding properties in that the hearing was held in the manner prescribed by law and surrounding properties are not expected to be impacted by the additional residential housing units.
- F. The approval of the Tentative Map 01-2016 for the establishment of 51 planned development single family dwelling units will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood in that proposed are similar to, and compatible with, neighboring uses in the area.

WHEREAS, The request and plans of R & K Lowe 1997 Revocable Trust are hereby approved by the City Council of the City of Riverbank, subject to the following conditions:

1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014, including annexing into Community Facilities District 2016-01, or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project; and
2. All frontage improvements (curb, gutter, crosswalks, and sidewalk) along California and Central Avenues and the internal streets shall be designed, completed, and inspected by the City prior to Final Map Recordation.

3. The internal street names, shall be approved by City Council unless a street with that name already exists in Stanislaus County.
4. The Park-in-lieu fee obligation for this project is .44 acres to be paid based on values of land at the time the Final Map is recorded.
5. Three (3) sets of landscape and irrigation plans shall be prepared and submitted with fee for review and approval by the City's contract landscape architect.
6. The builder of the project site shall apply for Architectural and Site Plan Review, which will examine the proposed architecture to be featured in the proposed development.
7. Pursuant to RMC section 153.162 (E)(3) the developer shall provide three (3) amenities for the deviations from standard ordinance requirements: 1. enhanced landscaping and signage at subdivision entrance; 2. picnic tables, grills, and trash receptacles at the rim of the basin; and 3. electric vehicle charging units in the garages.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Riverbank that Tentative Map Application No. 01-2016 is approved, subject to those conditions established by Resolution No. 2017-XXX and to be built as illustrated in Exhibit A to this Resolution entitled TM dated October 19, 2017.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of December, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

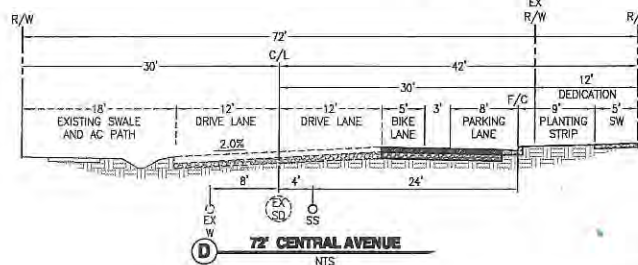
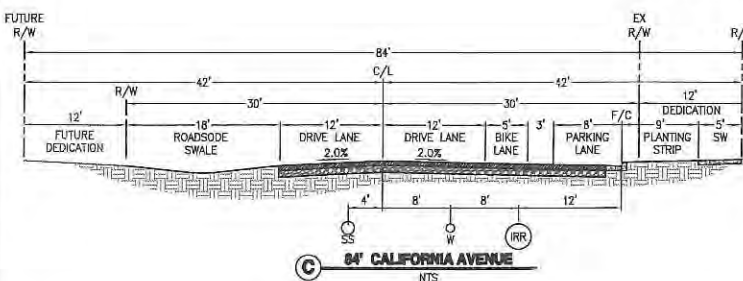
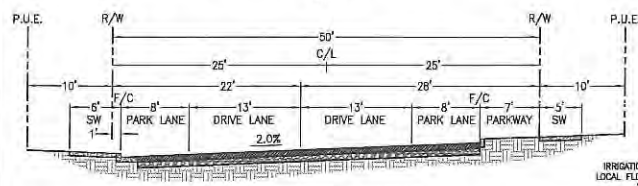
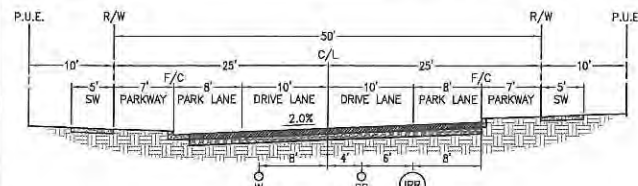
APPROVED:

Richard D. O'Brien
Mayor

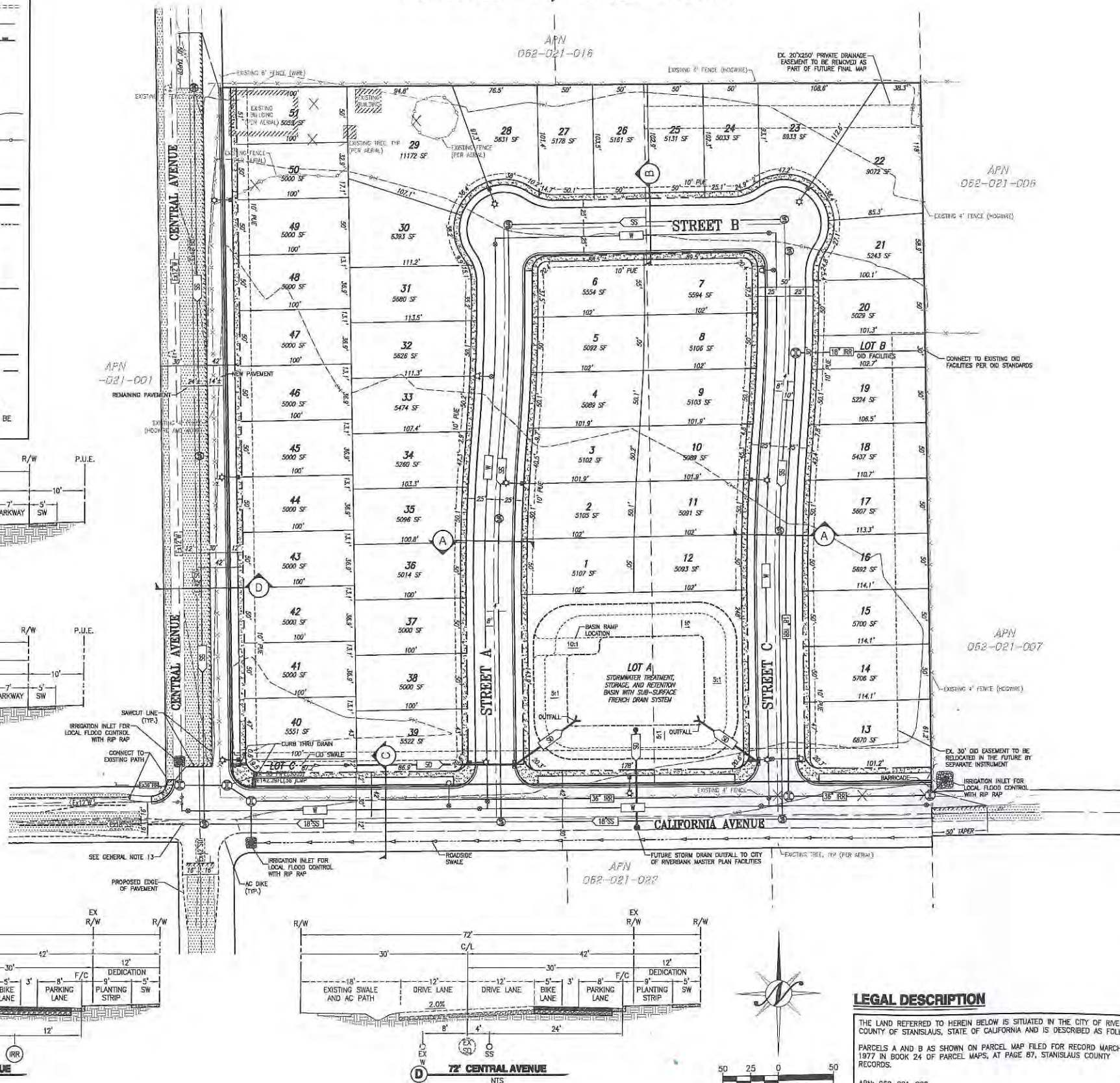
Exhibits: A – Tentative Map prepared by North Star Engineering, Inc. dated 10-19-2017

LEGEND

	EXISTING	PROPOSED
BOUNDARY LINE		
CENTERLINE		
RIGHT-OF-WAY		
PARCEL LINE		
CURB, GUTTER AND SIDEWALK		
AC DIKE	N/A	
EDGE OF PAVEMENT		
MASONRY WALL	N/A	
OVER HEAD ELECTRICAL		N/A
ELECTROLIER (PUBLIC)		N/A
GAS LINE		N/A
DIRECTION OF FLOW		
CONTOURS		
FENCE (CHAINLINK OR VINYL)		
SIGN		
SERVICE POLE		N/A
STORM DRAIN (MAIN)		
FORCE MAIN		
DRAINAGE SWALE		
STORM DRAIN MAINTENANCE HOLE		
CURB INLET		
STORM DRAINAGE FILTER	N/A	
WATER (MAIN)		
WATER VALVE		
FIRE HYDRANT		
SEWER MAINTENANCE HOLE		
SEWER (MAIN)		
IRRIGATION LINE		
IRRIGATION VALVE		
IRRIGATION STRUCTURE		
TREE		TREE TO BE REMOVED



RIVER RUN TENTATIVE MAP RIVERBANK, CALIFORNIA



PROJECT INFORMATION

A. REGULATORY AGENCY:	CITY OF RIVERBANK 6617 THIRD STREET RIVERBANK, CA 95367 T: (209) 869-7128 CONTACT: PLANNING DEPARTMENT
B. APPLICANT:	R & K ROD LOWE 1997 REVOCABLE TRUST 3112 BUCKINGHAM COURT MODESTO, CA 95350 T: (209) 523-4223 CONTACT: ROD LOWE
C. OWNER :	WHITE PROPERTY MANAGEMENT, LLC 3501 ATCHISON STREET RIVERBANK, CA 95367 CONTACT: DAVE WHITE
D. ENGINEER:	NORTHSTAR ENGINEERING GROUP, INC 620 12th STREET MODESTO, CA 95354 T: (209) 524-3325 CONTACT: TONY DE MELO, P.E.
E. EXISTING LAND USE:	AGRICULTURE
F. EXISTING GP LAND USE:	MEDIUM DENSITY RESIDENTIAL
G. PROPOSED GP LAND USE:	LOW DENSITY RESIDENTIAL
H. EXISTING ZONING:	SINGLE FAMILY RESIDENTIAL (LDR)
I. PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
J. TOTAL PROJECT SIZE:	9.1± ACRES
K. TOTAL NUMBER OF LOTS:	51
L. GROSS DENSITY:	5.6 UPA
M. CONTOURS:	1.0-FOOT INTERVALS
N. RETURNS:	PER CITY OF RIVERBANK STANDARDS
O. UTILITIES:	WATER SYSTEM - CITY OF RIVERBANK SANITARY SEWER - CITY OF RIVERBANK STORM DRAINAGE - CITY OF RIVERBANK GAS - PG&E ELECTRIC - PG&E TELEPHONE - SBC SCHOOL DISTRICT - RIVERBANK ELEMENTARY

GENERAL NOTES

- ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF RIVERBANK STANDARD PLANS AND SPECIFICATIONS EXCEPT AS NOTED.
- STORM DRAINAGE TO BE CONVEYED TO AN ON-SITE STORM DRAINAGE RETENTION BASIN WHICH WILL UTILIZED FOR STORMWATER TREATMENT. ALL IMPROVEMENTS TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS AND THE STORM DRAINAGE MASTER PLAN.
- ALL STORM DRAINAGE IMPROVEMENTS AS PART OF FUTURE IMPROVEMENTS PLANS AND STUDIES SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT 2013-0001-DND AND THE MULTI-AGENCY POST-CONSTRUCTION STORMWATER STANDARDS MANUAL APPROVED OR ADOPTED PRIOR TO THE TIME OF THIS TENTATIVE MAP APPLICATION BEING DEEMED COMPLETE.
- SANITARY SEWER TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS.
- WATER SYSTEM TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS.
- STREET LIGHTING SHALL BE INSTALLED PER CITY OF RIVERBANK STANDARD SPECIFICATIONS.
- PUBLIC UTILITIES ARE TO BE INSTALLED UNDERGROUND IN EASEMENTS.
- THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE SUBDIVISION MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1, AND FILE PARCEL MAPS FOR REASON OF SALE. ALL PARCEL LINES SHALL CONFORM TO THIS TENTATIVE MAP.
- PUBLIC UTILITY EASEMENTS WILL BE PROVIDED ALONG ALL STREET FRONTS.
- ALL EXISTING STRUCTURES ARE TO BE REMOVED. SEPTIC TANKS, LEACH FIELDS, AND WELLS ON SITE WILL BE REMOVED OR ABANDONED AS PER CITY OF RIVERBANK REQUIREMENTS. BUILDING DEMOLITION, WELL ABANDONMENT, AND SEPTIC ABANDONMENT ALL REQUIRE PERMITS THROUGH THE CITY.
- APPLICANT SHALL PROVIDE ACCESS AGREEMENT IN PERPETUITY FOR CITY TO INSPECT ALL POST-CONSTRUCTION BMP'S INSTALLED ON PRIVATE PROPERTY.
- ALL LOT SETBACK REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE PROJECT DESIGN GUIDELINES PACKAGE.
- THE PROPOSED PROJECT IS TO CONNECT TO THE EXISTING 18" SANITARY SEWER EXTENSION IN CALIFORNIA AVENUE. IF THE 18" SANITARY SEWER EXTENSION HAS NOT BEEN COMPLETED AT THE TIME OF CONSTRUCTION, THE RIVER RUN PROJECT WILL CONSTRUCT THE EXTENSION AND COORDINATE FEE CREDITS AND/OR REIMBURSEMENT WITH THE CITY OF RIVERBANK.
- ALL EXISTING TREES ARE TO BE REMOVED PER CITY OF RIVERBANK STANDARDS AND SPECIFICATIONS. IF ANY OF THE TREES ARE OAK, AN ASSESSMENT BY A LICENSED ARBORIST SHALL BE SUBMITTED, LISTING AND DISCUSSING EACH TREE TO ENSURE CONFORMANCE WITH RMC 156.12 (D)(1) OAK AND LANDMARK TREE CONSERVATION, MAJOR TREE CONSERVATION PERMIT.
- DRIVEWAY ACCESS TO CALIFORNIA AVENUE IS RESTRICTED TO LOTS 13, 39, AND 40.
- LOT B TO BE CONVEYED TO O.D. THERE WILL BE BROUGHT RESISTANT LANDSCAPING BETWEEN THE FENCE AND STREET. LOTS A AND C TO BE DEDICATED TO THE CITY OF RIVERBANK. ALL LOTS A-C TO BE MAINTAINED BY C.D.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIVERBANK COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
PARCELS A AND B AS SHOWN ON PARCEL MAP FILED FOR RECORD MARCH 30, 1977 IN BOOK 24 OF PARCEL MAPS, AT PAGE 87, STANISLAUS COUNTY RECORDS.

APN: 062-021-008

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DATE	APPROVED

REVISIONS	DESCRIPTIONS

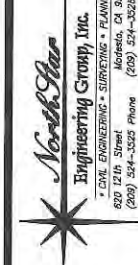
NO.	

CALIFORNIA

TENTATIVE MAP

RIVER RUN

RIVERBANK,



JOB #: RRR-17
DATE: 10/19/2017
SCALE: AS SHOWN
DRAWN BY: [Name]
DESIGNED BY: [Name]
CHK'D BY: [Name]

SHEET NUMBER

TM1.1

River Run Subdivision

Design Guidelines Manual

Riverbank, CA



October 19, 2017

620 12TH Street, Modesto, CA 95354
P: (209) 524-3525 F: (209) 524-3526
www.nseng.net

DESIGN GUIDELINES

For

RIVER RUN

OCTOBER 19, 2017

Client:

ROD LOWE
1700 STANDIFORD AVENUE #130
MODESTO, CA. 95350
(209) 523-4223

Project Address:

6272 CENTRAL AVE,
Riverbank CA 95367
APN# 062-021-008

Study Prepared by:



620 12TH STREET
MODESTO, CA 95354
ANTHONY P. DE MELO, PE #71387

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Section 1 Forward

1.1 PROJECT INTRODUCTION

River Run Design Guidelines is the regulatory design document to provide the general framework for how the proposed project will develop. The Design Guidelines are a requirement of the project entitlements as requested by the City of Riverbank for the proposed Planned Development application. The information contained within this booklet will be utilized by City staff, Planning Commission, and City Council to evaluate River Run. Furthermore, these guidelines will be utilized by future developers to establish a minimum standard for the development of the project. The following pages have been organized to provide a vision of River Run to demonstrate how the project elements relate to the overall goals of the Development and the City of Riverbank.

As a guiding document, these guidelines are meant to provide direction to help achieve the vision of River Run and are thus not meant to be exclusively restricted. Flexibility has been written into the guidelines to encourage and support innovation, diverse housing options, and foster creativity.

1.2 PROJECT SETTING

The area that the project is located in has been annexed into the City of Riverbank for several years. River Run is comprised of two adjacent parcels “A” and “B” as shown on parcel map Book 24, page 87, APN 062-021-008 totaling 9.1 acres. The project site is located north of California Avenue and east of Central Avenue.

The current City of Riverbank General Plan has designated the property as Medium Density Residential (MDR - 8-16 units per acre). This designation was in part because of a previous application that was processed for the site requesting a higher density of development which was due to the current housing market conditions that were present at the time.

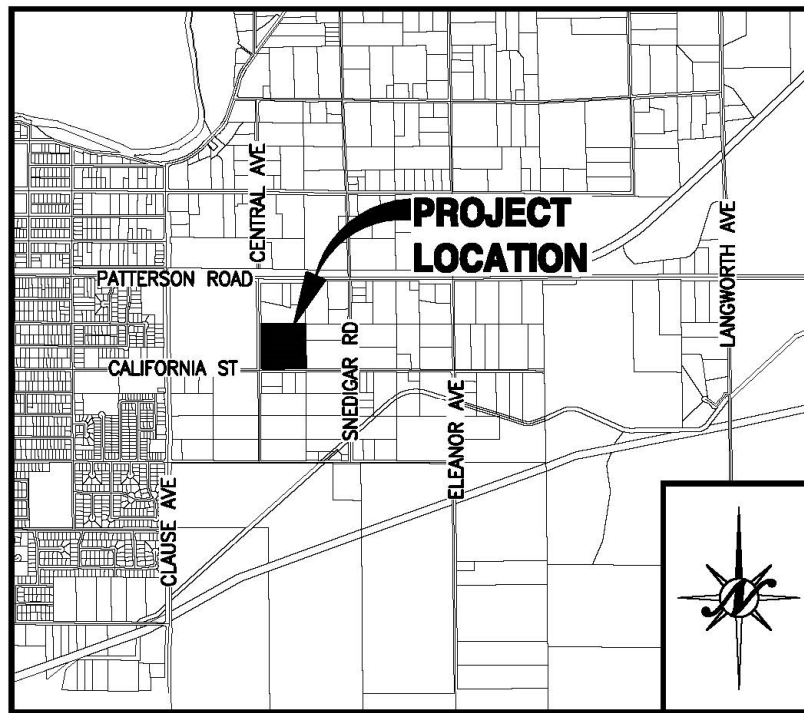
The property has primarily been used as grazing land. There is an existing and active Oakdale Irrigation District (OID) ditch that runs along the easterly and southerly portion of the site. This is to be relocated within the project and to connect downstream.

1.3 BACKGROUND

The proposed project will be a more traditional project similar to other Low Density Residential Project (LDR – 0-8 Units per acre). This change of development intensity is to provide a product that is more consistent with the current needs of the potential home buyer. They are looking for room to play with their kids and use the outdoors for their personal family use. Larger lots provide a space be able to grow and expand without disrupting their neighbors with a backyard for family entertainment. Buying a home is the single biggest investment most Americans will make in their lifetime, and they want a place that they can have friends and family over to enjoy the surroundings. We feel we have the perfect mix of room and affordability. The intent of the project layout is to provide flexibility for future developers to create a strong community for the City of Riverbank.

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

Figure 1.1 – Project Vicinity Map



VICINITY MAP
NOT TO SCALE

Figure 1.2 – Existing Parcel Aerial



Section 2 Proposed Development and Entitlements

2.1 PROPOSED DEVELOPMENT

The proposed project includes 51 Single Family lots that are a minimum of 5,000 square feet each. We are asking for a General Plan Amendment to change the land use from Median Density Residential (MDR) to Low Density Residential (LDR). Furthermore, we will be rezoning the property from Single Family Residential to PD Planned Development zoning. Included in this proposal is a request to provide a revised street cross section and provide some other attractive amenities such as park improvements, bar-b-que areas, picnic tables, park benches, custom mailboxes and decorative street lights. Examples of some of the proposed amenities are included with this package (please refer to Section 5). The project is not located within any Master Planned area, or future Specific Plan area. This project will annex into the City of Riverbanks Community Facilities District (CFD) for the maintenance of the public park, streetscapes and lighting.

Since we don't know if we'll be building these homes, we are asking that the architectural components that are usually required with a PD proposal be "postponed" until a builder is in place. At that time, we suggest that the required architectural floor plans and elevations be submitted to the City of Riverbank for approvals in the future (see Appendix A for proposed project Tentative Map).

2.2 ZONING, GENERAL PLAN AND DENSITY

The proposed density of the project is approximately 5.6 units to the acre. The purpose for the change of development intensity is to provide a product that is more consistent with the current needs of the potential home buyer. Furthermore the change in density was designed to provide a seamless transition from the existing land uses adjacent to the project to the surrounding rural community. Although the General Plan calls for a higher density at this location, we feel that those land uses can be achieved at other locations that are better suited. This can occur once future applications for annexation are processed. We feel this would be the time to address the overall density issues not only in this area, but city-wide (see Appendix B for project Entitlement Exhibits).

Figure 2.1 – General Plan Amendment Exhibit



2.3 FINDINGS

As a requirement of the Entitlement Submittal Package, the following findings are required to be address as part of the application:

Finding:

- In connection with their review of a tentative map, the City Council shall determine whether the discharge of waste from the proposed subdivision into the existing sewer system would result in violation of existing requirements prescribed.

Response:

- Based on current discussions with City Staff, there are no current sewer capacity issues at the Sewer Treatment plant. Furthermore, a new sewer trunk line is being constructed in California Avenue to serve the project.

Finding:

- The City Council shall consider the effect of its actions on the housing needs of the region in which the local jurisdiction is situated and balance those needs against the public service needs of the city's residents and available fiscal and environmental resources.

Response:

- As noted previously in this study, the request change in density for this project will address the needs for the potential future development and we do not anticipate any adverse effect on the public. Also, the reduction in density will reduce the amount of public services required to serve the project.

A tentative map shall not be approved or conditionally approved by the City Council if it makes any of the following findings:

Finding:

- The proposed map is not consistent with applicable general and specific plans.

Response:

- As part of the proposed application package, and General Plan Amendment will be included requesting to change density for the project.

Finding:

- That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Response:

- Improvements designed within the subdivision, with the exception of the proposed street section, will be designed in accordance with the City of Riverbank Standards and Municipal Code requirements.

Finding:

- That the site is not physically suitable for the type of development.

Response:

- The existing site conditions are suitable for the proposed land use and are consistent with other projects being developed in the general vicinity of the project.

Finding:

- That the site is not physically suitable for the proposed density of the development.

Response:

- The project site soil conditions and historical uses are consistent with other developments that have been converted from Farmland / Open Space to Low Density Residential.

Finding:

- That the designs of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Response:

- Consisted with the previous applications that have been prepared for this project and in the general vicinity of the project, we do not anticipate any significant environmental damage to the local fish or wildlife habitats.

Finding:

- That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

Response:

- The proposed Low Density Residential land use is consistent with other developments in the area and we do not anticipate serious public health issues as a function for the development of the project.

Finding:

- That the design of the subdivision or; the type of improvements will conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision. In this connection, the City Council may approve a map if it finds that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This division shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction.

Response:

- Existing Easements and Roadways will not be effect by the proposed development and, in fact will be improved by the development providing and overall benefit for the City of Riverbank.

Section 3 Project Infrastructure

3.1 WATER SYSTEM

Water is available in the vicinity of the project site. An existing 12" water line runs along the entire length of Central Avenue along the project frontage. This 12" water line also runs along California Avenue, west of the project. As per the 2007 City of Riverbank Water Master Plan, the project proposes to extend the 12" water line in California Avenue along the entire project frontage and provide a stub to the east. A looped system will connect to this 12" water main to serve the project site (see Appendix C for proposed Utility System exhibit).

3.2 SANITARY SEWER

Sewer will be available at the southwest corner of the project site at the intersection of California Avenue and Central Avenue with the construction of the City of Riverbank's current California Avenue Sewer Extension Project. Capacity will be available in the proposed sanitary sewer line and the size of the line is adequate to accommodate our proposal (see Appendix C for proposed Utility System exhibit). If the proposed Sanitary Sewer Extension has not been completed at the time of construction, the River Run project will construct the extension and coordinate reimbursement with the City of Riverbank.

3.3 STORM DRAINAGE

This project is part of the South Bruinville storm drain system which will have a regional storm drain basin, pump stations, and outfall improvements for the entire tributary area. These Master Plan improvements may not be in place for number of years. A temporary solution will be to retain and percolate the required storm drainage runoff for the project. This temporary solution may be required to function as a permanent solution, therefore the storage facility will be designed in accordance with City of Riverbank standards and specifications with all necessary factors of safety. Storm drainage will be collected in an on-site stormwater treatment, storage, and retention basin with a sub-surface horizontal (french) drain system. This basin has been sized to collect the storm drainage from project site including the proposed frontage improvements along California Avenue and Central Avenue with no further capacity for future projects in the surrounding area (see Appendix C for the storm drainage basin cross section and storage calculations). The storm drainage system will also include the construction of a dry outfall line which will be utilized for future discharge to City of Riverbank Master Plan facilities when they are available in the future.

3.4 STORMWATER TREATMENT AND MANAGEMENT

Low Impact Development (LID) is an innovative stormwater management approach with a basic principle that is modeled after utilizing natural features to manage and treat stormwater discharge at the source of potential pollutants. LID's goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and retain runoff on-site.

Stormwater Treatment techniques are based on the premise that stormwater management should not be seen as stormwater disposal. LID addresses stormwater through cost-effective landscape features located within each storm drainage tributary area. These landscape features, known as Integrated Management Practices (IMPs), are the building blocks of LID. Almost all components of the urban environment have the potential to serve as an IMP's. This includes not only open space, but also rooftops, streetscapes, parking lots, sidewalks, and medians. LID is a versatile approach that can be applied to new projects.

Figure 3.1 – Example Bio-Retention System



Encourage:

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

Discourage:

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

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

A topographic survey and preliminary grading designs were performed for the proposed project. The natural drainage pattern for the site is from north to south. The proposed stormwater basin was located based on this design parameter. The streets within the project are proposed to be super-elevated to allow for direct discharge of a majority of the site runoff to the proposed storm drainage basin. The proposed basin will be sized to store the required stormwater event, and will be design to incorporate planting and sub-base media to allow for pretreatment of stormwater runoff in accordance with the City of Riverbank Standards.

3.5

OAKDALE IRRIGATION DISTRICT RELOCATION IMPROVEMENTS

The proposed project is located within the Oakdale Irrigation District. Typical of projects that were once utilized for farming, an existing irrigation easement traverses the project site along the east property line and along the entire length of California Avenue. The existing irrigation facility is the Riverbank Drain which is used primarily for stormwater conveyance. This drain discharges to the Snedigar Pipeline once it crosses Central Avenue.

The proposed Irrigation Relocation improvements will require the undergrounding the existing Riverbank Drain at the east property line and connecting downstream at the intersection of Central Avenue and California Avenue. Per discussions with City Staff, the historical drainage pattern for the area shows that a large tributary area potentially discharges to this location. The project will construct an additional irrigation line along California Avenue to the east and provide a drainage inlet to convey historical stormwater runoff (see Appendix C for proposed Utility System exhibit). Storm drainage for these proposed conveyance facilities will be design in accordance with OID and City of Riverbank Standards and will be confirmed as part of future storm drainage studies.

Figure 3.2 – Project Utility Plan



Section 4 Function of the Design Guidelines

4.1 PURPOSE

The purpose of the guidelines for the Bruinville Planned Development is to provide a clear set of design policies to developers, property owners, architects and designers (see Appendix B for project Development Plan exhibits).

Properly designed Planned Developments with well design street networks incorporating traffic calming measures reduces the need for community open spaces and maximizes the use of private open space in the front and rear yards of the proposed residential units. Utilizing Low Impact Development (LID) guidelines this will provide storm water bio-filtration and enhances the open space components of the project.

4.2 OBJECTIVES

The Guidelines are intended to address the following objectives:

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

4.3 INTENT

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

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

4.4 APPLICABILITY

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

4.5 DISCRETIONARY DECISION MAKING

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

4.6 ARCHITECTURAL REVIEW AND APPROVALS

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

4.8 ADMINISTRATIVE CHANGES

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

4.9 OTHER APPLICABLE REGULATIONS

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

Figure 4.1 – Project Development Plan



Section 5 Design Guidelines

5.1 RELATIONSHIP TO EXISTING NEIGHBORHOODS

New Planned Development residential projects should be integrated with the existing neighborhoods adjacent to them. Designs should avoid the separation caused by high, solid fencing and walls, or blank walls of buildings. Transitions between existing and proposed land uses should be gradual. The height and mass of new projects should not create abrupt changes from those of existing buildings.

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

5.2 SETBACKS

Front Setbacks:

- The front setback establishes a relationship between the house and the surrounding neighborhood. Variation of front building setbacks is encouraged to create rhythm and interest along the streetscape. If the house is too close, indoor privacy can be compromised. If the house is too far back, people inside the house cannot observe activity on the street and can become detached from their neighborhood.
- Deviation beyond the minimum setback requirements is encouraged to facilitate the creation of different size public and private open spaces on the lot.

Side Setbacks:

- The side setback is primarily utilitarian. However, living areas of the house usually have windows that open into the side yard. It is encouraged, for privacy purposes, to design windows that face onto side yards so that they do not align between neighboring homes.
- Normal activity in the side yard, although limited, shall be sufficient size so they are usable spaces for trash and recycling receptacles.

Rear Lots:

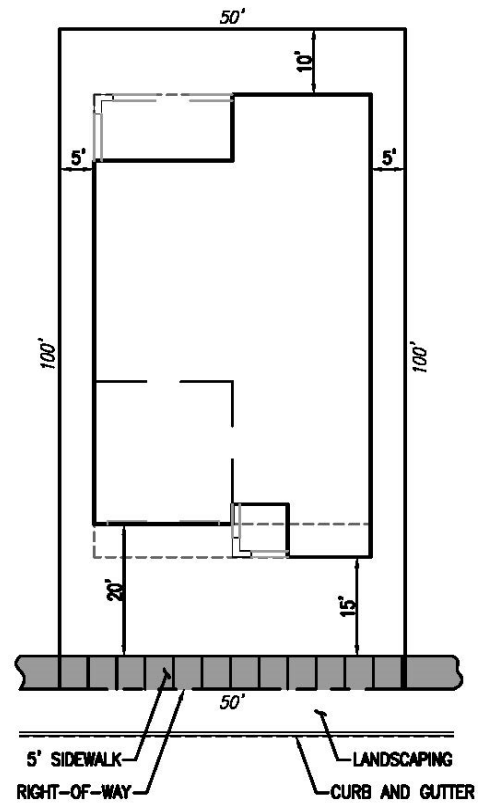
- The rear yard is where most outdoor activity occurs within the private opens space elements of each residence. The siting of the homes is encouraged to promote large back yards for family enjoyment

Corner Lots:

- Corner Lots shall have a larger side setback on the street facing side to allow for additional architectural styles and articulation.
- It is encouraged to provide enhanced wrap-around building elements such as porches on the corner lots to provide a transition to the between the two street frontages.

Table 5.1 Setbacks and Open Space

LOT SIZES	DESIGN GUIDELINES	CITY MUNICIPAL CODE
	5,000 sq. ft. min	6,000 sq. ft. min
Minimum Width (mid-block/corner) [a]	50' / 55'	60' / 65'
Minimum Frontage (knuckles)	35'	35'
FRONT SETBACKS [b]		
Garage [c]	20'	20'
Living Area (1st floor) [c]	15'	10'
Living Area (2nd floor) [c]	15'	10'
Porches [c]	10'	-
REAR SETBACKS		
Living Area	10'	5'
Patio Covers [d] [e]	5'	-
SIDE SETBACKS [b] [h]		
Living Area first floor (interior side) [e]	5'	5'
Living Area (corner side) [e]	10'	10'
LOT CONVERAGE		
Total Lot Coverage	50%	50%



- [a] Minimum frontage for lots fronting cul-de-sacs and knuckles to be 35' minimum along the right of way.
- [b] Dwelling unit & wall/fencing shall be located outside the "clear vision triangle" at street intersections.
- [c] Setback measured from the back of sidewalk and a minimum of 5' from side property line except on corner lots where 10' is required.
- [d] Patio covers should not exceed 30 percent of the size of the usable private open space. Setback is measured from support structures. Up to 24" overhang is permitted. No part of the structure shall be closer than 5' to property line not including building eaves.
- [e] Includes attached garages and patio covers.
- [f] Minor architectural projections, such as fireplaces and bay windows, may project into a setback or separation by up to 2 feet for a length not to exceed 10 feet or 20 percent of the building elevation length, minimum 3' clearance, excluding A/C units.
- [g] Fragments less than 10' will not be counted toward the common open space area.
- [h] Detached garages may be attached to the main house by a breezeway so long as the breezeway is open, post supported and the garage and house meet 1 hour fire wall ratings as stipulated by the UBC.

5.3 PRIVATE OPEN SPACE

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

neighbors. Adequate space is necessary for residents to enjoy their yards while providing a sense of privacy.

5.4 LOT AND BUILDING VARIATION

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

Encourage:

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

Discourage / Avoid:

- Blocks more than 600 feet long.

Figure 5.1 – Encouraged Street Scene



5.5 GENERAL BUILDING DESIGN

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

Encourage:

- Design diversity by providing front elevation variation throughout the plan. A minimum of three model floor plans shall be made available with 3-4 choices of elevation treatments. To accomplish this, one design should be repeated no more frequently than each fourth house.
- Veneer treatment where applied should turn corners and avoid exposed edges.
- Provide 4-sided architecture within public views. In addition to the architectural design provided for the front elevation, design side and rear elevations to include architectural design treatment (e.g. window frames, shutters, planter boxes, window sills, etc.).
- At corner lots, side yard facades should maintain the same architectural design consistent with the front façade.
- Manipulation of building elements and massing to avoid visual monotony with particular emphasis on long streets.
- Vary roof forms and pitches when a project includes five or more homes. Incorporate home designs that rotate ridge lines both parallel and perpendicular to the street and utilize a variety of hips and gables. Other elements which add variety and break up the roof, such as dormers and turrets are encouraged.
- Roof elements of a two story building that slope downward toward the side property lines providing greater light and air between buildings particularly when the separation between the floors of the two adjoining buildings would be less than 15 feet (Fig. 2).
- Single story homes distributed evenly throughout the neighborhood to provide for seniors, the disabled, and families who prefer or desire single story homes. Single story homes are also encouraged to improve the visual character of neighborhoods and minimize the perceived density of two story neighborhoods. Single story homes shall be constructed on a minimum of 25% of the development.

Figure 5.2 – Example Manipulation Building Elements



Discourage / Avoid:

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

5.6 PORCHES, ENTRIES AND COURTS

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

Encourage:

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

Figure 5.3 - Example Varied Roof Forms and Entry



Discourage:

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

5.7 GARAGE FRONTAGE AND PLACEMENT

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

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

Encourage:

- For garages accessed from the street, the garage face should be recessed a minimum of five feet from the primary living area façade.
- Attached garages should be designed to de-emphasize the garage door by techniques such as recessing the garage door 12"-18", by providing pillars or substantial trellis accents and utilizing upgraded garage doors.

Figure 5.4 – Reduced Garage Frontage



Discourage / Avoid:

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

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

Encourage:

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

5.8 PARKING

Two enclosed off-street parking spaces will be required for each housing unit. In addition, one on-street parking space will be required for each dwelling. The placement of driveways and garages within the development, as well as narrower driveway aprons/ shall be utilized to maximize on-street parking.

5.9 FENCES AND ENTRY FEATURES

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

The proposed Lot "B" (Oakdale Irrigation District facilities lot) located on the eastern portion of the project will install a wrought iron fence with access gates on the east and west side of the lot. A standard good neighbor fence consistent with the rest of the development will be installed on the north and south side of the lot.

Encourage:

- Periodic entries to minimize walking distances and integrate bike paths along the major roads.
- Additional landscape setbacks, street trees and accent trees at entries to improve the appearance of sound-walls.
- Fences visible from streets should be architecturally integrated with adjacent buildings and are encouraged as a means of visually tying buildings together.
- Fences (3'-4' high) at front or side yard patios where desired in lieu of porch railings, provided the fence design is compatible with the architectural style of the house.
- Accent landscaping and trellises to set off development entries are desirable.

5.10 LANDSCAPING

New single-family Planned Developments design similar to Low Density Residential projects typically have generous amounts of landscaping due to the larger front and rear yards. Landscape design

guidelines are intended to improve the appearance of the streetscape with landscaping and street trees to diminish the impact of the development and provide a softer appearance.

A dual-use storm drainage park and basin facility is proposed for the project. The side slopes of the basin range from a 10:1 to 5:1 slope for ease of accessing the basin. An upland area is proposed within the park which is over one-quarter of an acre. All landscaping will be installed in strict accordance with City of Riverbank landscape and street tree standards. Furthermore, landscaping improvements will be installed in accordance with local and state water efficient landscape ordinances. Finally, the proposed park will include site specific amenities to enhance the community which will include possible park landscaping improvements, bar-b-que areas, picnic tables and park benches.

Encourage:

- Encourage landscaping within the project to harmonize with the established theme and existing agrarian surroundings.
- Street trees or yard trees, both deciduous and evergreen, shall be approximately 20' to 25' on center along each side of the street (minimum 1 per lot, 2 per corner lot one on each street frontage).
- Separated sidewalks with limited lawn areas (min. 7' wide) (i.e. "parkways").
- Due to drought conditions, keep water intensive landscape elements to high visibility and high use areas.
- Plant materials designated for the open space/park shall be drought tolerant ground cover where possible.
- A minimum of 15 gallon tree specimens for all street and yard trees (consult the Public Works Department, regarding tree selection).
- Tree species which attain a height in excess of 25 feet and develop a minimum canopy of 20 feet at maturity.
- A variety of planting palettes for proposed front yard landscaping should be implemented to soften the development, reinforce the home design, and add variety to the streetscape.
- Accent trees at special locations within the neighborhood.
- Front yard landscaping which reinforces other design elements of the home such as vines on trellises, hedges or low fences and walls.

Discourage / Reduced

- Due to its relatively high water demand, turf should be used only in selected landscape areas.

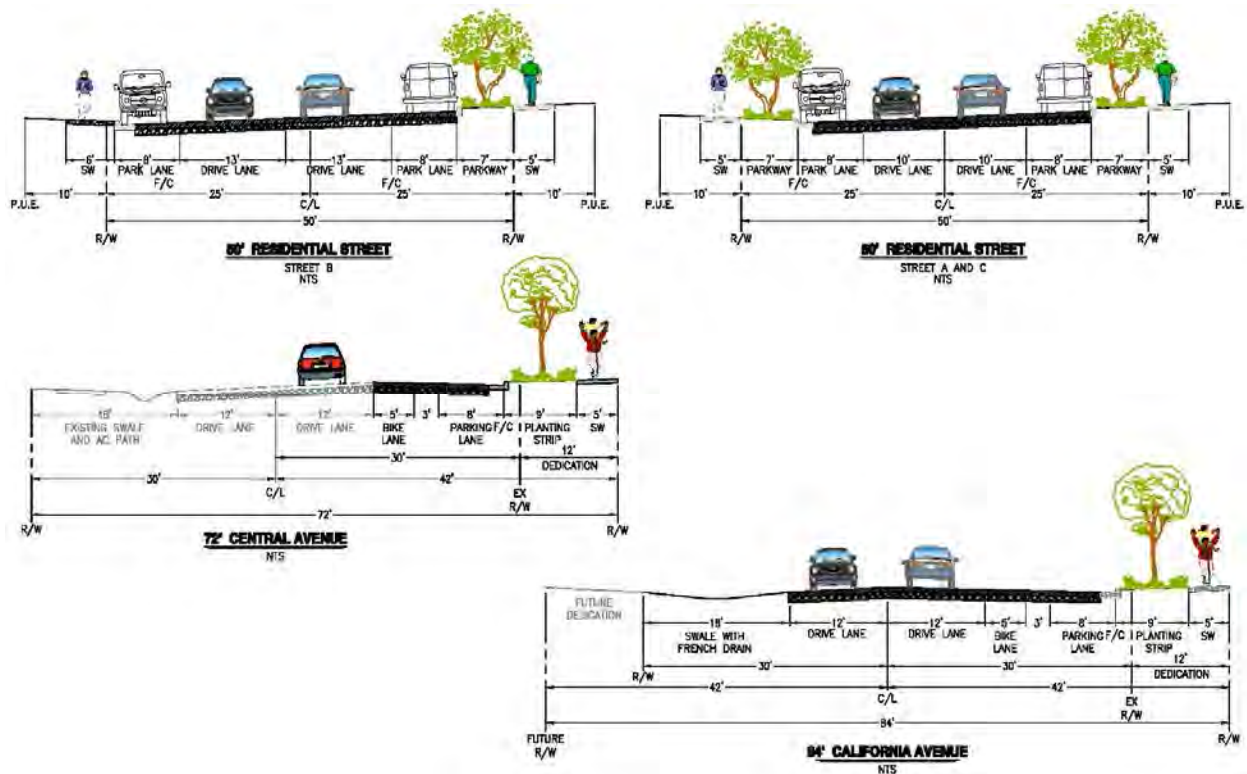
5.11 STREET DESIGN ELEMENTS AND ACCESS

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

Figure 5.5 – Typical Street Scene and Landscape



Figure 5.6 – Typical Street Sections



5.13 LIGHTING

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

Encourage:

- Light standards less than 15 feet in height. Decorative Visco VI-X-1-0F standard or equivalent standard with the same bulb type as the Visco are encouraged.
- Proposed LED lighting to be at 3,000K or less.
- Bollard lighting is encouraged along walkways.
- Metal halide luminaries should be utilized.
- Shielded light fixtures that minimize light "throw" off-site.
- Residentially scaled street lights.

Discourage / Avoid:

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

Figure 5.7 – Example Decorative Light and Mailbox Frame



5.12 MAILBOXES

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

Encourage:

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

Discourage:

- Pedestal-mounted cluster mailbox units.

5.14 UTILITIES, INFRASTRUCTURE & EASEMENTS

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

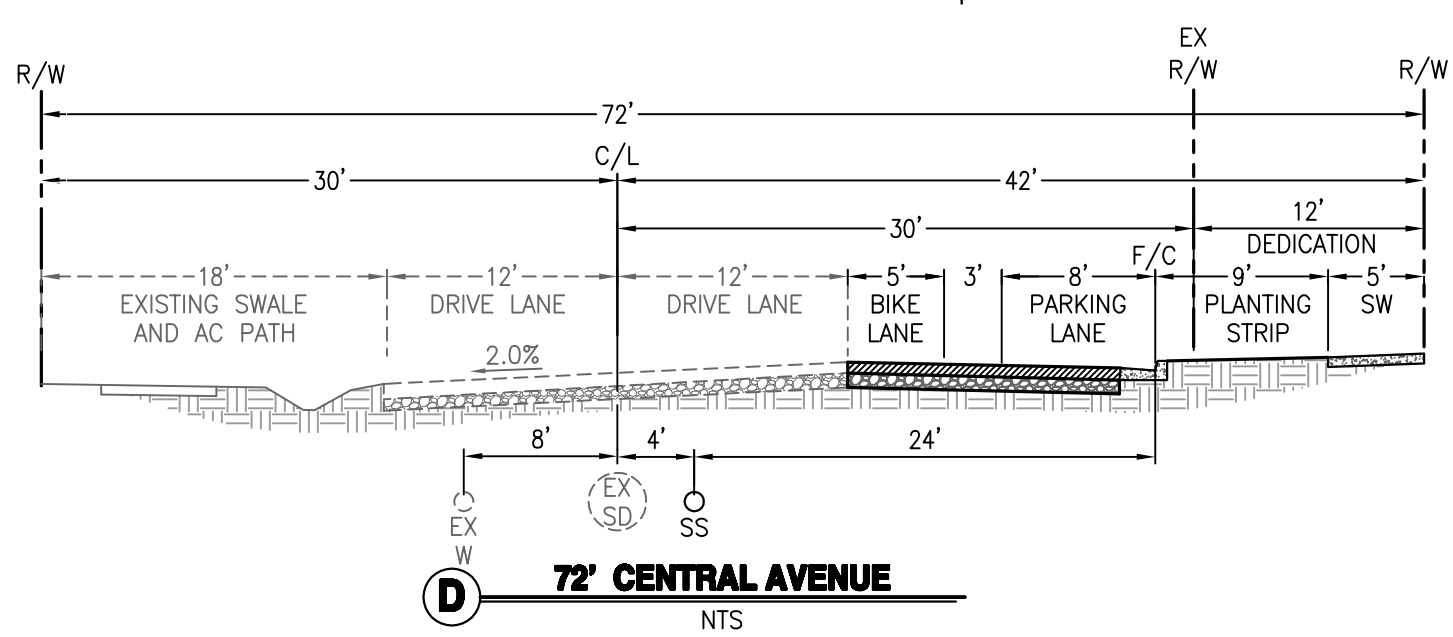
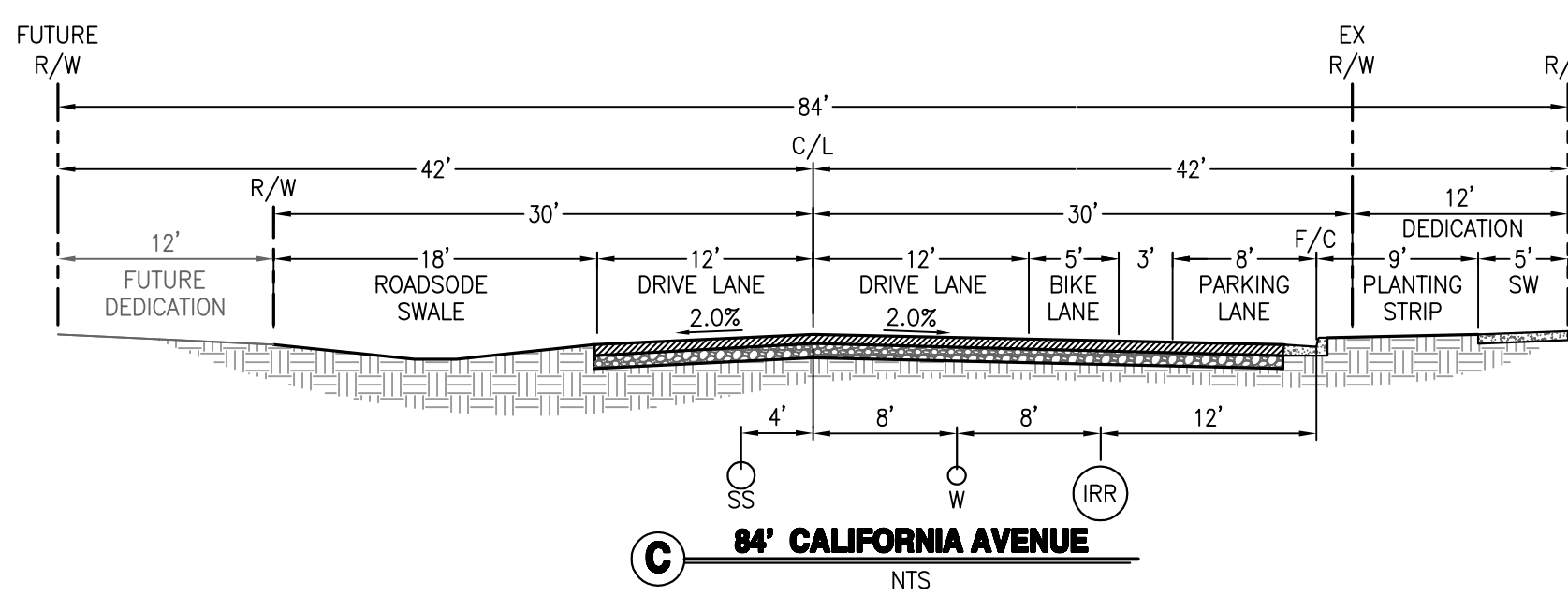
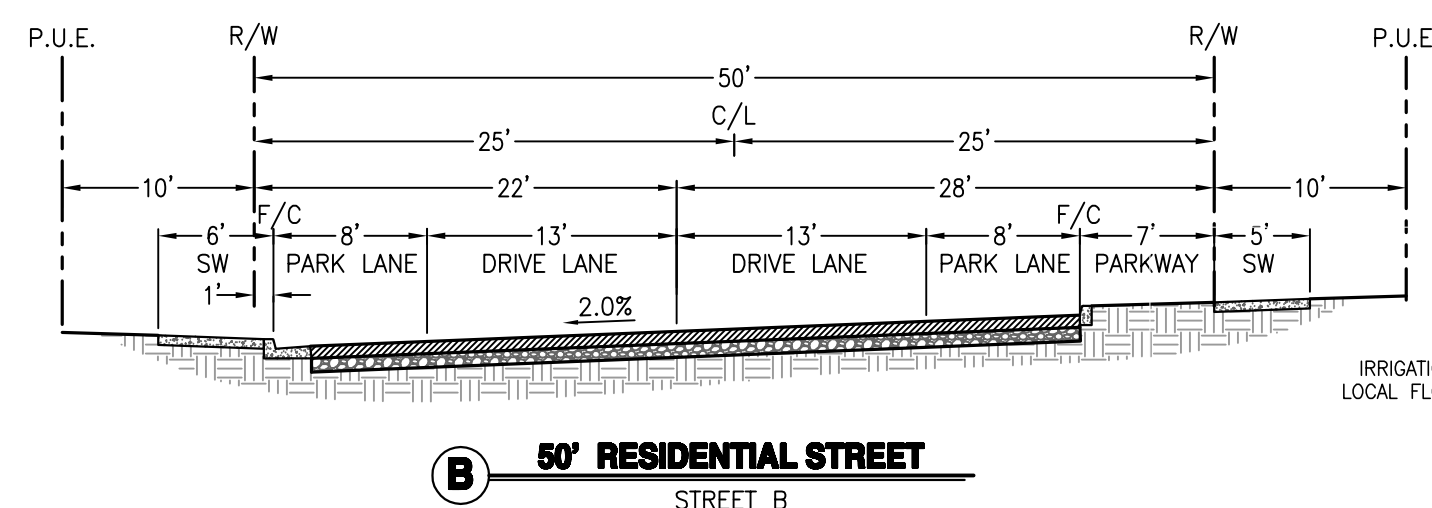
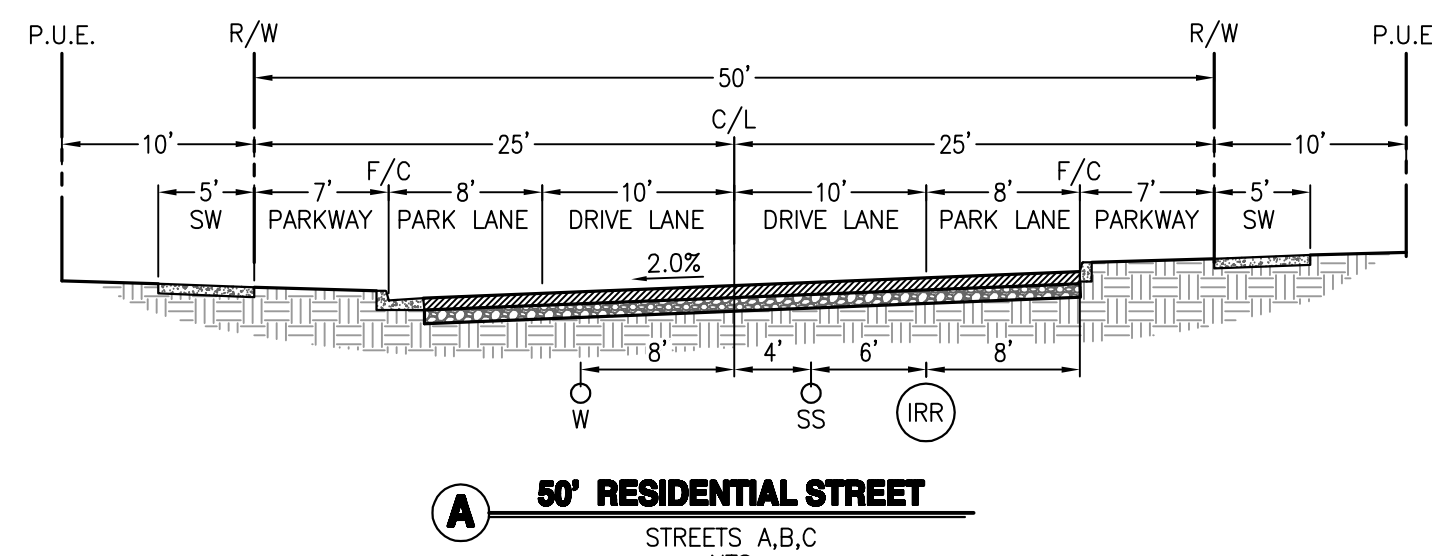
5.15 COMMUNITY FACILITIES DISTRICT (CFD) ANNEXATION AND OUTLOT PARCELS

The proposed project will be required to annex into the existing City of Riverbank's Community Facilities Department (CFD) for the general maintenance of public facilities which includes, but is not limited to, streets, landscaping, lighting and open space lots. There are three non-residential open space lots within the development. Lot A serves as a neighborhood park, and retention basin. Lot A will be owned and maintained by the City of Riverbank, and included in the City's existing citywide CFD. Lot B will be owned by the Oakdale Irrigation District, but will be maintained by the City of Riverbank, and included in the citywide CFD. This lot will be overlaid with low maintenance base rock/gravel cover to minimize the required maintenance. There will be drought resistant landscaping between the wrought iron fence and street that will be maintained by the CFD. Lot C serves as a LID bioswale used to infiltrate and treat a portion of the stormwater runoff. The stormwater from this swale will be conveyed to the retention basin by means of underground piping. Lot C will be owned and maintained by the City of Riverbank, and included in the City's existing citywide CFD.

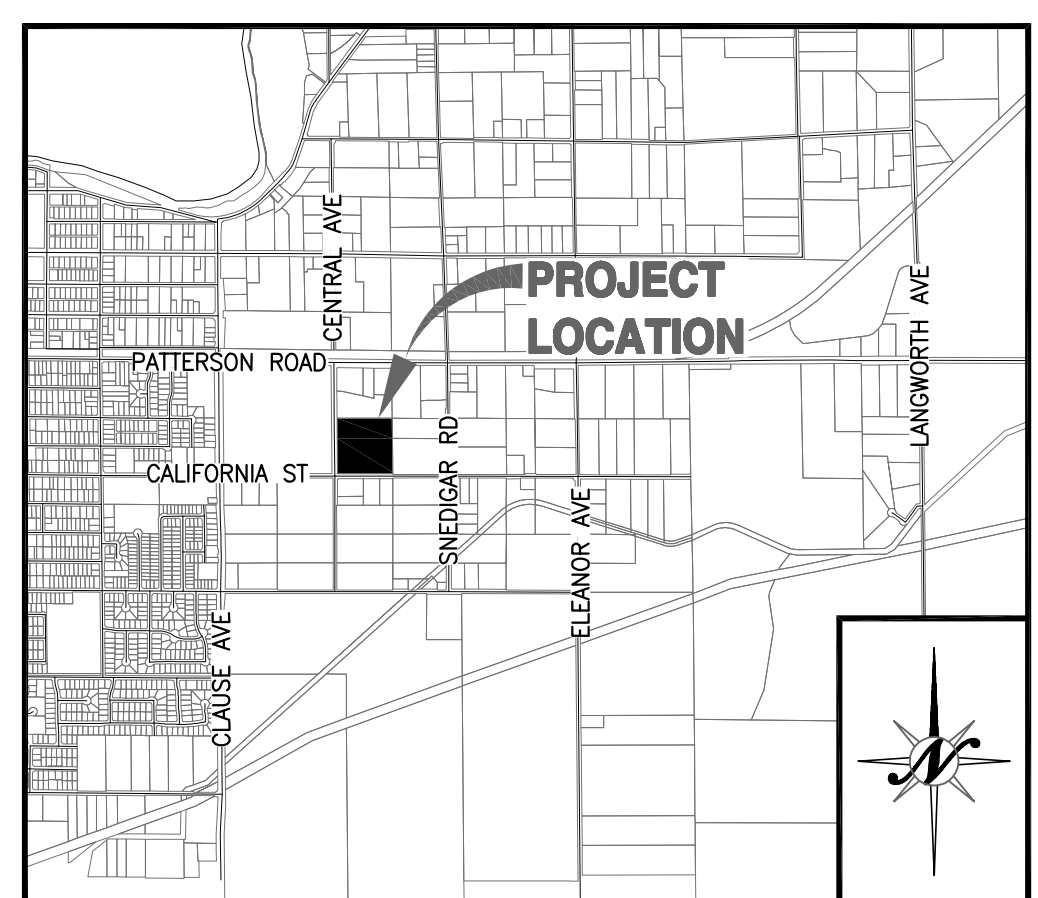
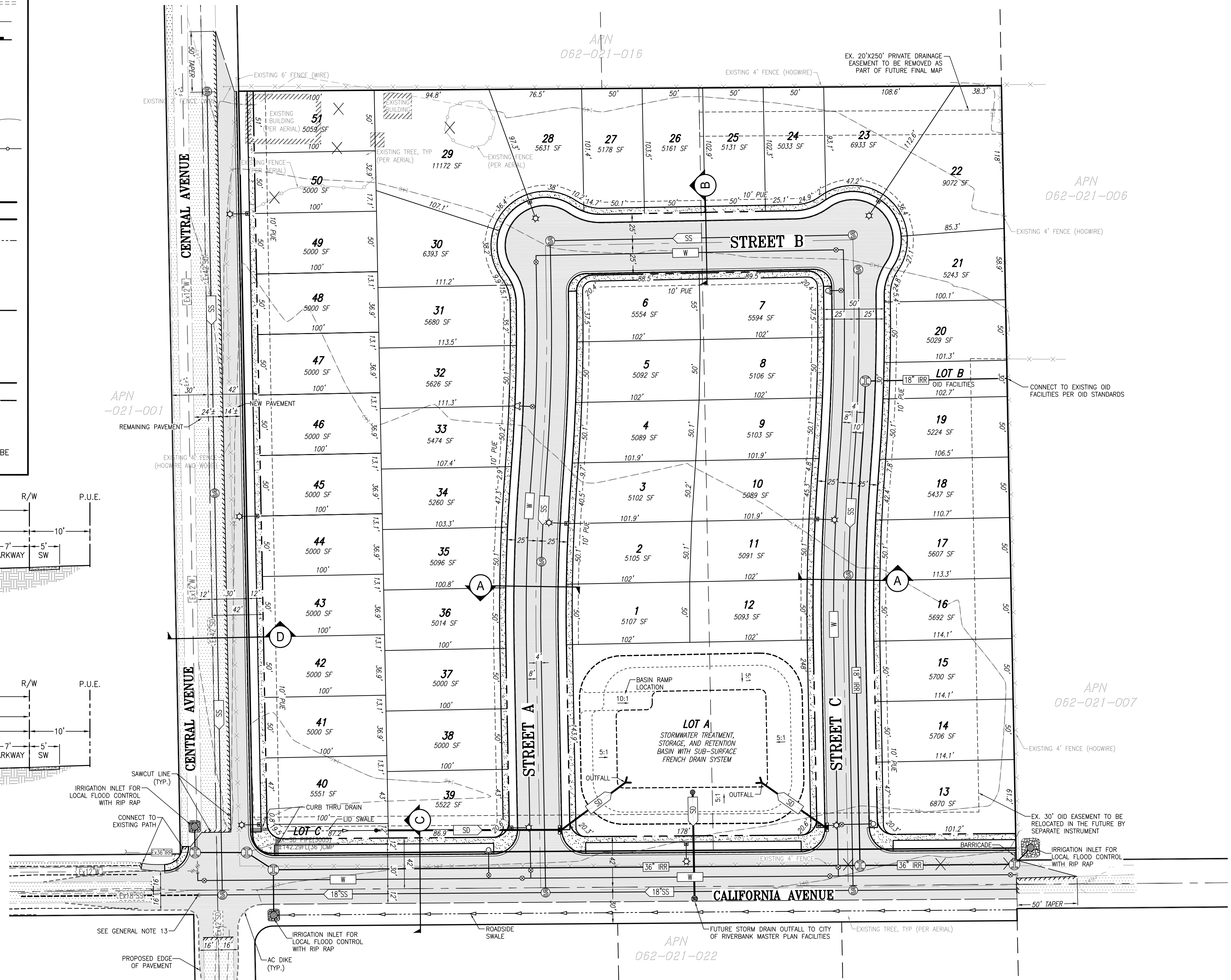
Appendix A: Proposed Tentative Subdivision Map

LEGEND

	EXISTING	PROPOSED
BOUNDARY LINE	---	---
CENTERLINE	---	---
RIGHT-OF-WAY	---	---
PARCEL LINE	---	---
CURB, GUTTER AND SIDEWALK	---	---
AC DIKE	N/A	---
EDGE OF PAVEMENT	---	---
MASONRY WALL	N/A	---
OVER HEAD ELECTRICAL	---	N/A
ELECTROLIER (PUBLIC)	---	---
GAS LINE	---	N/A
DIRECTION OF FLOW	---	---
CONTOURS	---	---
FENCE (CHAINLINK OR VINYL)	---	---
SIGN	---	---
SERVICE POLE	---	N/A
STORM DRAIN (MAIN)	---	---
FORCE MAIN	---	---
DRAINAGE SWALE	---	---
STORM DRAIN MAINTENANCE HOLE	---	---
CURB INLET	---	---
STORM DRAINAGE FILTER	N/A	---
WATER (MAIN)	---	---
WATER VALVE	---	---
FIRE HYDRANT	---	---
SEWER MAINTENANCE HOLE	---	---
SEWER (MAIN)	---	---
IRRIGATION LINE	---	---
IRRIGATION VALVE	---	N/A
IRRIGATION STRUCTURE	---	---
TREE	---	---



RIVER RUN TENTATIVE MAP RIVERBANK, CALIFORNIA



PROJECT INFORMATION

A. REGULATORY AGENCY:	CITY OF RIVERBANK 6617 THIRD STREET RIVERBANK, CA 95367 T: (209) 869-7128 CONTACT: PLANNING DEPARTMENT
B. APPLICANT:	R & K ROD LOWE 1997 REVOCABLE TRUST 3112 BUCKINGHAM COURT MODESTO, CA 95350 T: (209) 523-4223 CONTACT: ROD LOWE
C. OWNER :	WHITE POPERY MANAGEMENT, LLC 3501 ATCHISON STREET RIVERBANK, CA 95367 CONTACT: DAVE WHITE
D. ENGINEER:	NORTHSTAR ENGINEERING GROUP, INC 620 12TH STREET MODESTO CA, 95354 T: (209) 524-3525 CONTACT: TONY DE MELO, P.E.
E. EXISTING LAND USE:	AGRICULTURE
F. EXISTING GP LAND USE:	MEDIUM DENSITY RESIDENTIAL
G. PROPOSED GP LAND USE:	LOW DENSITY RESIDENTIAL
H. EXISTING ZONING:	SINGLE FAMILY RESIDENTIAL (LDR)
I. PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
J. TOTAL PROJECT SIZE:	9.1± ACRES
K. TOTAL NUMBER OF LOTS:	51
L. GROSS DENSITY:	5.6 UPA
M. CONTOURS:	1.0-FOOT INTERVALS
N. RETURNS:	PER CITY OF RIVERBANK STANDARDS
O. UTILITIES:	WATER SYSTEM - CITY OF RIVERBANK SANITARY SEWER - CITY OF RIVERBANK STORM DRAINAGE - CITY OF RIVERBANK GAS - PG&E ELECTRIC - PG&E TELEPHONE - SBC SCHOOL DISTRICT - RIVERBANK ELEMENTARY

GENERAL NOTES

- ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF RIVERBANK STANDARD PLANS AND SPECIFICATIONS EXCEPT AS NOTED.
- STORM DRAINAGE TO BE CONVEYED TO AN ON-SITE STORM DRAINAGE RETENTION BASIN WHICH WILL UTILIZED FOR STORMWATER TREATMENT. ALL IMPROVEMENTS TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS AND THE STORM DRAINAGE MASTER PLAN.
- ALL STORM DRAINAGE IMPROVEMENTS AS PART OF FUTURE IMPROVEMENTS PLANS AND STUDIES SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT 2013-0001-DWQ AND THE MULTI-AGENCY POST-CONSTRUCTION STORMWATER STANDARDS MANUAL APPROVED OR ADOPTED PRIOR TO THE TIME OF THIS TENTATIVE MAP APPLICATION BEING DEEMED COMPLETE.
- SANITARY SEWER TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS.
- WATER SYSTEM TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS.
- STREET LIGHTING SHALL BE INSTALLED PER CITY OF RIVERBANK STANDARD SPECIFICATIONS.
- PUBLIC UTILITIES ARE TO BE INSTALLED UNDERGROUND IN EASEMENTS.
- THE SUBOWNER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE SUBDIVISION MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66458.1, AND FILE PARCEL MAPS FOR REASON OF SALE. ALL PARCEL LINES SHALL CONFORM TO THIS TENTATIVE MAP.
- PUBLIC UTILITY EASEMENTS WILL BE PROVIDED ALONG ALL STREET FRONTS.
- ALL EXISTING STRUCTURES ARE TO BE REMOVED. SEPTIC TANKS, LEACH FIELDS, AND WELLS ON SITE WILL BE REMOVED OR ABANDONED AS PER CITY OF RIVERBANK REQUIREMENTS. BUILDING DEMOLITION, WELL ABANDONMENT, AND SEPTIC ABANDONMENT ALL REQUIRE PERMITS THROUGH THE CITY.
- APPLICANT SHALL PROVIDE ACCESS AGREEMENT IN PERPETUITY FOR CITY TO INSPECT ALL POST-CONSTRUCTION BMP'S INSTALLED ON PRIVATE PROPERTY.
- ALL LOT SETBACK REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE PROJECT DESIGN GUIDELINES PACKAGE.
- THE PROPOSED PROJECT IS TO CONNECT TO THE EXISTING 18" SANITARY SEWER EXTENSION IN CALIFORNIA AVENUE. IF THE 18" SANITARY SEWER EXTENSION HAS NOT BEEN COMPLETED AT THE TIME OF CONSTRUCTION, THE RIVER RUN PROJECT WILL CONSTRUCT THE EXTENSION AND COORDINATE FEE CREDITS AND/OR REIMBURSEMENT WITH THE CITY OF RIVERBANK.
- ALL EXISTING TREES ARE TO BE REMOVED PER CITY OF RIVERBANK STANDARDS AND SPECIFICATIONS. IF ANY OF THE TREES ARE OAK, AN ASSESSMENT BY A LICENSED ARBORIST SHALL BE SUBMITTED, LISTING AND DISCUSSING EACH TREE TO ENSURE CONFORMANCE WITH RMC 156.12 (D)(1) OAK AND LANDMARK TREE CONSERVATION, MAJOR TREE CONSERVATION PERMIT.
- DRIVEWAY ACCESS TO CALIFORNIA AVENUE IS RESTRICTED TO LOTS 13, 39, AND 40.
- LOT B TO BE CONVEYED TO OLD. THERE WILL BE BROUGHT RESISTANT LANDSCAPING BETWEEN THE FENCE AND STREET. LOTS A AND C TO BE DEDICATED TO THE CITY OF RIVERBANK. ALL LOTS A-C TO BE MAINTAINED BY CFD.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIVERBANK COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
PARCELS A AND B AS SHOWN ON PARCEL MAP FILED FOR RECORD MARCH 30, 1977 IN BOOK 24 OF PARCEL MAPS, AT PAGE 87, STANISLAUS COUNTY RECORDS.
APN: 062-021-008



REVISIONS	DATE	APPROVED	DESCRIPTIONS
NO.			

TENTATIVE MAP
RIVER RUN
RIVERBANK, CALIFORNIA



JOB #: 160719
DATE: 10/19/2017
SCALE: AS SHOWN
DRAWN: CRV
DESIGN: APD
CHK'D: APD

SHEET NUMBER
TM1.1

Appendix B: Entitlement Reference Exhibits

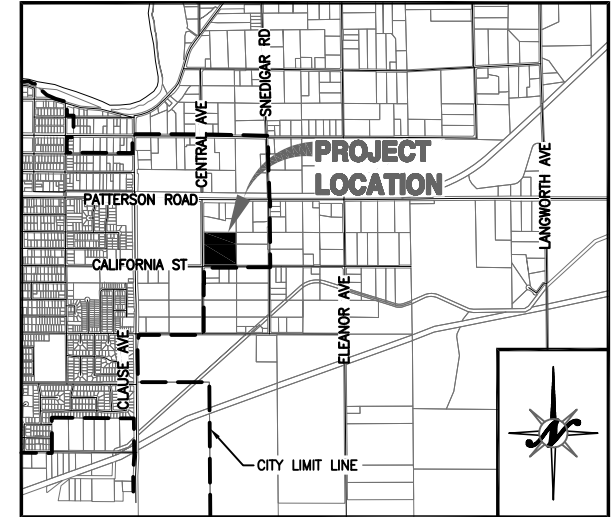
RIVER RUN SUBDIVISION EXISTING GENERAL PLAN EXHIBIT

CENTRAL AVENUE

MDR
(MEDIUM DENSITY RESIDENTIAL)

CALIFORNIA AVENUE

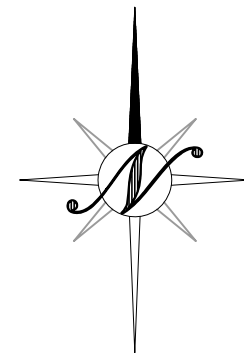
EX. CITY LIMIT LINE



VICINITY MAP

NOT TO SCALE

 MDR (MEDIUM DENSITY RESIDENTIAL)



150 75 0 150

1" = 150'

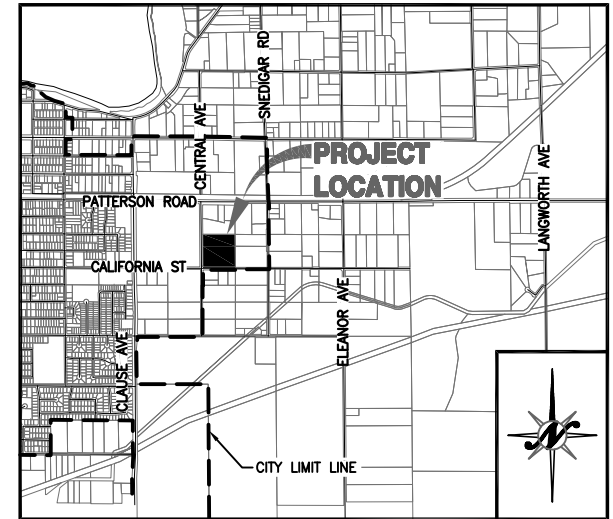
RIVER RUN SUBDIVISION PROPOSED GENERAL PLAN EXHIBIT

CENTRAL AVENUE

LDR
(LOW DENSITY RESIDENTIAL)

CALIFORNIA AVENUE

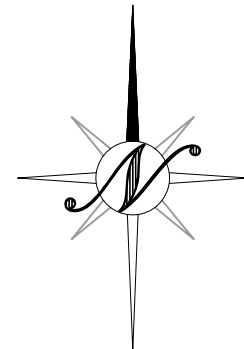
EX. CITY LIMIT LINE



VICINITY MAP

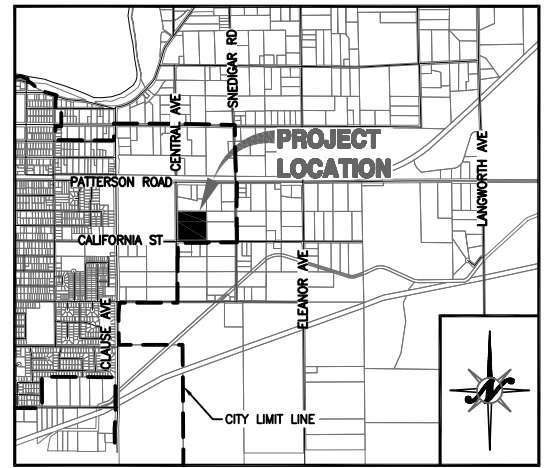
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 LDR (LOW DENSITY RESIDENTIAL)



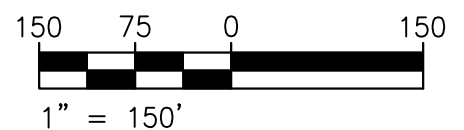
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RIVER RUN SUBDIVISION AERIAL EXHIBIT



VICINITY MAP

NOT TO SCALE

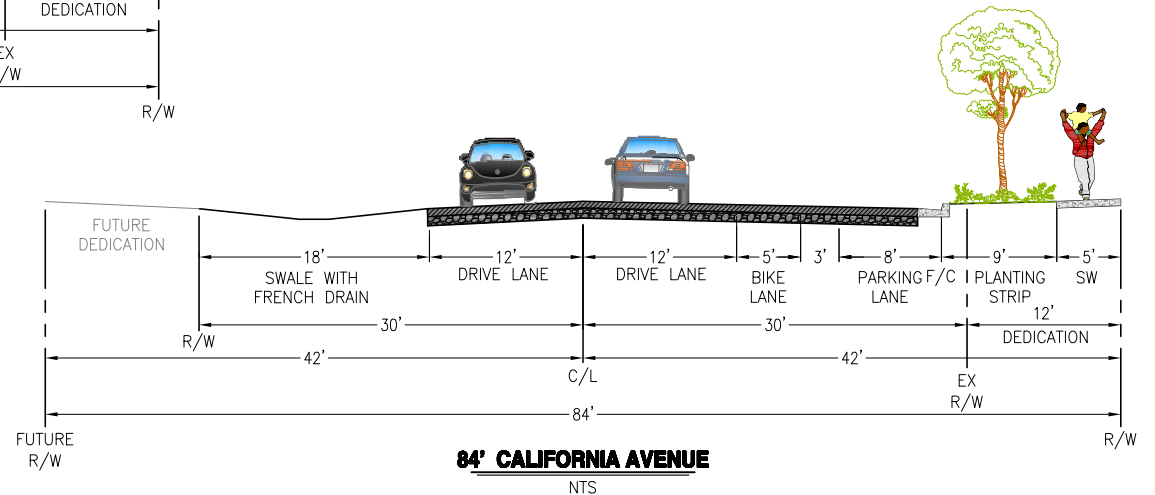
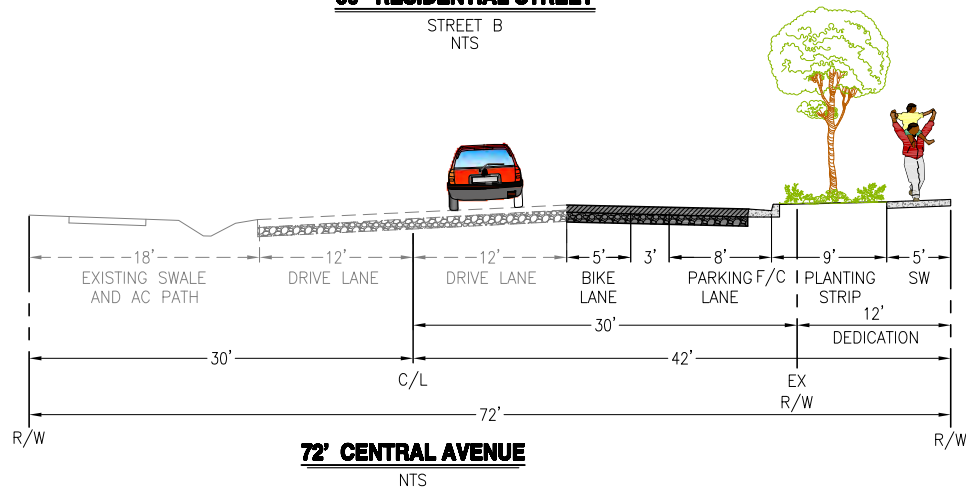
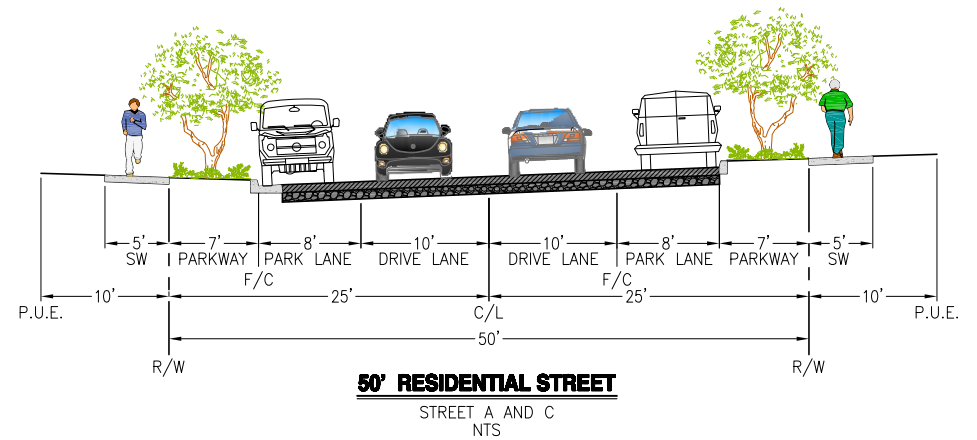
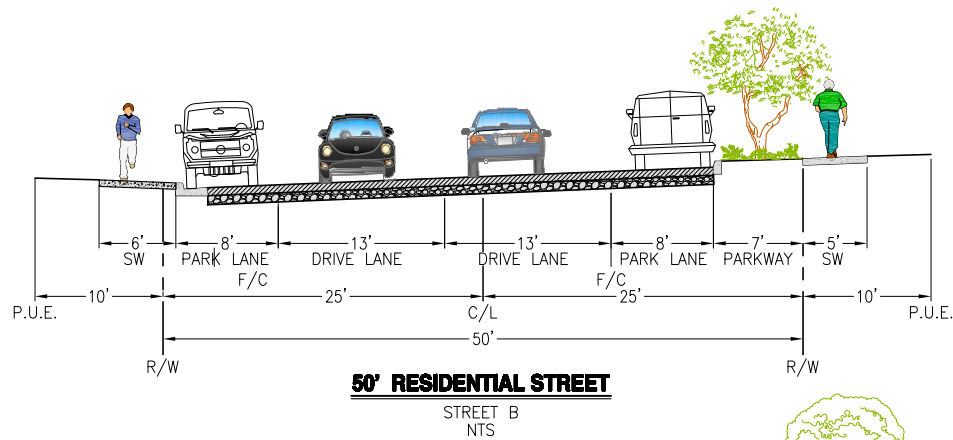


RIVER RUN SUBDIVISION PROJECT DEVELOPMENT PLAN



RIVER RUN SUBDIVISION

STREET CROSS SECTIONS



RIVER RUN SUBDIVISION LANDSCAPE PLAN

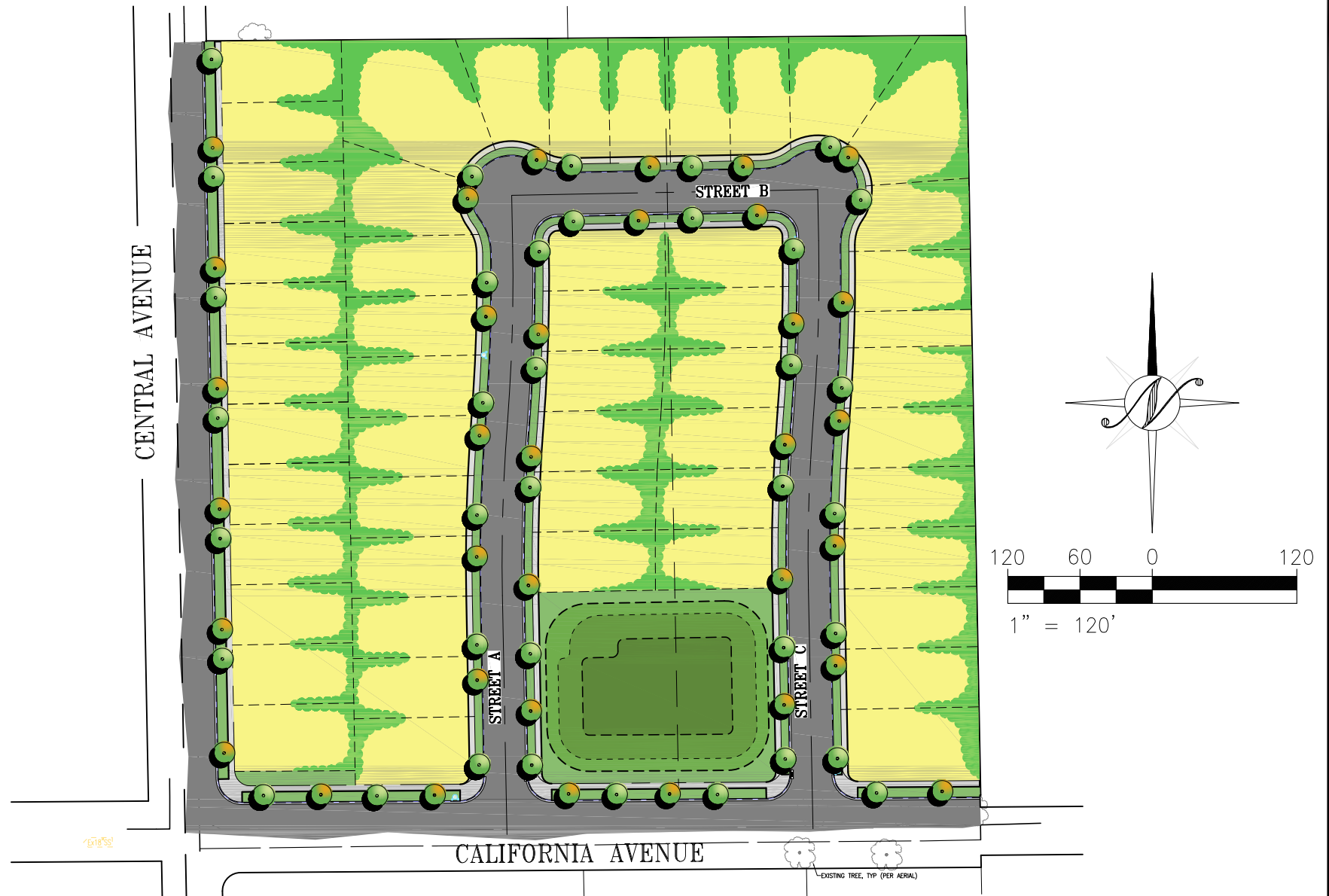


Diagram illustrating the layout of a building footprint within a 100' x 50' right-of-way. The building footprint is 50' wide and 100' deep. The layout includes a 5' sidewalk on the left, a 5' landscaped area on the right, and a 5' curb and gutter on the bottom. The building footprint is 50' wide and 100' deep. The building footprint is 50' wide and 100' deep. The building footprint is 50' wide and 100' deep.

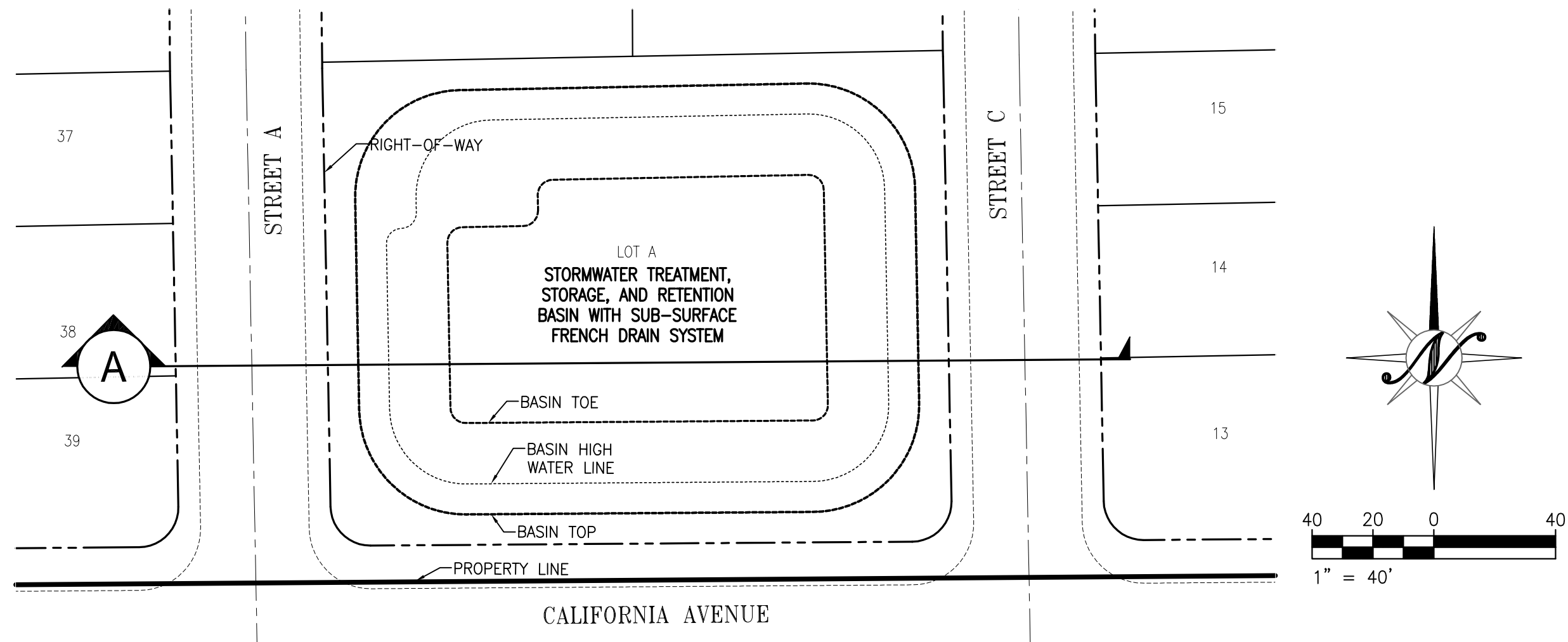
LOT SIZES	DESIGN GUIDELINES	CITY MUNICIPAL CODE
	5,000 sq. ft. min	5,000 sq. ft. min
Minimum Width (mid-block/corner) [a]	50' / 55'	50' / 55'
Minimum Frontage (knuckles)	35'	35'
FRONT SETBACKS [b]		
Garage [c]	20'	20'
Living Area (1st floor) [c]	15'	10'
Living Area (2nd floor) [c]	15'	10'
Porches [c]	10'	-
REAR SETBACKS		
Living Area	10'	5'
Patio Covers [d] [e]	5'	-
SIDE SETBACKS [b] [h]		
Living Area first floor (interior side) [e]	5'	5'
Living Area (corner side) [e]	10'	10'
LOT CONVERGENCE		
Total Lot Coverage	50%	50%

- [a] Minimum frontage for lots fronting cul-de-sacs and knuckles to be 35' minimum along the right of way.
- [b] Dwelling unit & wall/fencing shall be located outside the "clear vision triangle" at street intersections.
- [c] Setback measured from the back of sidewalk and a minimum of 5' from side property line except on corner lots where 10' is required.
- [d] Patio covers should not exceed 30 percent of the size of the usable private open space. Setback is measured from support structures. Up to 24" overhang is permitted. No part of the structure shall be closer than 5' to property line not including building eaves.
- [e] Includes attached garages and patio covers.
- [f] Minor architectural projections, such as fireplaces and bay windows, may project into a setback or separation by up to 2 feet for a length not to exceed 10 feet or 20 percent of the building elevation length, minimum 3' clearance, excluding A/C units.
- [g] Fragments less than 10' will not be counted toward the common open space area.
- [h] Detached garages may be attached to the main house by a breezeway so long as the breezeway is open, post supported and the garage and house meet 1 hour fire wall ratings as stipulated by the UBC.

Appendix C: Storm Drainage Basin Design Calculations

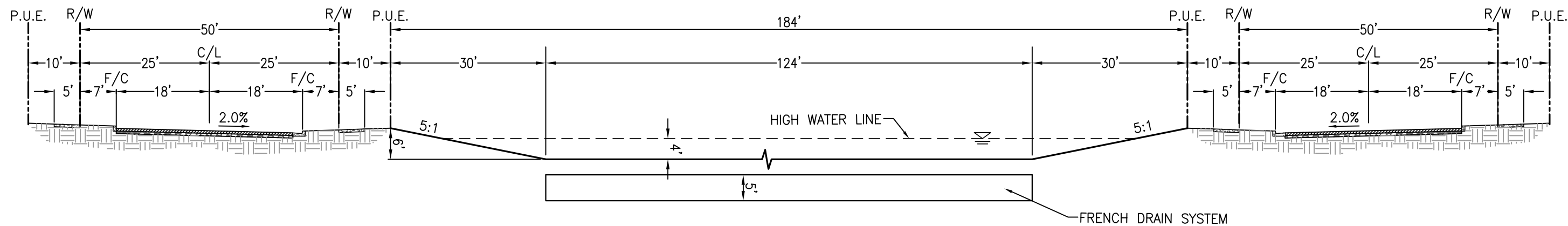
RIVER RUN SUBDIVISION

PRELIMINARY BASIN CROSS-SECTION



STORMWATER DRAINAGE BASIN PLAN VIEW

NTS



A STORMWATER DRAINAGE BASIN CROSS-SECTION

NTS



River Run Stormwater Storage Design

Composite "C" Calculations

Date: 11/16/2016

Designer: APD

Sht: 1 of 3

Composite "C" Calculations

Per City of Riverbank Design Standards

DESCRIPTION	ID	DESCRIPTION	"C" PER / UNIT AC
Low Density Residential	LDR	5 DU/AC	0.55
Basin Area (below High Water Elevation)	BASIN	-	1.00
Park Area (above High Water Elevation)	PARK	-	0.20

Total Project Site Area					
DESCRIPTION		SUB AREA DESC.	AREA (ac)	"C"	C*A
Low Density Residential	LDR	1A	9.26	0.55	5.09
Basin Area (below High Water Elevation)	BASIN	1B	0.43	1.00	0.43
Park Area (above High Water Elevation)	PARK	1C	0.32	0.20	0.06
			10.01		5.59

Weighted Basin "C" Value ==> 0.56



River Run Stormwater Storage Design

Basin Design Calculations

Date: 11/16/2016

Designer: APD

Sht: 2 of 3

BASIN - Design Calculations

Per City of Riverbank Design Standards

Volume Requirements:

Design Frequency = 100 Year 24 Hr
 Runoff, R = 3.4 inches 0.28 ft. Urbanized Areas

	C	R (ft.)	A (ac)	V (ac-ft.)
Total Project Site Runoff	0.56	0.28	10.01	1.58
	Total		10.01	1.58

Required Volume of Storage (100%) = 2,554 cy 1.58 ac-ft. 68,955 cf.

Effect to site 0.16 ft.

Volume Calculations: STORM

Lowest T.C. = 146.0 Assumed
 Basin H.W.L. = 144.0 Water Surface Area = 18,786 sf
 Basin Toe Elev. = 140.0 Bottom Surface Area = 9,443 sf
 Basin Low Point = 140.0 Low Point Surface Area = 0 sf
 Water Depth = 4.0 ft. Average Area = 14,115 sf

Basin Volume = 2,091 cy 1.30 ac-ft. 56,458 cf.

General Requirements:

Max Water Surface Elev: 6" below lowest inlet
 Freeboard: 2 feet
 Dual Use Basin Requirements 5 to 1 Side Slopes
 Landscaping
 2% Basin bottom to outlet
 Depth of Basin: Maximum depth of 6 ft.
 Depth of Water: Maximum depth of 4 ft.
 Time: Empty within 48 hrs



River Run Stormwater Storage Design

Sub-Drain Design Calculation

Date: 11/16/2016

Designer: APD

Sht: 3 of 3

SUB-DRAIN - Design Calculations

Per City of Riverbank Design Standards

Total Basin Stormwater Storage Required: cy ac-ft. cf.

Total Above Ground Storage Available: cy ac-ft. cf.

Total Sub-Drainage Storage Required: cy ac-ft. cf.

Total Storage In Pipe:

Length	380.00	ft.
Pipe Size	5.00	ft.
Pipe Area	19.63	sf

Volume in Pipe cy ac-ft. cf.

Total Storage in Rock:

Depth Rock	8.00	ft.
Height Rock	8.00	ft.
Trench Area	64.00	sf.
Trench Area Less Pipe	44.37	sf.
Rock Voids	0.30	

Volume in Rock cy ac-ft. cf.

Total Volume in Sub-Drain System: cy ac-ft. cf.
OK OK OK

Appendix D: Utility System Map

RIVER RUN

PRELIMINARY UTILITY LAYOUT



LEGEND

STORM DRAIN CURB INLET

STORM LINE AND MANHOLE

SANITARY SEWER LINE AND MANHOLE

WATER VALVE

FIRE HYDRANT

WATER LINE

IRRIGATION LINE AND MANHOLE

EXISTING

N/A

N/A

N/A

⊗

⊕

PROPOSED

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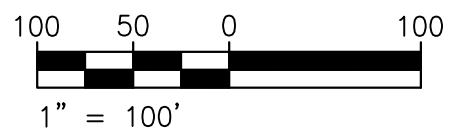
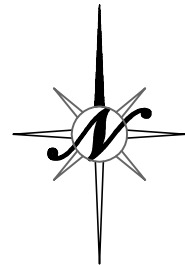
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**City of Riverbank
Planning Commission
Resolution No. 2017-022**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK, CALIFORNIA, APPROVING A GENERAL PLAN
AMENDMENT REDESIGNATING 9.1 ACRES TO LOW DENSITY
RESIDENTIAL (LDR) LOCATED AT 6272 CENTRAL AVENUE
APN: 062-021-008, A PROJECT KNOWN AS RIVER RUN**

WHEREAS, an application has been received from R&K Lowe 1997 Revocable Trust, with a proposal to subdivide approximately 9.1± acres into fifty-one (51) single family lots which allows for a net density of zero to eight (0-8) dwelling units per acre; and

WHEREAS, the project site is currently zoned Single Family Residential (R-1) to be rezoned Planned Development (PD) with a current General Plan Land Use designation of Medium Density Residential (MDR); and

WHEREAS, the applicant is proposing a General Plan Amendment to designate the project site as Low Density Residential (LDR); and

WHEREAS, Government Code Section 65353 requires the Planning Commission to hold at least one noticed, public hearing on any proposed General Plan Amendment; and

WHEREAS, the Government Code further requires that the City Council receive input from the Planning Commission on any proposed General Plan Amendment; and

WHEREAS, the notice of the public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on October 25, 2017; and

WHEREAS, the notices of the public hearing on the General Plan Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 8, 2017; and

WHEREAS, the Planning Commission has reviewed the General Plan Amendment and conducted a public hearing on November 21, 2017 in the manner prescribed by law; and

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

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL CONDITIONAL APPROVAL OF GENERAL PLAN AMENDMENT NO. 01-2016, BASED ON THE FOLLOWING FINDINGS:

1. General Plan Amendment Findings: That pursuant to California Government Code section 65358 and the Riverbank General Plan, the Planning Commission finds as follows:

- a. The General Plan Amendment is in the public interest because the General Plan Amendment will change the General Plan Land Use Map to comply with the proposed tentative map densities.
 - b. The General Plan Amendment with adopted Conditions of Approval is consistent and compatible with the goals and vast majority of the policies of the General Plan (including Design-2.5, Design-2.7, Design-3.1, Design-3.2, Design-3.5, Design-5.2, Cons-4.2, Cons-8.6, Cons-8.9, and Safe-2.2).
 - c. The potential effects of the proposed amendment have been evaluated in the CEQA Initial Study and Mitigated Negative Declaration on the project and have been found to be not detrimental to the public health, safety, or welfare.
 - d. The proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.
2. That, based on the findings set forth in this resolution, the CEQA resolution and evidence in the City Staff Report and such other evidence as received at the public hearings on this matter before the Planning Commission, the Planning Commission hereby recommends conditional approval of the General Plan Amendment.
 3. Constitutionality, 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, or 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.
 4. The City finds that Pursuant to the California Environmental Quality Act, an Initial Study has been prepared by the Lead Agency (City of Riverbank). This Initial Study (IS) has been circulated to the Governor's Office of Planning and Research for consultation with other Responsible Agencies as SCH# 2017102058. The review period for the Initial Study closed on November 20, 2017 and all comments received and discussed in the November 21, 2017 public hearing will be incorporated into the IS.

Based on the IS it has been determined that although the proposed Project could have a significant effect on the environment, certain modifications to the project have been agreed to by the applicant to reduce these identified impacts to a level which is considered less than significant. A Mitigated Negative Declaration has been prepared for this project, with Mitigation Measures incorporated into the project to lessen the impact on the environment where indicated. The property owners have been given a Mitigation Agreement for execution and this agreement will be recorded against the property as notice to subsequent owners of the mitigation obligations created as a result of this entitlement action.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 21st of November, 2017, by the following roll call vote 3-1:

AYES: Commissioners: McKinney, McRitchie and King

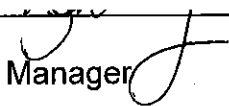
NOES: Commissioner: Tabacco

ABSENT: Commissioner: Stewart

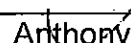
ABSTAIN: None

Attest:

Approved:



Donna M. Kenney
Planning and Building Manager



Anthony McKinney, Chairperson
Planning Commission

**City of Riverbank
Planning Commission
Resolution No. 2017-023**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK, CALIFORNIA RECOMMENDING TO THE CITY COUNCIL
THE APPROVAL OF ORDINANCE NO. 2017-XXX TO REZONE 9.1±
ACRES, KNOWN AS RIVER RUN TO PLANNED DEVELOPMENT,
LOCATED AT 6272 CENTRAL AVENUE APN: 062-021-008**

WHEREAS, an application has been received from R&K Lowe 1997 Revocable Trust, with a proposal to subdivide approximately 9.1± acres into fifty-one (51) single family lots which allows for a net density of zero to eight (0-8) dwelling units per acre; and

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

WHEREAS, the applicant is proposing to rezone the property to Planned Development (PD) from Single Family Residential (R-1); and

WHEREAS, the Planning Commission held a public hearing on November 21, 2017, to consider Zoning Ordinance Amendment (Rezone) 02-2016; and

WHEREAS, notices of the public hearing on the Rezone was published in the *Riverbank News*, a newspaper of general circulation on October 25, 2017; and

WHEREAS, notices of the public hearing on the Rezone were mailed to all property owners within three hundred (300) feet of the property, according to the most recent assessor's roll, on November 8, 2017; and

WHEREAS, the Planning Commission has reviewed the proposed Rezone and conducted a public hearing on November 21, 2017 in the manner prescribed by law; and

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

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL APPROVAL OF ORDINANCE NO. 2017-XXX, REZONING 9.1± ACRES TO PLANNED DEVELOPMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE, BASED ON THE FOLLOWING FINDINGS:

1. Pursuant to California Government Code Section 65855, the recommendation to City Council shall include the relationship to the applicable general or specific plan.
 - a. The property identified in this action has a General Plan Land Use Designation of Medium Density Residential (MDR) and a current zoning of Single Family

Residential (R-1). The project proposes a General Plan Amendment re-designation to Low Density Residential (LDR) and a Rezone to Planned Development.

- b. The proposed General Plan Amendment to LDR and the proposed Rezone to PD will maintain consistency between the General Plan and Zoning Code, pursuant to Government Code Section 65860.
2. Each individual unit of the development can be built in stages, as well as the total development, can exist as an independent unit capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development.
3. The uses proposed will not be a detriment to the present and proposed surrounding land uses, but will enhance the desirability of the area and have a beneficial effect.
4. Deviations from the standard ordinance requirements is warranted by the unusual design and additional amenities are incorporated in the development plan which offers certain redeeming features to compensate for any deviations that may be permitted.
5. The principles incorporated in the proposed master plan identify unique characteristics which could not otherwise be achieved under other zoning districts.
6. The PD rezone was not initiated by the City, so the previous findings and a master plan are required.

Constitutionality, 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, or 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.

The City finds that Pursuant to the California Environmental Quality Act, an Initial Study has been prepared by the Lead Agency (City of Riverbank). This Initial Study (IS) has been circulated to the Governor's Office of Planning and Research for consultation with other Responsible Agencies as SCH# 2017102058. The review period for the Initial Study closed on November 20, 2017 and all comments received and discussed in the November 21, 2017 public hearing will be incorporated into the IS.

Based on the IS it has been determined that although the proposed Project could have a significant effect on the environment, certain modifications to the project have been agreed to by the applicant to reduce these identified impacts to a level which is considered less than significant. A Mitigated Negative Declaration has been prepared for this project, with Mitigation Measures incorporated into the project to lessen the impact on the environment where indicated. The property owners have been given a Mitigation Agreement for execution and this agreement will be recorded against the

property as notice to subsequent owners of the mitigation obligations created as a result of this entitlement action.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 21st of November 2017, by the following roll call vote 3-1:

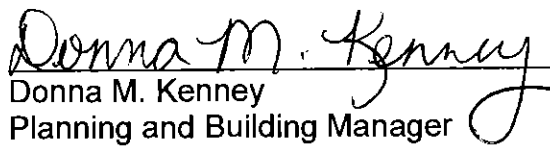
AYES: Commissioners: McKinney, McRitchie and King

NOES: Commissioner: Tabacco

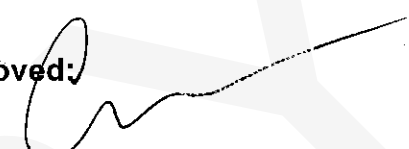
ABSENT: Commissioner: Stewart

ABSTAIN: None

Attest:


Donna M. Kenney
Planning and Building Manager

Approved:


Anthony McKinney, Chairperson
Planning Commission

Attachment: Exhibit "A" – Draft City Council Ordinance No. 2017-XXX

**EXHIBIT A
CITY OF RIVERBANK
ORDINANCE NO. 2017-XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING REZONING OF 9.1± ACRES TO PLANNED DEVELOPMENT,
LOCATED AT 6272 CENTRAL AVENUE (APN 062-021-008) –
A PROJECT KNOWN AS RIVER RUN**

WHEREAS, an application has been received from R&K Lowe 1997 Revocable Trust, with a proposal to subdivide approximately 9.1± acres into fifty-one (51) single family lots which allows for a net density of zero to eight (0-8) dwelling units per acre; and

WHEREAS, the City of Riverbank Planning Commission conducted a Public Hearing on Tuesday, November 21, 2017 to consider the proposed Zoning Ordinance Amendment in Riverbank; and

WHEREAS, the City Council for City of Riverbank has made the following findings for adoption:

1. An application has been received from R&K Lowe 1997 Revocable Trust with a proposal to subdivide approximately 9.1± acres into fifty-one (51) single-family residential lots, which allows for a net density of 0-8 dwelling units per acre; and
2. The project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use Designation of Medium Density Residential (MDR); and
3. The applicant is proposing to rezone the subject property to Planned Development (PD) as well as re-designate the property to a General Plan Land Use Designation of Low Density Residential (LDR); and
4. Notice of the public hearing on the proposed Zoning Ordinance Amendment was published in the *Riverbank News*, a newspaper of general circulation, on October 25, 2017; and
5. Notices of the public hearing on the proposed Zoning Ordinance Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 8, 2017; and
6. The City finds that Pursuant to the California Environmental Quality Act, an Initial Study has been prepared by the Lead Agency (City of Riverbank). This Initial Study (IS) has been circulated to the Governor's Office of Planning and

Research for consultation with other Responsible Agencies as SCH# 2017102058. The review period for the Initial Study closed on November 20, 2017 and all comments were incorporated into the IS.

Based on the IS it has been determined that although the proposed Project could have a significant effect on the environment, certain modifications to the project have been agreed to by the applicant to reduce these identified impacts to a level which is considered less than significant. A Mitigated Negative Declaration has been prepared for this project, with Mitigation Measures incorporated into the project to lessen the impact on the environment where indicated. The property owners have been given a Mitigation Agreement for execution and this agreement will be recorded against the property as notice to subsequent owners of the mitigation obligations created as a result of this entitlement action.

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

Section 1: The City Council of the City of Riverbank approves Rezoning 9.1± acres to the Planned Development zone district, located at APN 062-021-008.

Section 2: Constitutionality, 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.

Section 3: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing was introduced at a regular meeting of the City Council of the City of Riverbank held on the 12th day of December 2017; motioned by Councilmember _____, seconded by Council Member _____, and upon roll call was carried by the following vote ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

DRAFT

**City of Riverbank
Planning Commission
Resolution No. 2017-024**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK RECOMMENDING APPROVAL OF THE REQUEST OF
R&K LOWE 1997 REVOCABLE TRUST FOR TENTATIVE MAP 02-2016
TO SUBDIVIDE 9.1± ACRES INTO 51 PLANNED DEVELOPMENT SINGLE
FAMILY RESIDENTIAL LOTS, LOCATED AT
6272 CENTRAL AVENUE APN: 062-021-008**

WHEREAS, an application has been received from R&K Lowe 1997 Revocable Trust, with a proposal to subdivide approximately 9.1± acres into fifty-one (51) single family lots which allows for a net density of zero to eight (0-8) dwelling units per acre; and

WHEREAS, the City Subdivision Ordinance, Section 152.037 states that as a condition of approval of a tentative map, the subdivider shall dedicate and develop parkland, pay a fee in lieu thereof, or both, at the option of the City. In this case the City has chosen to accept the payment of an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of 0.44 acres; and

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

WHEREAS, the proposed tentative map is consistent with the following General Plan policies discussed in the staff report: DESIGN-2.5 (streetscapes), DESIGN-2.7 (sidewalks), DESIGN-3.1 (continuity), DESIGN-3.2 (pedestrian-friendly), DESIGN-3.5 (small lot minimization), DESIGN 5.2 (eyes on the street), CONS-4.2 (stormwater), CONS-8.6 (compact development), CONS-8.9 (drought-tolerant landscape), and SAFE 2.2 (fire protection); and

WHEREAS, Tentative Map 02-2016 was reviewed by the Riverbank Planning Commission at a regular meeting held on November 21, 2017 in the manner prescribed by law; and

WHEREAS, The Riverbank Planning Commission recommends approval of the requested Tentative Map dated October 19, 2017 prepared by North Star Engineering Group, Inc. and modified by adopted Conditions of Approval, and incorporated herein as a part of this Planning Commission Resolution; and

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

- A. The project is consistent with the General Plan with modification by the adopted conditions of approval.
- B. Notice to the general public and adjoining neighbors in the time and in the manner

required by State Law and City Code was provided.

- C. The City finds that Pursuant to the California Environmental Quality Act, an Initial Study has been prepared by the Lead Agency (City of Riverbank). This Initial Study (IS) has been circulated to the Governor's Office of Planning and Research for consultation with other Responsible Agencies as SCH# 2017102058. The review period for the Initial Study closed on November 20, 2017 and all comments received and discussed in the November 21, 2017 public hearing will be incorporated into the IS.

Based on the IS it has been determined that although the proposed Project could have a significant effect on the environment, certain modifications to the project have been agreed to by the applicant to reduce these identified impacts to a level which is considered less than significant. A Mitigated Negative Declaration has been prepared for this project, with Mitigation Measures incorporated into the project to lessen the impact on the environment where indicated. The property owners have been given a Mitigation Agreement for execution and this agreement will be recorded against the property as notice to subsequent owners of the mitigation obligations created as a result of this entitlement action.

- D. The approval of Tentative Map 01-2016 to divide parcel APN 062-021-008 of 9.1± acres, into 51 single family lots will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood in that the project is similar to, and compatible with, neighboring uses in the area.

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

1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014, including annexing into Community Facilities District 2016-01, or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project; and
2. The northeasterly and northwesterly intersection of Central Avenue and California Avenue shall be fully improved including curb, gutter, sidewalk, crosswalk, and storm drainage in accordance with the approved tentative map. Completion of this condition of approval will not require the acquisition of additional right-of-way. If it is determined that sufficient right-of-way is unavailable to construct the proposed improvements, the proposed improvements will be modified to fit within the existing available right-of-way; and
3. Central Avenue and California Avenue streets shall be fully improved half streets plus a new twelve (12) foot paved drive lane on the unimproved side. Completion of this condition of approval will not require the acquisition of additional right-of-way. If it is determined that sufficient right-of-way is unavailable to construct the proposed improvements, the proposed

improvements will be modified to fit within the existing available right-of-way; and

4. A fifty (50) foot transition taper and barricade shall be required at the transition of new roadways to existing roadways on all improved travel lanes. Completion of this condition of approval will not require the acquisition of additional right-of-way. If it is determined that sufficient right-of-way is unavailable to construct the proposed improvements, the proposed improvements will be modified to fit within the existing available right-of-way; and
5. The storm drainage on the southerly side of California Avenue shall be managed with a swale, discharging runoff to proposed field drainage inlets discharging directly to the Riverbank Drain in accordance with the approved tentative map; and
6. The storm drainage shall be stubbed to a future regional basin per the Bruinville Master Plan; and
7. Developer shall extend the existing 36" Riverbank Drain to the east end of the project and provide a field drainage inlet along California Avenue per Oakdale Irrigation District standards and specifications and in accordance with the approved tentative map. The developer shall endeavor to obtain an easement from the neighboring property owner to install the proposed field drainage inlet. If the developer has made good faith efforts to obtain the easement which can be shown to the City in writing, and is unable to come to an agreement with the property owner, the City will make a determination on removing this condition and allow the construction of the proposed field drainage inlet along California Avenue within the proposed right-of-way along the project frontage; and
8. The developer is required to provide a final grading and drainage plan as part of the project improvement plans to mitigate potential flooding at the site and at the intersection of Central Avenue and California Avenue per previous discussion with City staff to include the following:
 - a. A storm drain basin will be constructed to retain the proposed stormwater from the project site in accordance with current City of Riverbank Standards and specifications.
 - b. The existing floodwater overland release path for the project site is to the west along California Avenue. The proposed project site shall be designed to provide overland release of emergency floodwaters to protect the future residential units.
 - c. The developer will extend the existing 36" Riverbank Drain to the east end of the project and provide a field drainage inlet in accordance with condition #7.
 - d. The proposed building pads on the north and east sides of the project site will be constructed a minimum of 6" above the neighboring properties to mitigate potential irrigation floodwaters.
 - e. Additional drainage inlets will be installed and connected directly to the Riverbank Drain at the intersection of California Avenue and Central Avenue in accordance with the approved tentative map; and
9. The project will need to conform to the City's storm drainage ordinance, Post Construction Standards manual, and low impact development requirements. This will require additional storm water mitigation on each lot beyond running the water down the street to the basin; and

10. Three (3) sets of landscape and irrigation plans shall be prepared and submitted with fee for review and approval by the City's contract landscape architect. The storm basin shall be fully landscaped and slope protection provided.; and
11. Applicant shall pay an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of 0.44 acres; and
12. A Tree Survey shall be conducted and Tree Protection Plan provided (if required) before a grading permit can be issued and
13. An access ramp shall be designed into the basin for maintenance. The proposed material for the ramp to be concrete, asphalt base, or decomposed granite; and
14. Lots A, B & C shall be maintained by the CFD; and
15. The OID pipeline shall be designed and installed to OID standards; and
16. All wet utilities are to be cleaned, tested, and videotaped prior to acceptance by the City of Riverbank; and
17. All existing and proposed overhead utilities shall be installed underground along California Avenue and Central Avenue; and
18. The storm basin shall have a minimum of five (5) feet of sandy material below the lowest French drain system to insure good percolation; and
19. Private street names shall be approved by City Council; and
20. An automatic fire system shall be provided for all Group R occupancies. **CFC 903.2.8**; and
21. Buildings shall be provided with proper address identification in accordance with the California Fire Code as amended by the Stanislaus Consolidated Fire Protection District. **CFC 505.1**; and
22. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into the jurisdiction. All fire apparatus access roads shall meet the design requirements of the California Fire Code. **CFC 503.1.1**; and
23. During construction, Fire apparatus access roads shall be clearly marked with notices or markings that include the words NO PARKING – FIRE LANE. The markings shall be clean and legible at all times. **CFC 503.3**; and
24. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to the site. **CFC 507.1**; and
25. Fire apparatus access roads and a water supply for fire protection shall be installed and made serviceable prior to and during the time of construction. **CFC 501.4**; and

26. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two (2) times per day; and
27. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; and
28. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; and
29. All vehicle speeds on unpaved roads shall be limited to fifteen (15) miles per hour; and
30. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binding are used; and
31. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes. Clear signage shall be provided for construction workers at all access points; and
32. All construction equipment shall be maintained and properly tuned in accordance with manufacture's specifications. All equipment shall be checked by a certified visible emissions evaluator; and
33. Post a publicly visible sign with the telephone number and person to contact at the Air District regarding dust complaints. The Air District shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations; and
34. Applicant shall comply with San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review; and
35. Pre-construction surveys for nesting Swainson's hawks within 0.25 of the project site are recommended if construction commences between March 1 and September 15. If active nests are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should utilize criteria set forth by CDFW (CDFG, 1994); and
36. Pre-construction surveys for burrowing owls are recommended if construction commences between February 1 and August 31. If occupied burrows are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should be pursuant to criteria set forth by CDFW (CDFG, 2012); and
37. If vegetation removal and/or construction commences during the general avian nesting season (March 1 through July 31), a pre-construction survey for nesting birds is recommended. If active nests are found, work in the vicinity should be delayed until the young fledge; and
38. On-site trees could be used by nesting raptors and other protected birds. Any trees that need

to be removed to facilitate future development should be felled outside of the general bird nesting season (February 1 through August 31) or a nesting bird survey should be conducted immediately prior to tree removal. If active nests are found, tree felling should be delayed until the young have fledged; and

39. If potential human remains are encountered, the construction contractor shall halt work in the vicinity (within 100 feet) of the find and contact the City of Riverbank. The project applicant and/or contractor shall be required to contact the Stanislaus County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner would contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC would identify the person or persons believed to be most likely descended from the deceased Native American. The most likely decedent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98. Implementation of Mitigation Measure CUL-1 would reduce the potential impact on human remains to a less than significant level; and
40. Pursuant to the 2005-2025 General Plan Policy SAFE-1.11, the proposed project requires a detailed Geotechnical Study prepared by an independent qualified geologist to be reviewed and approved by the City. The Geotechnical Study shall be submitted with the project Improvement Plans; and
41. Consistent with the requirements of the City of Riverbank Municipal Code, the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the project applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period. The SWPPP shall be designed to address the following objectives:
 - a. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity, are controlled using source control and treatment control best management practices (BMPs).
 - b. Where not otherwise permitted by the Regional Water Quality Control Board, all non-stormwater discharges are identified and eliminated.
 - c. BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity in accordance with the Construction General Permit; and
42. The project applicant shall fully comply with the City of Riverbank Municipal Code and all Regional Water Quality Control Board stormwater permit requirements, including Provision C.3 of the Municipal Regional Permit (MRP). This will require preparation and implementation of a complete Stormwater Control Plan (SCP) for the project, which shall be submitted to the City Engineer for review and approval prior to any construction activity. The SCP shall act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project and shall be designed to comply

with both MRP and City or Riverbank requirements. At a minimum, the SCP for the project shall include the following:

- a. An inventory and accounting of existing and proposed impervious areas.
 - b. Low Impact Development (LID) design details incorporated into the project. Specific LID design details may include but are not limited to rain gardens, bio retention areas, pervious pavements, harvesting and reuse of stormwater, dispersal of runoff to landscaped areas, and/or routing of runoff swales and other small-scale facilities distributed throughout the site.
 - c. Measures to address potential stormwater contaminants. These may include measures to address potential sources of stormwater pollutants at the project site, covering trash collection and parking areas.
 - d. A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan shall be finalized prior to the issuance of any building permits for the project; and
43. Construction equipment shall be well maintained to be as quiet as possible. The following measures, when applicable, shall be implemented to reduce noise from construction activities:
- a. All internal combustion engine-driven equipment shall be equipped with mufflers that are in good condition and appropriate for the equipment.
 - b. "Quiet" models of air compressors and other stationary noise sources shall be used, where technology exists.
 - c. Stationary noise-generating equipment shall be located as far as feasible from sensitive receptors (dwelling and Riverbank High School).
 - d. Unnecessary idling of internal combustion engines shall be prohibited.
 - e. Staging areas and construction material storage areas shall be located as far away as possible from adjacent sensitive land uses (dwellings and Riverbank High School).
 - f. Construction-related traffic shall be routed along major roadways (Claus Road and Patterson Road) and as far as feasible from sensitive receptors.
 - g. Residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. The construction contractor shall designate a "construction liaison" that would be responsible for responding to any local complaints about construction noise. The liaison shall determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and shall institute reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the liaison at the construction site.
 - h. The construction contractor shall hold a pre-construction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and construction liaison)

are completed; and

44. The approval of this map VTM 02-2016 will invalidate the prior approval of the underlying Tentative Map approved in 2006 known as TM 06-2005.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission recommends for approval Vesting Tentative Map No. 02-2016 (Exhibit A), subject to these Conditions of Approval established by Resolution No. 2017-024 and to be recorded as modified.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 21st of November 2017, by the following vote 3-1:

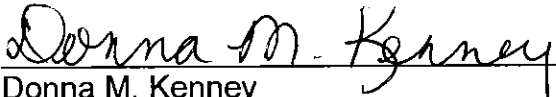
AYES: Commissioners: McKinney, McRitchie and King

NOES: Commissioner: Tabacco

ABSENT: Commissioner: Stewart

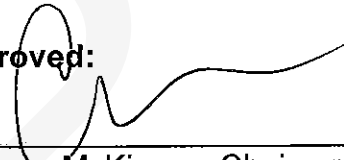
ABSTAIN: None

Attest:



Donna M. Kenney
Planning and Building Manager

Approved:



Anthony McKinney, Chairperson
Planning Commission

[illegible]

**RIVER RUN
TENTATIVE MAP
RIVERBANK, CALIFORNIA**

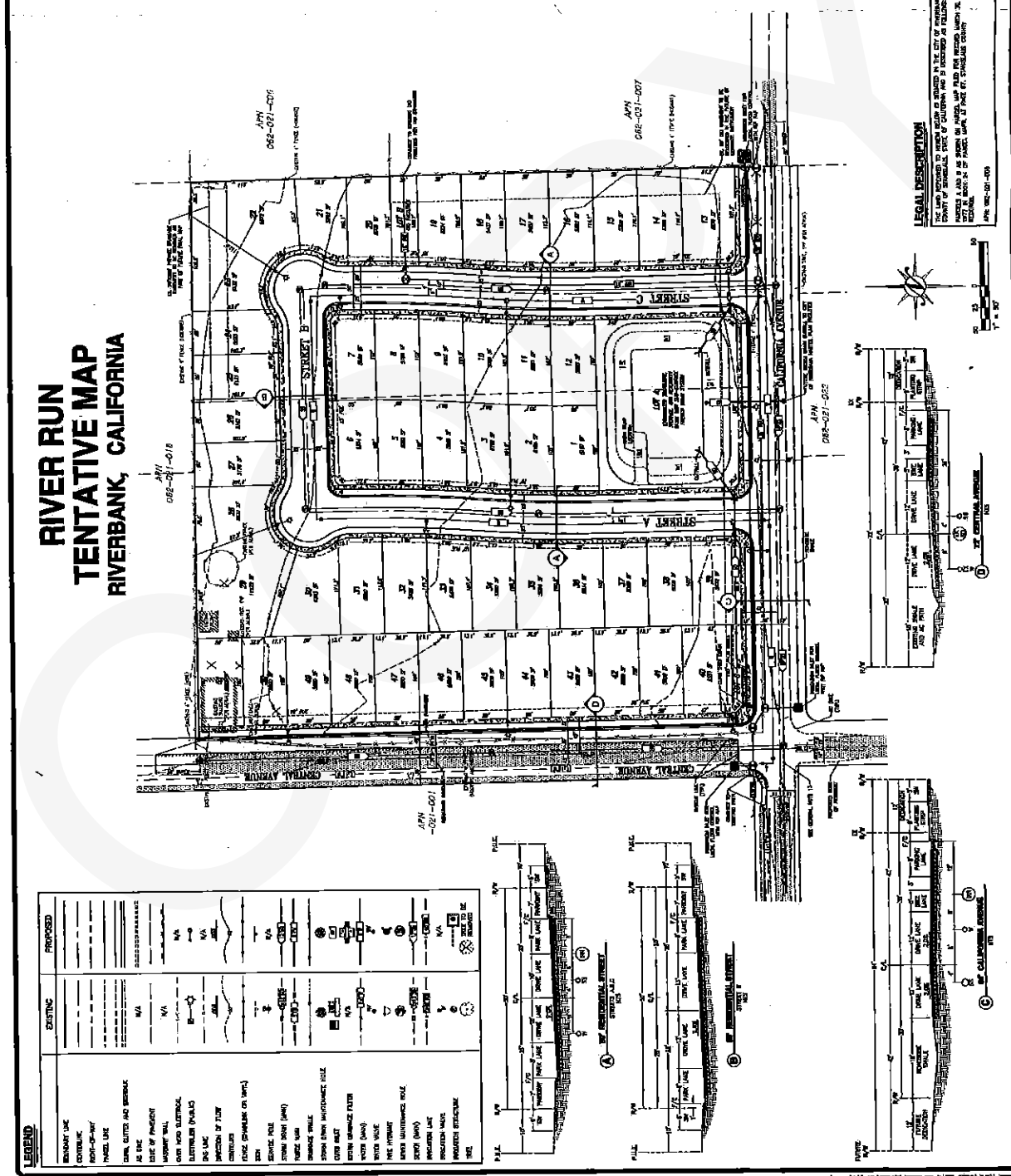


EXHIBIT A

**River Run Subdivision
General Plan Amendment 01-2016
Rezone 01-2016
Tentative Subdivision Map 01-2016**

Mitigated Negative Declaration

(State Clearinghouse No. 2017102058)

Response to Comments

Prepared for:

City of Riverbank

Prepared by:



December 2017

Response to Comments

Mitigated Negative Declaration

River Run Subdivision

The following document provides information on the comments received and responses provided by the City for the Initial Study / Mitigated Negative Declaration (IS/MND) for River Run Subdivision. It is divided into two sections: Introduction and Responses to Written Comments.

1. *Introduction*

The CEQA Statutes and CEQA Guidelines do not provide guidance on responding to comments on a Negative Declaration or Mitigated Negative Declaration. Formal responses are not required. However, in an effort to provide the public and decision makers with a complete review of the project, its impacts and mitigations, the City has provided a response to each substantive comment received.

2. *Responses to Comment*

The IS/MND was sent to the State Clearinghouse, public agencies, organizations and was made available for public comment by property owners and interested parties on October 20, 2017. The public review period closed on November 20, 2017. Copies of all letters received during the public review period are included in this document. Each letter has been assigned a letter and each comment has been assigned a number so comments can be cross-referenced with responses.



EDMUND G. BROWN JR.
GOVERNOR

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



KEN ALEX
DIRECTOR

November 21, 2017

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

Subject: River Run Subdivision
SCH#: 2017102058

Dear Donna M. Kenney:

The State Clearinghouse submitted the above named Mitigated 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 November 20, 2017, 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

**Document Details Report
State Clearinghouse Data Base**

SCH# 2017102058
Project Title River Run Subdivision
Lead Agency Riverbank, City of

Type **MND** Mitigated Negative Declaration

Description The proposed project consists of a GPA, Rezone, and tentative map to allow for the development of 51 single-fam residential units, 2 landscape lots, which will be utilized for recreational area and storm drainage, and 1 lot for OID easement. Primary access to the project site will be provided via the installation of two streets connected to California Ave. Lots fronting Central Ave will have direct access to Central Ave. Domestic water will be provided to the proposed project via connecting to an existing 12 in water line located in central Ave. Sanitary sewer services will be provided in conjunction with the city's current California Avenue Sewer Extension Project. On-site retention will be utilized for the proposed project as regional improvements are not installed at this time (South Bruinville Storm Drain System).

Lead Agency Contact

Name Donna M. Kenney
Agency City of Riverbank
Phone 209-863-7124 **Fax**
email
Address 6707 Third Street
City Riverbank **State** CA **Zip** 95367

Project Location

County Stanislaus
City Riverbank
Region
Lat / Long 37° 4.' 47" N / 120° 54' 59" W
Cross Streets Central Ave and California St
Parcel No. 062-021-008
Township 2S **Range** 10E **Section** 30 **Base** MD

Proximity to:

Highways SR 108
Airports
Railways BNSF, Sierra N.
Waterways Stanislaus River
Schools Riverbank HS, California
Land Use single fam home/Ranchette/MDR/R-1, Single fam res

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Coastal Zone; Cumulative Effects; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Growth Inducing; Landuse; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Septic System; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian

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

**Document Details Report
State Clearinghouse Data Base**

Date Received 10/20/2017 **Start of Review** 10/20/2017 **End of Review** 11/20/2017

DEPARTMENT OF TRANSPORTATION

P.O. BOX 2048 STOCKTON, CA 95201
(1976 E. CHARTER WAY/1976 E. DR. MARTIN
LUTHER KING JR. BLVD. 95205)
TTY: California Relay Service (800) 735-2929
PHONE (209) 941-1921
FAX (209) 948-7194



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November 17, 2017

Governor's Office of Planning & Research

NOV 17 2017

STATE CLEARINGHOUSE

10-STA-108 PM 33.38
River Run Subdivision
Single Family Residential
Traffic Impact Assessment
SCH#2017102058

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

Dear Ms. Kenney,

The California Department of Transportation (Caltrans) appreciates the opportunity to comment on the General Plan amendment, Rezone, and Tentative Map to allow for the development of 50 single family residential units. This project is located at the corner of California Avenue and Central Avenue, south of SR-108 east of Riverbank.

Upon review of the project, Caltrans has the following comments:

1. Provide an updated Traffic Study for the proposed subdivision, including SR-108/Patterson Road and SR-108/Claus Road intersections. ☐
2. The 2016 traffic assessment refers to paying into Traffic Impact Fee but nothing is being done as mitigation for opening day impacts. How will this project mitigate for opening day impacts? There were opening day impacts back in 2005 that were not addressed. ☐
3. We may have additional comments once the above comments are addressed. ☐

If you have any questions, please contact Eduardo.Fuentes@dot.ca.gov (209)-948-7783 or myself at (209) 941-1921.

Sincerely,

E. Fuentes
for

TOM DUMAS, CHIEF
OFFICE OF METROPOLITAN PLANNING



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

11/20/2017

Central Valley Regional Water Quality Control Board

14 November 2017

Governor's Office of Planning & Research

NOV 16 2017

STATE CLEARINGHOUSE

Donna Kenney
City of Riverbank
6707 Third Street
Riverbank, CA 95367

CERTIFIED MAIL
91 7199 9991 7035 8420 9240

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, RIVER RUN SUBDIVISION PROJECT, SCH# 2017102058, STANISLAUS COUNTY

Pursuant to the State Clearinghouse's 20 October 2017 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the River Run Subdivision 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,

(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 Caltrans Phase I MS4 Permit, visit the State Water Resources Control Board at:

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

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

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.

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:

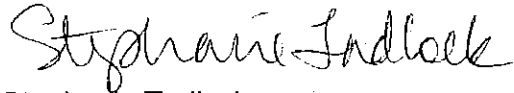
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

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

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

A handwritten signature in cursive script that reads "Stephanie Tadlock".

Stephanie Tadlock
Environmental Scientist

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

River Run Subdivision**SCH# 2017102058****Initial Study / Mitigated Negative Declaration Comment Letters & Responses**

Letter	
A	Commenter: Department of Transportation, Tom Dumas, November 17, 2017
A-1	Response: The proposed Project was included in the <i>Traffic Impact Analysis for Willow Equities</i> , dated February 17, 2005 and then the traffic analysis was updated in 2016 to analyze the traffic impacts of the proposed Project. The traffic studies concluded that the project would incrementally increase the length of delays at the Claus Road / Patterson Road intersection and the SR 108 / Claus Road intersection. The City adopted the Development Impact Nexus was adopted by the City in 2015 and it includes the widening and signalization of the SR 108 / Claus Road intersection. The Applicant will be required to pay Traffic Impact Fees to contribute to the widening of SR 108 to four lanes and the signalization of the intersection. An updated Traffic Impact Analysis for the proposed subdivision is not warranted.
A-2	Response: The 2005 Traffic Impact Analysis concluded that a traffic signal remained needed at the SR 108 / Claus Road intersection, but that current traffic conditions at other locations in the area of River Run met City minimum Standards. As discussed above, the Applicant will be required to pay Traffic Impact Fees. The proposed Project would create proportionately fewer school age pedestrians than the original project. An enhanced pedestrian crossing has already been installed at the Claus Road / California and a separate pedestrian path exists along the Riverbank High School's boundary on California Avenue and on Central Avenue to the project site. As a result, standard project frontage improvements on California Avenue and on Central Avenue would address the original report's requirements for a "Safe Route to School". As a result, the proposed project adequately mitigates immediate impacts and additional mitigation is not necessary.
A-3	Response: Comment noted.
B	Commenter: Central Valley Regional Water Quality Control Board, Stephanie Tadlock, November 14, 2017
B-1	Response: Comment noted.
B-2	Response: Comment noted.
B-3	Response: Comment noted.
B-4	Response: This comment is not applicable to the Project.
B-5	Response: This comment is not applicable to the Project.
B-6	Response: Comment noted.
B-7	Response: This comment is not applicable to the Project.

**INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

CITY OF RIVERBANK

***GENERAL PLAN AMENDMENT 01-2016
REZONE 01-2016
TENTATIVE SUBDIVISION MAP 01-2016***

RIVER RUN SUBDIVISION

October 2017



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A. Design Guidelines Manual for the River Run Subdivision, October 19, 2017	
B. California Emission Estimator Model (CalEEMod) – Results, July 5, 2017	
C. Traffic Impact Assessment Memorandum, <i>KD Anderson</i> ; December 9, 2016	
D. Potential Storm Drain System Analysis and Design Memorandum, <i>North Star Engineering Group, Inc.</i> ; July 10, 2017	
E. Percolation Test Results, <i>ENGEO</i> ; July 26, 2017	
F. Biological Resource Inventory, <i>Moore Biological Consultants</i> ; January 25, 2005 and August 17, 2017	

NEGATIVE DECLARATION

Lead Agency:

City of Riverbank

6707 3rd Street

Riverbank, California 95367

PROJECT NAME:

River Run Subdivision

GPA 01-2016 – General Plan Amendment

RZ 01-2016 – Rezone

TM 01-2016 – Tentative Subdivision Map

PROJECT PROPONENT AND LEAD AGENCY:

Project Proponent: R&K Lowe 1997 Revocable Trust
3112 Buckingham Court
Modesto, California 95350

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

PROJECT LOCATION:

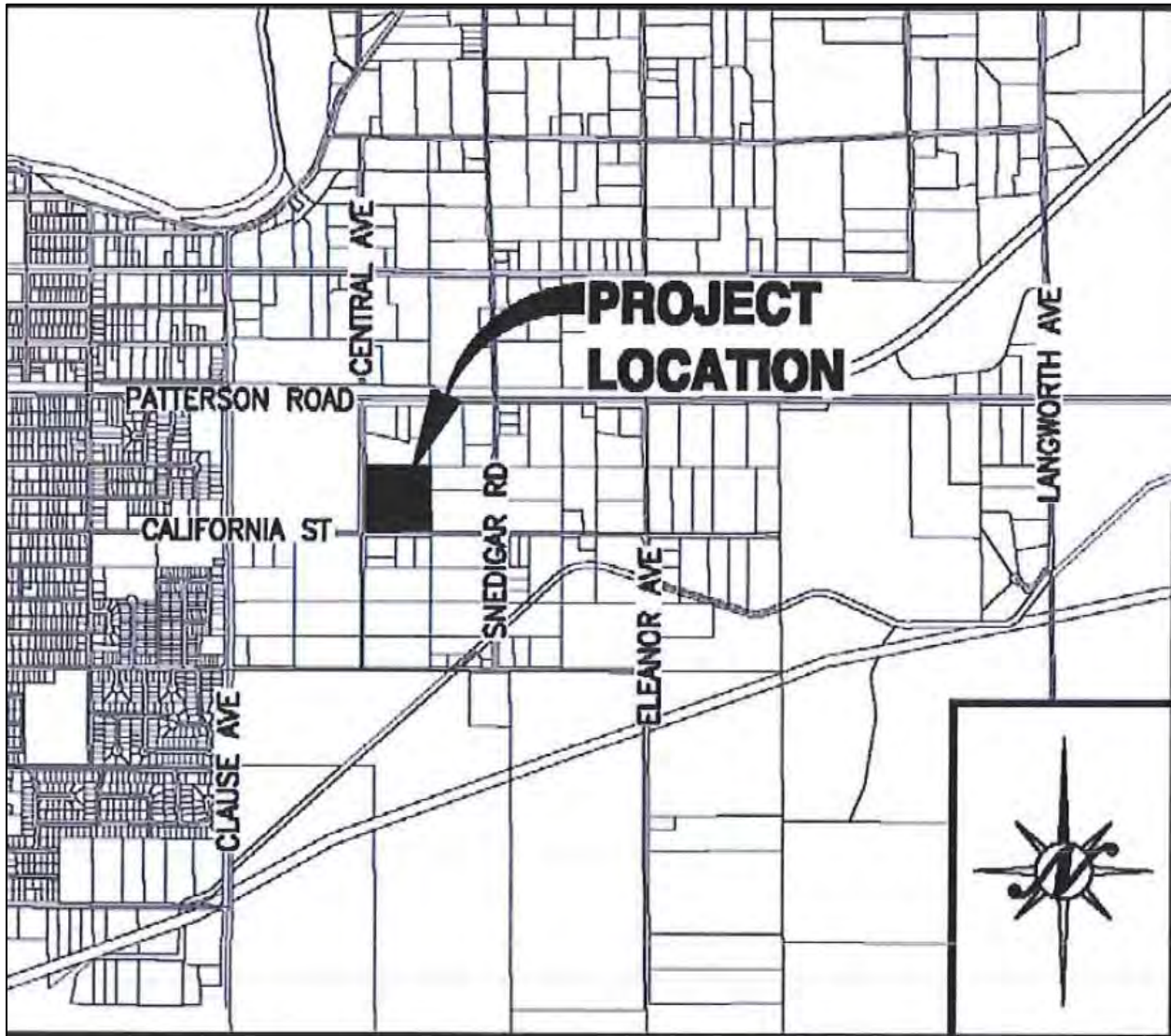
The proposed project is approximately 9.1-acres in size, and is bounded by vacant lands and ranchette development to the north, California Avenue to the south, ranchette development to the east, and Riverbank High School and Central Avenue to the west. Surrounding Riverbank 2030 General Plan and zoning designations consist of the following:

	2005-2025 General Plan Land Use Designation	Zoning
North	Medium Density Residential	Single Family Residential (R-1)
South	Mixed Use and Low Density Residential	General AG 10 Acre (A-2-10)
East	Medium Density Residential	Single Family Residential (R-1)
West	Civic (Riverbank High School)	Single Family Residential (R-1)

The project site is located at 6272 Central Avenue, and has been assigned Assessor Parcel Number 062-021-008. Figure 1, Location Map, provides an illustration of the project site's location.

The project site is relatively flat, and has been historically used for grazing land. There is an existing and active Oakdale Irrigation District (OID) irrigation ditch that is located along the easterly and southern portion of the project site.

Figure 1 – Location Map



PROJECT DESCRIPTION:

The proposed project consists of a General Plan Amendment, Rezone, and Tentative Map to generally allow for the development of fifty-one (51) single-family residential units and three (3) landscape lots, which will be utilized for recreational area and storm drainage.

General Plan Amendment

The existing Riverbank 2005-2025 General Plan land use designation for the project site is Medium Density Residential (MDR). This land use designation allows for a net density range of 8 – 16 dwelling units per acre. As part of the proposed project, the applicant proposes to re-designate the project site for Low Density Residential (LDR) land uses, to allow for a net density range similar to Low Density Residential land uses (0 – 8 dwelling units per acre).

Rezone

The existing zoning classification for the project site is R-1, Single-Family Residential. The applicant is proposing to rezone the project site to Planned Development (PD). This allows for specificity in the development standards (i.e. lot sizes, setbacks, etc.) for the proposed project. Appendix A, River Run Design Guidelines Manual, provides detail on the proposed project's development standards and specific project concepts.

Tentative Subdivision Map

As noted above, the proposed project includes the subdivision of a 9.1-acre site into 51 single-family residential lots, two (2) landscape lots and one (1) lot to be utilized for the OID easement. Lot sizes within the proposed project will be a minimum of 5,000 square feet, with lot widths of fifty (50) and fifty-five (55) feet. The two (2) landscape lots (Lots A and B) will include park amenities such as a BBQ areas, picnic tables, and park benches. The remaining Lot C is to be utilized for the OID easement and will be landscaped along the right-of-way.

Primary access to the project site will be provided via the installation of two streets connected to California Avenue. Lots fronting Central Avenue will have direct access to Central Avenue.

Domestic water will be provided to the proposed project via connecting to an existing twelve (12) inch water line located in Central Avenue, which will provide water services to lots fronting Central Avenue. The existing 12-inch water line located at the intersection of California Avenue and Central Avenue will be extended along the project's frontage on California Avenue. A looped water system will then connect to the 12-inch water line installed in California Avenue to allow for water services for lots located within the proposed subdivision.

Sanitary sewer services will be provided in conjunction with the City's current California Avenue Sewer Extension Project. For lots fronting Central Avenue, sewer facilities may be required to be extended to provide sanitary sewer to these lots.

The proposed project is located within the South Bruinville Storm Drain System, which will have a regional storm drain basin, pump stations, and outfall improvements for the entire tributary area. However, these improvements may not be installed prior to construction of the proposed project. As a temporary solution, the proposed project includes the on-site retention of storm water within an engineered storm drain retention basin and french-drain system. The retention basin will be designed to accommodate storm water from the project site, as well as frontage along California Avenue and Central Avenue. Future discharge to the South Bruinville Storm Drain System improvements will occur at the time those improvements are installed.

ENVIRONMENTAL DETERMINATION:

The Lead Agency has prepared an Initial Study, which follows, that 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 MITIGATED NEGATIVE DECLARATION will be prepared.

MITIGATION MEASURES:

The following Mitigation Measures shall be incorporated into the proposed project:

AQ-1: During construction, the following basic control measures shall be incorporated at the construction/project site.

- *All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per days.*
- *All haul trucks transporting soil, sand, or other loose material off-site shall be covered.*
- *All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.*
- *All vehicle speeds on unpaved roads shall be limited to 15 mph.*
- *All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binder are used.*
- *Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxic control measure Title 13, Section 2485 of California Code of Regulation [CCR]). Clear signage shall be provided for construction workers at all access points.*

- *All construction equipment shall be maintained and properly tuned in accordance with manufacture's specifications. All equipment shall be checked by a certified visible emissions evaluator.*
- *Post a publicly visible sign with the telephone number and person to contact at the Air District regarding dust complaints. The Air District shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.*

AQ-2: *Applicant shall comply with San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review.*

BIO-1: *Pre-construction surveys for nesting Swainson's hawks within 0.25 of the project site are recommended if construction commences between March 1 and September 15. If active nests are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should utilize criteria set forth by CDFW (CDFG, 1994).*

BIO-2: *Pre-construction surveys for burrowing owls are recommended if construction commences between February 1 and August 31. If occupied burrows are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should be pursuant to criteria set forth by CDFW (CDFG, 2012).*

BIO-3: *If vegetation removal and/or construction commences during the general avian nesting season (March 1 through July 31), a pre-construction survey for nesting birds is recommended. If active nests are found, work in the vicinity should be delayed until the young fledge.*

BIO-4: *On-site trees could be used by nesting raptors and other protected birds. Any trees that need to be removed to facilitate future development should be felled outside of the general bird nesting season (February 1 through August 31) or a nesting bird survey should be conducted immediately prior to tree removal. If active nests are found, tree felling should be delayed until the young have fledged.*

CUL-1: *If potential human remains are encountered, the construction contractor shall halt work in the vicinity (within 100 feet) of the find and contact the City of Riverbank. The project applicant and/or contractor shall be required to contact the Stanislaus County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner would contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC would identify the person or persons believed to be most likely descended from the deceased Native American. The most likely decedent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98. Implementation*

of Mitigation Measure CUL-1 would reduce the potential impact on human remains to a less than significant level.

GEO-1: *Pursuant to the 2005-2025 General Plan Policy SAFE-1.11, the proposed project requires a detailed Geotechnical Study prepared by an independent qualified geologist to be reviewed and approved by the City. The Geotechnical Study shall be submitted with the project Improvement Plans.*

HYDRO-1: *Consistent with the requirements of the City of Riverbank Municipal Code, the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the project applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period. The SWPPP shall be designed to address the following objectives:*

- 1. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity, are controlled using source control and treatment control best management practices (BMPs);*
- 2. Where not otherwise permitted by the Regional Water Quality Control Board, all non-stormwater discharges are identified and eliminated; and*
- 3. BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity in accordance with the Construction General Permit.*

HYDRO-2: *The project applicant shall fully comply with the City of Riverbank Municipal Code and all Regional Water Quality Control Board stormwater permit requirements, including Provision C.3 of the Municipal Regional Permit (MRP). This will require preparation and implementation of a complete Stormwater Control Plan (SCP) for the project, which shall be submitted to the City Engineer for review and approval prior to any construction activity. The SCP shall act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project and shall be designed to comply with both MRP and City of Riverbank requirements. At a minimum, the SCP for the project shall include the following:*

- 1. An inventory and accounting of existing and proposed impervious areas.*
- 2. Low Impact Development (LID) design details incorporated into the project. Specific LID design details may include but are not limited to rain gardens, bio retention areas, pervious pavements, harvesting and reuse of stormwater, dispersal of runoff to landscaped areas, and/or routing of runoff swales and other small-scale facilities distributed throughout the site.*
- 3. Measures to address potential stormwater contaminants. These may include measures to address potential sources of stormwater pollutants at the project site, covering trash collection and parking areas.*

4. *A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan shall be finalized prior to the issuance of any building permits for the project.*

NOISE-1: *Construction equipment shall be well maintained to be as quiet as possible. The following measures, when applicable, shall be implemented to reduce noise from construction activities:*

- *All internal combustion engine-driven equipment shall be equipped with mufflers that are in good condition and appropriate for the equipment.*
- *“Quiet” models of air compressors and other stationary noise sources shall be used, where technology exists.*
- *Stationary noise-generating equipment shall be located as far as feasible from sensitive receptors (dwelling and Riverbank High School).*
- *Unnecessary idling of internal combustion engines shall be prohibited.*
- *Staging areas and construction material storage areas shall be located as far away as possible from adjacent sensitive land uses (dwellings and Riverbank High School).*
- *Construction-related traffic shall be routed along major roadways (Claus Road and Patterson Road) and as far as feasible from sensitive receptors.*
- *Residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. The construction contractor shall designate a “construction liaison” that would be responsible for responding to any local complaints about construction noise. The liaison shall determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and shall institute reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the liaison at the construction site.*
- *The construction contractor shall hold a pre-construction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and construction liaison) are completed.*

All of the above measures shall be included in the contract specifications that shall be reviewed and approved by the City of Riverbank Development Services Department prior to the start of construction. The above measures would reduce noise generated by the construction of the project to the extent feasible for the project’s size.

PUBLIC-1: *Prior to recording the “Final Map” or issuance of any building permits within the proposed subdivision, the applicant/project developer will be required to annex into “Community Facilities District” (CFD) No. 2016-01 for operational services with the Riverbank Police Department (Stanislaus County Sheriff).*

TRANS-1: Although construction impacts are expected to be temporary, development of a construction management plan would reduce potential for construction conflicts with other roadway users. The project applicant shall prepare a construction management plan for review and approval by the City of Riverbank prior to any ground disturbing activity. The plan shall include:

- A project staging plan to maximize on-site storage of materials and equipment.
- A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drives; and designation of construction access routes.
- Permitted construction hours.
- Location of construction staging.
- Identification of parking areas for construction employees, site visitors, and inspectors to minimize potential impacts on adjacent residences/properties.
- Provisions for street sweeping to remove construction related debris on public streets.

Implementation of the construction management plan would reduce the temporary construction traffic impact to a less than significant level.

SECTION 1.0

INTRODUCTION

PROJECT TITLE

River Run Subdivision
GPA 01-2016 – General Plan Amendment
RZ 01-2016 – Rezone
TM 01-2016 – Tentative Subdivision Map

LEAD AGENCY NAME AND ADDRESS

City of Riverbank
Development Services Department
6707 3rd Street
Riverbank, California 95367

CONTACT PERSON AND PHONE NUMBER

Ms. Donna M. Kenney, AICP, MCRP, Planning and Building Manager
(209) 863-7124
dkenney@riverbank.org

PROJECT SPONSOR'S NAME AND ADDRESS

R&K Lowe 1997 Revocable Trust
3112 Buckingham Court
Modesto, California 95350

PROJECT LOCATION AND SETTING

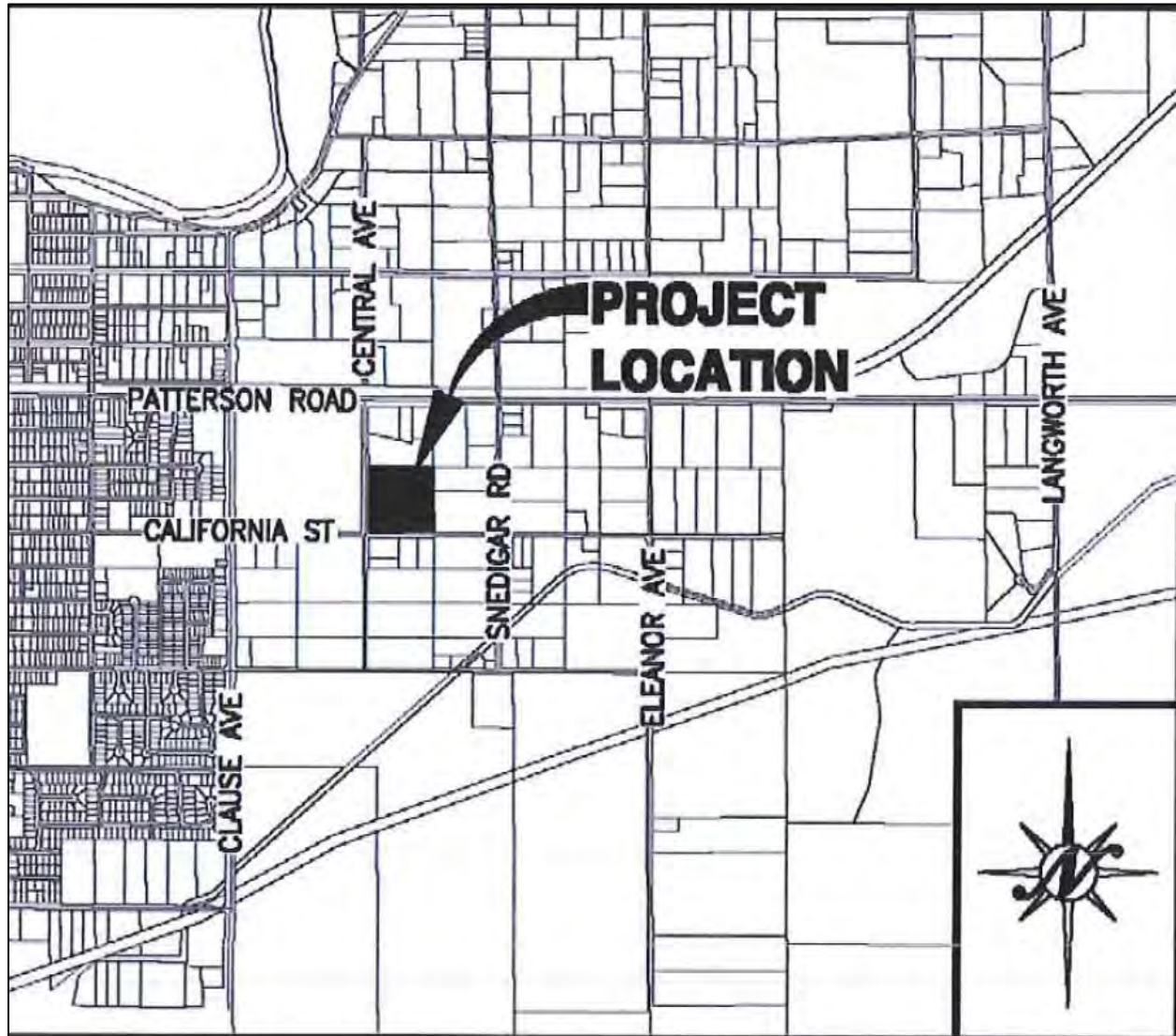
The proposed project is approximately 9.1-acres in size, and is bounded by vacant lands and ranchette development to the north, California Avenue to the south, ranchette development to the east, and Riverbank High School and Central Avenue to the west. Surrounding Riverbank 2030 General Plan and zoning designations consist of the following:

	2005-2025 General Plan Land Use Designation	Zoning
North	Medium Density Residential	Single Family Residential (R-1)
South	Mixed Use and Low Density Residential	General AG 10 Acre (A-2-10)
East	Medium Density Residential	Single Family Residential (R-1)
West	Civic (Riverbank High School)	Single Family Residential (R-1)

The project site is located at 6272 Central Avenue, and has been assigned Assessor Parcel Number 062-021-008. Figure 1, Location Map, provides an illustration of the project site's location.

The project site is relatively flat, and has been historically used for grazing land. There is an existing and active Oakdale Irrigation District (OID) irrigation ditch that is located along the easterly and southern portion of the project site.

Figure 1 – Location Map



PROJECT DESCRIPTION

The proposed project consists of a General Plan Amendment, Rezone, and Tentative Map to generally allow for the development of fifty-one (51) single-family residential units, two (2) landscape lots, which will be utilized for recreational area and storm drainage, and one (1) remainder lot to be utilized for the OID easement.

General Plan Amendment

The existing Riverbank 2005-2025 General Plan land use designation for the project site is Medium Density Residential (MDR). This land use designation allows for a net density range of 8 – 16 dwelling units per acre. As part of the proposed project, the applicant proposes to re-designate the project site for Low Density Residential (LDR) land uses, to allow for a net density range similar to Low Density Residential land uses (0 – 8 dwelling units per acre).

Rezone

The existing zoning classification for the project site is R-1, Single-Family Residential. The applicant is proposing to rezone the project site to Planned Development (PD). This allows for specificity in the development standards (i.e. lot sizes, setbacks, etc.) for the proposed project. Appendix A, River Run Design Guidelines Manual, provides detail on the proposed project's development standards and specific project concepts.

Tentative Subdivision Map

As noted above, the proposed project includes the subdivision of a 9.1-acre site into 51 single-family residential lots, two (2) landscape lots and one (1) remainder lot to be utilized for the OID easement. Lot sizes within the proposed project will be a minimum of 5,000 square feet, with lot widths of fifty (50) and fifty-five (55) feet. The two (2) landscape lots (Lots A and B) will include park amenities such as a BBQ areas, picnic tables, and park benches. The remaining Lot C is to be utilized for the OID easement and will be landscaped along the right-of-way.

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Sanitary sewer services will be provided in conjunction with the City's current California Avenue Sewer Extension Project. For lots fronting Central Avenue, sewer facilities may be required to be extended to provide sanitary sewer to these lots.

The proposed project is located within the South Bruinville Storm Drain System, which will have a regional storm drain basin, pump stations, and outfall improvements for the entire tributary area. However, these improvements may not be installed prior to construction of the proposed project. As a temporary solution, the proposed project includes the on-site retention of storm water within an engineered storm drain retention basin and french-drain system. The retention basin will be designed to accommodate storm water from the project site, as well as frontage along California Avenue and Central Avenue. Future discharge to the South Bruinville Storm Drain System improvements will occur at the time those improvements are installed.

GENERAL PLAN AND ZONING DESIGNATIONS

The proposed project is designated by the Riverbank 2030 General Plan for Medium Density Residential land uses, and is located within the Single-Family Residential (R-1) zone district.

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

City of Riverbank – Development Services Department/Public Works

- Subdivision Improvement Agreement
- Encroachment Permit(s)
- SWPPP Permit(s)

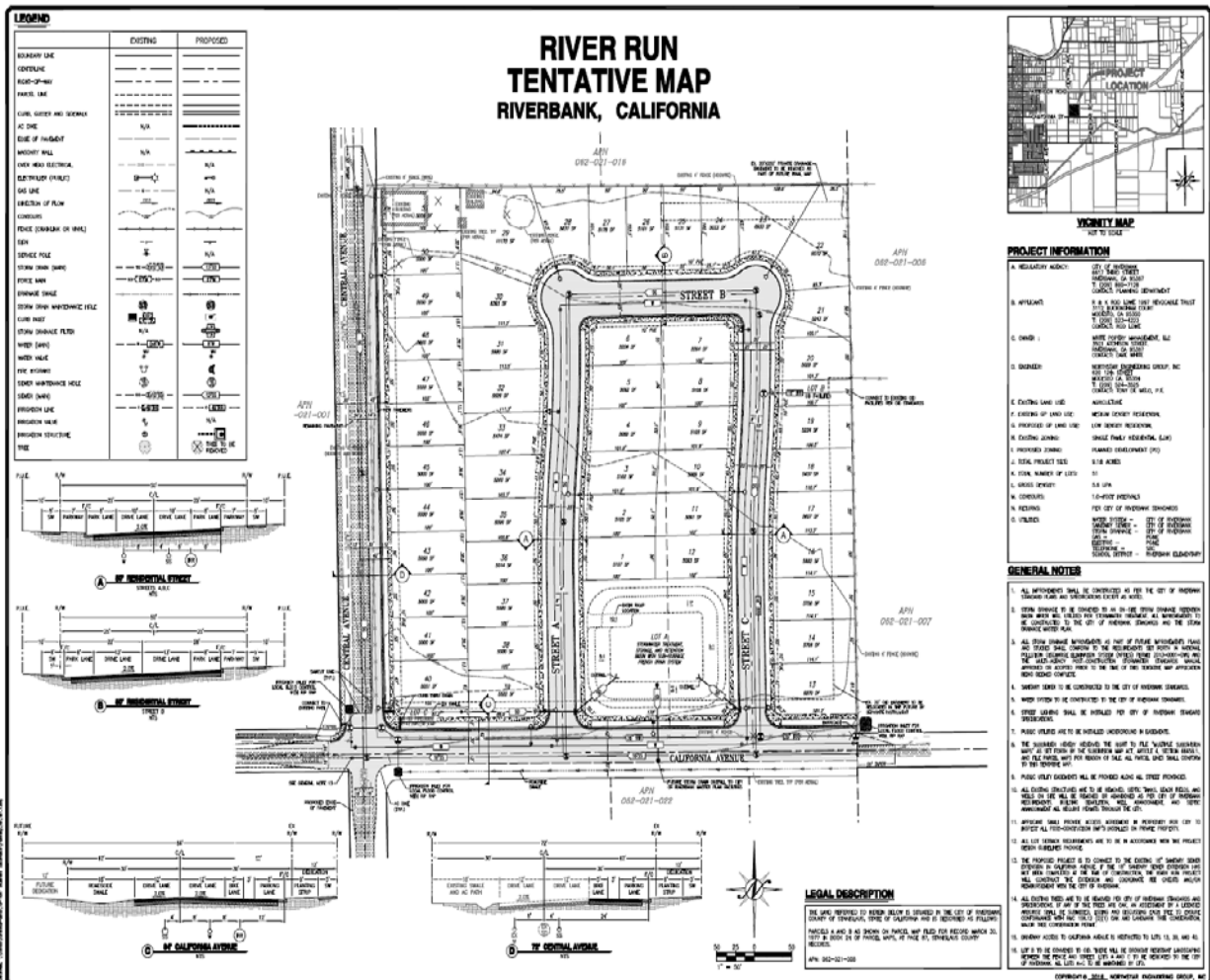
San Joaquin Valley Air Pollution Control District (SJVAPCD)

- Permits associated with District Rules & Regulations

Regional Water Quality Control Board (RWQCB)

- Construction General Permit
- SWPPP Permit(s)

Figure 2 – Tentative Subdivision Map



ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agriculture and Forestry Resources	X	Air Quality
X	Biological Resources	X	Cultural Resources	X	Geology and Soils
	Greenhouse Gas Emissions		Hazards and Hazardous Materials	X	Hydrology and Water Quality
	Land Use and Planning		Mineral Resources	X	Noise
	Population and Housing	X	Public Services		Recreation
X	Transportation/Traffic		Tribal Cultural Resources		Utilities and Service Systems
	Mandatory Findings of Significance				

LEAD AGENCY DETERMINATION:

On the basis of this initial evaluation:

	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
X	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 Kenney, AICP, MCRP, Planning and Building Manager

10-18-17
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) Based on a review of the City's 2005-2025 General Plan, there are no scenic vistas located within, or adjacent to, the proposed project. Therefore, the proposed project will have a **Less Than Significant 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) As noted previously, the project site has been historically been utilized for agricultural purposes (grazing land). The proposed project includes the development of a residential subdivision, which will alter the existing visual character of the site. However, the project site is designated for urban land uses, and specifically, residential uses. The project site is also bounded by urban uses (Riverbank High School) and ranchette development. The City's 2005-2025 General Plan

EIR as previously evaluated the visual impacts of lands being converted from rural to urban uses, and determined this impact to be less than significant. While the proposed project proposes to amend the General Plan land use classification (from MDR to LDR land uses), the impacts evaluated in the 2005-2025 General Plan EIR remain valid for this topic. Therefore, the proposed project will have a **Less Than Significant Impact**.

New sources of light and glare will be created as a result of the proposed project, through the installation of street lighting, outdoor home lighting, etc. However, such lighting will be installed in accordance with the City's improvement standards. In addition, prior to project construction, the applicant will be required to submit a lighting plan for City Staff review and approval to ensure these standards are complied with. Therefore, the proposed project will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

II. AGRICULTURE AND FORESTRY 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) 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 proposed project site is not located in an area identified as prime farmland, nor is the site being used or zoned for agriculture use. Review of the Farmland Mapping and Monitoring Program of the California Resources Agency, as well as the City's 2005-2025 General Plan EIR, showed that the Project Location or 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 therefore 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 PM2.5), 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 PM2.5 NAAQS. EPA designated the SJV as nonattainment for the 2006 PM2.5 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 significant thresholds for the non-attainment pollutant

PM10 and precursors to the non-attainment pollutant ozone: reactive organic gases (ROG) and oxides of nitrogen (NOx).

CO	100 tons/year
ROG	10 tons/year
NOx	10 tons/year
PM10	15 tons/year
PM2.5	15 tons/year
SOx	27 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 390 single-family (dwellings) units (updated March 1, 2017). 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) The proposed project would result in air emissions during its construction phase and during its operational phase. Construction emissions would be generated by construction equipment used during the site preparation and infrastructure/home construction processes. Operational emissions would be generated primarily by resident vehicles and indirectly by use of electricity. The City of Riverbank is located within the San Joaquin Valley Air Pollution Control District. The air district has published comprehensive guidance on evaluating, determining significance of, and mitigating air quality impacts on projects and plans. As noted in the above discussion, the air district's guidance is contained in the *Guide for Assessing and Mitigating Air Quality Impacts* (GMAQI) and within the air district's California Environmental Quality Act Guidelines (CEQA Guidelines). Because the proposed project is relatively small, the analysis of air quality impacts focuses on whether the proposed project meets the air district screening criteria for projects having a less than significant impact. As described in the GAMAQI and in the Small Project Analysis Level (SPAL), if a proposed project is below a threshold of 390 single-family (dwellings) units, the proposed project's operational impacts for criteria pollutants would not be potentially significant and detailed air quality assessment is not needed. Also detailed are the screening criteria of new development projects. For single-family residential uses, construction emissions

are less than significant for any/all projects that contain less than 325 dwelling units and project specific construction impacts would be considered **Less Than Significant**.

The proposed project is subject to the Air District's Rule 9510. District Rule 9510 (Indirect Source Review) is intended to reduce a project's impact on air quality through project design elements or mitigation by payments of applicable off-site mitigation fees. Compliance with Rule 9510 will reduce construction exhaust NOx and PM10 by 20 percent and 45 percent respectively. The proposed project exceeds the ISR threshold of 50 dwelling units. The mitigation measure listed below as "AQ-2" will ensure that the proposed project submit and receive approval for the Air District's Rule 9510.

- III-b) As part of the application, the Applicant submitted a California Emissions Estimator Model (CalEEMod) for the proposed construction and operational emissions, dated July 5, 2017. The CalEEMod results are included in this Initial Study as Appendix B. CalEEMod is a statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with both construction and operations from a variety of land use projects. According to the CalEEMod, the proposed project will have the following air quality impacts:

Air Quality Impacts (tons/year)

Unmitigated Construction		
Year	NOx	PM10
2018	2.4433	0.3120
2019	1.3166	0.0884
Maximum	2.4433	0.3120
Mitigated Construction		
Year	NOx	PM10
2018	2.4433	0.3120
2019	1.3166	0.0884
Maximum	2.4433	0.3120
Unmitigated Operational		
	NOx	PM10
Total	1.9764	0.8321
Mitigated Operational		
	NOx	PM10
Total	1.8818	0.7788

As shown above, the proposed project air quality impacts related to the construction and operational phases of the project are below the Thresholds of Significance. Therefore, the proposed project will have a **Less Than Significant Impact**.

- III-c) Cumulative development projects in the project vicinity could have a cumulatively significant effect on air quality impacts associated with construction activity. The mitigation measure listed below as “AQ-1” will ensure that the project’s contribution to cumulative air quality construction impacts would not be considerable and therefore, **Less Than Significant With Mitigation Incorporated**.
- III-d) Sensitive receptors are defined as facilities that house or attract children, the elderly, and people with illnesses, or others who are especially sensitive to the effects of air pollutants. Hospitals, schools, convalescent facilities, and residential areas are examples of sensitive receptors.

As mentioned previously, the project itself falls below certain thresholds established by the air district and is considered to be less than significant in terms of negatively affecting air quality. However, there is one (1) close sensitive receptor in the area: Riverbank High School, located west of the project site. However, mitigation measure “AQ-1” will ensure that the project’s contribution to air quality impacts to sensitive receptors would not be considerable and therefore, **Less Than Significant with Mitigation Incorporated**.

- III-e) The proposed project would not a significant source of odor during construction or during full build-out (operational). The mitigation measure listed below as “AQ-1” will ensure that the proposed project’s contribution to air quality construction impacts, including odor, would not be considerable and therefore, **Less Than Significant**.

MITIGATION MEASURES:

The following mitigation measure(s) shall be incorporated into the proposed project in order to maintain any potential impacts to a less than significant level:

AQ-1: During construction, the following basic control measures shall be incorporated at the construction/project site.

- *All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per days.*
- *All haul trucks transporting soil, sand, or other loose material off-site shall be covered.*
- *All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.*

- *All vehicle speeds on unpaved roads shall be limited to 15 mph.*
- *All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binder are used.*
- *Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxic control measure Title 13, Section 2485 of California Code of Regulation [CCR]). Clear signage shall be provided for construction workers at all access points.*
- *All construction equipment shall be maintained and properly tuned in accordance with manufacture's specifications. All equipment shall be checked by a certified visible emissions evaluator.*
- *Post a publicly visible sign with the telephone number and person to contact at the Air District regarding dust complaints. The Air District shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.*

AQ-2: *Applicant shall comply with San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review.*

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-f) 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. A Biological Survey was prepared by Diane S. Moore, M.S. of Moore Biological Consultants on

August 16, 2017 for the purposes to supplement the 2006 Baseline Biological Resources inventory of the project site. The study documented the current condition of the site, conducted updated searches for potentially jurisdictional waters of the U.S. or wetlands, and suitable habitat for or presence of special-status species within the project site.

A field survey was conducted on July 14, 2017. The site consists of a leveled field of upland grassland, with a few trees along the edges, a home site, and an agriculture tailwater drain. The primary difference in habitat conditions from those of 2006 is that irrigation has ceased. The field was in irrigated pasture in 2006, and the field is now upland grassland.

The following bullet-points are a summary of findings based on the results of the updated Biological Survey:

- The body of the site is leveled formerly irrigated pasture that is no longer irrigated and is now vegetated with upland grasses and weeds. There are some notable oaks along the edge of the site and a few trees near the home in the northwest corner of the site.
- The only potentially jurisdictional Water of the U.S. in the site is an Oakdale Irrigation District (OID) drain along the south edge and along part of the east edge of the site. The jurisdictional status of the drain is not clear and there is no need to firmly establish the jurisdictional status of the drain as pursuant to the Exemptions for Construction or Maintenance of Irrigation Ditches and Maintenance of Drainage Ditches Under Section 404 of Clean Water Act (ACOE, 2007), conversion of the drain pipe is exempt from ACOE permit requirements.
- Due to a lack of suitable habitat, it is unlikely that special-status plants occur in the site.
- With the exception of Swainson's hawk and burrowing owl, no special-status wildlife species are expected to occur in or near the site on more than a very occasional or transitory basis.
- The site contains potential Swainson's hawk foraging habitat, however actual use of the site by foraging Swainson's hawks has not been documented. The large trees in the site are potentially suitable for nesting. Development of the site would result in minor loss of potential Swainson's hawk foraging habitat and would contribute to a cumulative loss of Open Space and associated biological resource values.
- Due to the site location so far to the east in the valley and limited number of trees in the site, it is unlikely Swainson's hawks will nest in the site in the future.
- Burrowing owls could nest in the site in the future if burrow habitat is available.
- The grasslands in the site could be used for nesting by other birds protected by the Migratory Bird Treaty Act of 1918 and/or Fish and Game Code of California.

Based on the results of the Biological Resources Update prepared by Moore Biological Consultants, the proposed project will have a potentially significant impact to potential habitat for Swainson's hawk, burrowing owl, and nesting birds. Therefore, mitigation measure BIO-1,

BIO-2, BIO-3, BIO-4 stated below, have been incorporated into the proposed project to reduce potential impacts to a **Less Than Significant with Mitigation Incorporated**.

In addition, the proposed project shall comply with Policies CONS-5.6 and CONS-5.74 of the City's 2005-2025 General Plan. Compliance with these policies will also allow the proposed project to have a less than significant impact with mitigation incorporated.

There are four (4) existing trees on the project site that are to be removed as part of this project. The applicant is required to adhere to the requirements of Chapter 156: Oak and Landmark Tree Preservation of the City's Municipal Code. As such, there would be no conflict with any policies of the City of Riverbank regarding the protection of biological resources or protection of existing trees. Impacts related to these areas are considered to be **Less Than Significant**.

MITIGATION MEASURES:

The following mitigation measure(s) shall be incorporated into the proposed project in order to mitigate any potential impacts to a less than significant level:

BIO-1: *Pre-construction surveys for nesting Swainson's hawks within 0.25 of the project site are recommended if construction commences between March 1 and September 15. If active nests are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should utilize criteria set forth by CDFW (CDFG, 1994).*

BIO-2: *Pre-construction surveys for burrowing owls are recommended if construction commences between February 1 and August 31. If occupied burrows are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should be pursuant to criteria set forth by CDFW (CDFG, 2012).*

BIO-3: *If vegetation removal and/or construction commences during the general avian nesting season (March 1 through July 31), a pre-construction survey for nesting birds is recommended. If active nests are found, work in the vicinity should be delayed until the young fledge.*

BIO-4: *On-site trees could be used by nesting raptors and other protected birds. Any trees that need to be removed to facilitate future development should be felled outside of the general bird nesting season (February 1 through August 31) or a nesting bird survey should be conducted immediately prior to tree removal. If active nests are found, tree felling should be delayed until the young have fledged.*

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-b) 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 accordance with State Law and Policy CONS-2.5 of the City's 2025 General Plan, in the event of the inadvertent discovery of previously unknown archaeological sites during excavation or construction, all construction affecting the site shall cease and the contractor shall contact the appropriate City agency. If Native American human remains are discovered, the City shall work with local Native American representatives to ensure that the remains and associated artifacts are treated in a respectful and dignified manner. Therefore, the proposed project will have a **Less Than Significant Impact** in this area.

V-c) Paleontological resources are not expected to exist at the project site because the underlying soil type and the age of the soils would generally preclude their presence. Therefore, the proposed project will have **No Impact**.

V-d) It is not anticipated that the proposed project will disturb any human remains. However, through development and construction of the proposed project, human remains may be identified, particularly during activities requiring ground disturbance (i.e. grading, trench digging, etc.). As such, the proposed project shall incorporate Mitigation Measure CUL-1, specified below, in accordance with Section 15064(e) of the CEQA Guidelines, to reduce any potentially significant impacts to a level of **Less Than Significant**.

Mitigation Measures:

The following mitigation measure(s) shall be incorporated into the proposed project to mitigate any potential impacts to a less than significant level:

CUL-1: *If potential human remains are encountered, the construction contractor shall halt work in the vicinity (within 100 feet) of the find and contact the City of Riverbank. The project applicant and/or contractor shall be required to contact the Stanislaus County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner would contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC would identify the person or persons believed to be most likely descended from the deceased Native American. The most likely decedent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98. Implementation of Mitigation Measure CUL-1 would reduce the potential impact on human remains to a less than significant level.*

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) Based on a review of the City's 2005-2025 General Plan EIR, the City is not located within an earthquake fault zone as designated by the Alquist-Priolo Earthquake Fault Zone Act (California Geological Survey 2007). The nearest active fault is the San Joaquin Fault, which is located approximately 22 miles southwest of the City and is a potential source of risk for seismic events.

Because no known faults are located in the City, the potential for surface rupture (cracking or breaking of the ground during an earthquake) would be **Less Than Significant**.

- VI-b) The potential for grading and earthmoving during project construction to result in erosion is a potentially significant impact. Exposed soils entrained in stormwater runoff and transported off the project site can be potentially significant. This impact would be mitigated to a less than significant level by the City's Standard Conditions (adopted by Resolution No. 2013-014) Number F-2 and F-3, requiring implementation of a Stormwater Pollution Prevention Plan (SWPPP) as well as implementation of Best Management Practices relating to stormwater runoff. As a result, the proposed project will have a **Less Than Significant Impact** in this area.
- VI-c) Liquefaction is a phenomenon primarily associated with saturated, cohesion less soil layers located close to the ground surface. During liquefaction, soils lose strength and ground failure may occur. Soils must be saturated to be at risk of liquefaction, the areas in Riverbank most susceptible to liquefaction include areas along the Stanislaus River and where there are high groundwater levels. The proposed project located south of the Stanislaus River, outside of the area considered to be susceptible to liquefaction. In addition, Riverbank requires all new development or substantial renovations to comply with adopted Building codes and engineering requirements, which include seismic design, foundations, and drainage. In addition, Mitigation Measure GEO-1 includes the requirement for the applicant to prepare a Geotechnical Study for the project. As a result, no mitigation measures are required for this area and the level of impact is **Less Than Significant**.
- VI-d) According to the City's 2005-2025 General Plan EIR, four (4) soil types found in Riverbank have been identified as expansive soils (moderate to high shrink-swell potential) which can cause damage to buildings, roads, and other structures. The project site is located within San Joaquin soils (SaA) and has a high potential of shrink-swell at a depth of 13-24 inches. However, the General Plan includes policies which reduce the possible exposure of people and structures to hazards involving expansive soils, including Policy SAFE-1.2 and Policy SAFE-1.11. Policy SAFE-1.2 involves the enforcement of the State of California Buildings Standards Commission Uniform Codes, such as the Uniform Building Code and Fire Code. Policy SAFE-1.11 requires the proposed developments within river bluff areas and other areas prone to geologic and soil limitations complete a detailed geotechnical study prepared by an independent qualified geologist and approved by the City. The mitigation measure listed below as "GEO-1" will ensure that the project adheres to the General Plan Policy SAFE-1.11 and a Geotechnical Study is prepared for the project. As a result, the proposed project will have a **Less Than Significant Impact with Mitigation Incorporated** in this area.
- VI-e) The proposed project will connect to City services related to sewer. Therefore, the proposed project will have **No Impact**.

MITIGATION MEASURES:

The following mitigation measure(s) shall be incorporated into the proposed project in order to mitigate any potential impacts to a less than significant level.

GEO-1: *Pursuant to the 2005-2025 General Plan Policy SAFE-1.11, the proposed project requires a detailed Geotechnical Study prepared by an independent qualified geologist to be reviewed and approved by the City. The Geotechnical Study shall be submitted with the project Improvement Plans.*

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 project will not generate greenhouse 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 proposed project will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

VIII. HAZARDS AND HAZARDOUS MATERIALS -- 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) 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

DISCUSSION:

VIII-a-g) The proposed project will not be 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 project will not interfere with any emergency response plan or emergency evacuation plan. Therefore, the proposed project will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

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

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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) Construction activities associated with the proposed project would cause disturbance of soil during excavation work, which could adversely affect water quality. Contaminants from construction vehicles and equipment and sediment from soil erosion could increase the pollutant load in runoff being transported to receiving waters during development. Any construction activities, including grading, that would result in the disturbance of 1 acre or more would require compliance with the Regional Water Quality Control Board (Regional Water Board) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity (Construction General Permit). The project site is 9.1 acres and would be subject to the provisions of a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period.

Operation of the proposed project could be source of various stormwater pollutants. Pollutants associated with the proposed residential development may include those associated with vehicle parking and landscaping, including oil and grease, organic compounds such as pesticides, and trash and debris. Such pollutants may also be present in non-stormwater discharges, such as runoff from landscape irrigation. Operation of the project would be subject to the Regional Water Board's Municipal Regional Permit (MRP), implemented in October 2009 by Order R2-2009-0074. Provision C.3 of the MRP addresses new development and redevelopment projects. The entire project site, consisting of all new impervious surfaces, must be included in the treatment system design (i.e. stormwater treatment systems must be designed and sized to treat stormwater runoff from the entire project). In this regard, North Star Engineering Group, Inc. has prepared a stormwater analysis and design memorandum: *Potential Storm Drainage System Analysis and Design* for the proposed project. Proposed improvements include a new 36" pipe to extent the current OID line at the Central Avenue and California Street intersection to the east to provide surface drainage to the properties east of the project site. This extension also includes an 18" lateral for irrigation tailwater drainage to prevent flooding from the neighboring properties. According to the memorandum, all the drainage from the site will remain on site, therefore removing runoff from the OID storm drainage system. A storm drain retention basin will be built with a sub-surface French drain to allow for percolation. The basin has been designed to hold the 100 year, 24 hour storm and drain the volume of water within 48 hours. Percolation tests (soil boring) were performed by ENGEO on June 20, 2017 and concluded that the basin will have adequate percolation for the above storm scenario.

A Stormwater Control Plan (SCP) must be prepared and submitted for the project site and must detail design elements and implementation measures to meet MRP requirements. The project would be required to include Low Impact Development (LID) design measures and a Stormwater Facility Operation and Maintenance Plan must be prepared to ensure that stormwater control measures are inspected, maintained, and funded for the life of the project. In order to mitigate any potential impacts as a result of this project, mitigation measure HYDRO-1 has been incorporated to address the potential of degradation of runoff water quality from project construction and operation.

In addition, the proposed project shall comply with the City's 2005-2025 General Plan policies and the City's Standard Conditions, which include SWPPP requirements (Condition F2 and F3).

Therefore, any potential impacts as a result of the proposed project are mitigated through the proposed storm system analysis and design, General Plan policies and the Standard Conditions of Approval and the proposed project will not violate any water quality standards or waste discharge requirements and the project would have a **Less Than Significant Impact**.

- IX-b) The proposed project would connect to the City of Riverbank's water system and would not use groundwater during construction or operation. According to the Percolation Test performed by ENGEO on June 20, 2017, groundwater was not encountered at a depth of 28-feet. According to the City's 2005-2025 General Plan EIR, Riverbank has two (2) monitoring wells that are maintained by the Department of Water Resources (DWR). The latest available data (1993) indicate a depth to groundwater of 71.1 feet below ground surface for the eastern well. Based on these two (2) results, groundwater will not be encountered in excavations during installation of underground utilities or other construction activities. Should groundwater dewatering be required during construction, groundwater would be managed in accordance with the SWPPP for the project and permits would be required prior to discharge of the dewatered groundwater to the storm or sanitary sewer. The project would also not result in a net increase in impervious surfaces that could adversely affect infiltration precipitation and recharge of groundwater. Therefore, no impact on groundwater supplies or recharge would be expected and is **Less Than Significant**.
- IX-c) The proposed project would not alter the course of a stream or a river. The project site is in a rural/urban area and although development of the site would affect local drainage patterns, compliance with construction- and operation-phase stormwater requirements (SWPPP and SCP) would ensure that development of the project would not result in substantial erosion or siltation on- or off-site. Therefore, the proposed project would have a **Less Than Significant Impact**.
- IX-d) No alteration of a stream or river is proposed. The proposed project would result in changes to drainage patterns at the project site from its current vacant state. However, implementation of Mitigation Measure HYDRO-1 would serve to reduce the rate and volume of surface runoff as a

result of land development. The project would have a **Less Than Significant Impact** in relation to this area.

- IX-e) The proposed project would result in an increase in impervious surfaces at the site. As a result, stormwater runoff volume from the site would increase relative to existing conditions. The preliminary drainage system exhibit included in the tentative map submittal to the City show the applicant's plans to capture and convey stormwater via a retention basin (identified as Lot A). All the drainage from the site will remain on site and as a result, will remove the potential stormwater runoff from entering into the Oakdale Irrigation District (OID) storm drainage system. According to the plans, the basin has been designed to hold the 100 year, 24 hour storm and drain the volume of water within 48 hours. The City's Stormwater Master Plan, General Plan, and General Plan EIR include policies that ensure that the proposed project will not contribute or create substantial surface run-off that would result in flooding on- or off-site or provide additional sources of polluted runoff and the impact is **Less Than Significant**.
- IX-f) Operation of the proposed project would not result in any substantial changes to on-site water quality, with the exception of potential impacts associated with stormwater runoff. Implementation of the City's Standard Conditions of Approval related to stormwater runoff and Mitigation Measure HYDRO-1 and HYDRO-2 would reduce potential impacts on water quality to **Less Than Significant**.
- IX-g,h) The project is not located within a 100-year flood hazard area as shown by the Federal Emergency Management Agency (FEMA), and therefore the proposed project would not place housing within such an area nor would the development of the proposed project impede or redirect potential flood flows. As such, the proposed project will have **No Impact**.
- IX-i,j) No significant risk to people or structures is anticipated as a result of levee or dam failure in the project site/area. No enclosed surface water bodies, which might be subject to potential impacts from seiches, are located in the project site vicinity. Based on its location, inland from coastal areas, the project site would not be subject to tsunami effects. The project site is not located in an area susceptible to mudflows. As such, the proposed project will have **No Impacts**.

MITIGATION MEASURES:

The following mitigation measure(s) shall be incorporated into the proposed project to mitigate any potential impacts to a less than significant level:

HYDRO-1: *Consistent with the requirements of the City of Riverbank Municipal Code, the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the project applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period. The SWPPP shall be designed to address the following objectives:*

1. *All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity, are controlled using source control and treatment control best management practices (BMPs);*
2. *Where not otherwise permitted by the Regional Water Quality Control Board, all non-stormwater discharges are identified and eliminated; and*
3. *BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity in accordance with the Construction General Permit.*

HYDRO-2: *The project applicant shall fully comply with the City of Riverbank Municipal Code and all Regional Water Quality Control Board stormwater permit requirements, including Provision C.3 of the Municipal Regional Permit (MRP). This will require preparation and implementation of a complete Stormwater Control Plan (SCP) for the project, which shall be submitted to the City Engineer for review and approval prior to any construction activity. The SCP shall act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project and shall be designed to comply with both MRP and City of Riverbank requirements. At a minimum, the SCP for the project shall include the following:*

1. *An inventory and accounting of existing and proposed impervious areas.*
2. *Low Impact Development (LID) design details incorporated into the project. Specific LID design details may include but are not limited to rain gardens, bio retention areas, pervious pavements, harvesting and reuse of stormwater, dispersal of runoff to landscaped areas, and/or routing of runoff swales and other small-scale facilities distributed throughout the site.*
3. *Measures to address potential stormwater contaminants. These may include measures to address potential sources of stormwater pollutants at the project site, covering trash collection and parking areas.*
4. *A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan shall be finalized prior to the issuance of any building permits for the project.*

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 proposed project is located within the Riverbank City limits, and is generally surrounded by urban development. The proposed project will not divide the established community (City of Riverbank). Therefore, the proposed project will have a **Less Than Significant Impact**.
- X-b) As previously noted, the proposed project includes a General Plan Amendment and Rezone. The existing General Plan land use designation is Medium Density Residential (MDR) and the existing zoning is R-1, Single Family Residential. The proposed project proposes to convert the General Plan land use designation to LDR, Low Density Residential, and rezone to PD, Planned Development, in order to allow for specific development standards within the subdivision. The proposed density for the proposed project is consistent with the City's Low Density Residential (LDR) land use designation (net density of up to 8 dwelling units per acre). Therefore, the proposed project proposes a reduction in the allowable density as currently prescribed under the 2005-2025 General Plan (8 – 16 dwelling units per net acre). Based on a review of the City's 2005-2025 General Plan and General Plan EIR, there were no significant environmental affects identified as a result of designating the project site for MDR land uses. As such, mitigation is not applicable. Therefore, while the proposed project proposes to amend the City's General Plan and Rezone the project site, the proposed project will have a **Less Than Significant Impact** as the current General Plan land use and zoning designations were not created to avoid or mitigate a potentially significant impact.
- X-c) The proposed project is not located with an adopted habitat conservation plan or natural community conservation plan. Therefore, the proposed project will 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) Based on a review of the City's 2005-2025 General Plan, 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. Therefore, the proposed project will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XII. NOISE -- WOULD THE PROJECT RESULT IN:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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,c) Various types of equipment would be used for construction of the proposed project. Noise impacts resulting from construction activities would depend on the noise generated by various pieces of construction equipment, the timing and duration of noise-sensitive receptors. Construction noise impacts primarily result when construction activities occur during noise-sensitive times of the day (early morning, evening, or nighttime hours), when the construction occurs in areas immediately adjoining noise-sensitive land uses, or when construction lasts over extended periods of time. The loudest expected phase of construction is grading and earthwork, which would likely include the use of dozers, backhoes, and graders. Rural residences are located on the majority of sides of the project site and the City's high school is located immediately to the west. Use of construction equipment could be short-term source of impact on these noise-sensitive uses. However, the City's Municipal Code regulates the hours of

construction, stating that such activities cannot take place between 6:30 p.m. and 6:00 a.m. on weekdays or 5:00 p.m. and 8:00 a.m. on weekends and legal holidays. Therefore, temporary construction would not occur within the hours prohibited by the Riverbank Municipal Code and, as a result, would not occur during the more noise-sensitive times of the day. The impact of project construction noise as it relates to local noise standards would, therefore, be considered **Less Than Significant**.

- XII-b) In general, ground borne vibration from standard construction practices is only a potential issue when the vibration occurs within 25 feet of sensitive uses. Because construction is not proposed within 25 feet of any sensitive uses, the potential impact of ground borne vibration is considered **Less Than Significant**.
- XII-d) As discussed under item (a) above, temporary construction work could result in a temporary increase in noise levels in the project vicinity. In order to ensure that project construction noise levels remain at a level as to not become a nuisance, mitigation measure NOISE-1 will be incorporated in addition to the City's restrictions on the hours of operation. Given the relatively short construction period and limited scope of the project, construction activities, with mitigation incorporated, will result in a **Less Than Significant Impact With Mitigation Incorporated**.
- XII-e,f) The project site is not located within an airport land use plan or within 2 miles of an airport or private airstrip. Therefore, implementation of the proposed project would not expose persons within the project site to high levels of airport-related noise. The proposed project will have **No Impact**.

MITIGATION MEASURES:

The following mitigation measure(s) shall be incorporated into the proposed project in order to mitigate any potential impacts to a less than significant level:

NOISE-1: *Construction equipment shall be well maintained to be as quiet as possible. The following measures, when applicable, shall be implemented to reduce noise from construction activities:*

- *All internal combustion engine-driven equipment shall be equipped with mufflers that are in good condition and appropriate for the equipment.*
- *"Quiet" models of air compressors and other stationary noise sources shall be used, where technology exists.*
- *Stationary noise-generating equipment shall be located as far as feasible from sensitive receptors (dwelling and Riverbank High School).*
- *Unnecessary idling of internal combustion engines shall be prohibited.*
- *Staging areas and construction material storage areas shall be located as far away as possible from adjacent sensitive land uses (dwellings and Riverbank High School).*

- *Construction-related traffic shall be routed along major roadways (Claus Road and Patterson Road) and as far as feasible from sensitive receptors.*
- *Residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. The construction contractor shall designate a “construction liaison” that would be responsible for responding to any local complaints about construction noise. The liaison shall determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and shall institute reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the liaison at the construction site.*
- *The construction contractor shall hold a pre-construction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and construction liaison) are completed.*

All of the above measures shall be included in the contract specifications that shall be reviewed and approved by the City of Riverbank Development Services Department prior to the start of construction. The above measures would reduce noise generated by the construction of the project to the extent feasible for the project’s size.

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) As noted previously, the proposed project consists of the development of 51 single-family residential units. The City's 2005-2025 General Plan has assumed 3.1 persons per household for single-family residential development. As such, the proposed project will result in a population increase of 158 residents for the City of Riverbank. The current population of the City (in 2014) was 24,610 residents (State of California, Department of Finance, E-5). The proposed project will result in a 0.006% increase in population, which does not result in substantial population growth. Therefore, the proposed project will have a **Less Than Significant Impact**.

XIII-b,c) The project site is currently raw, undeveloped land that has been historically utilized as grazing land. There are no structures (habitable or un-habitable) located on the site. Therefore, the proposed project will not result in the displacement of substantial numbers of existing housing or persons. The proposed project will have a **Less Than Significant 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) Public services are available and can be extended to serve future development. With regard to K-12 schools, the project applicant is required to pay the standard fees to both elementary and high school districts at time of construction. With regards to parks, the applicant will pay in-lieu fees that will be used to buy park land.

Stanislaus Consolidated Fire Protection District (SCFPD) provides fire protection and first response to emergencies for the City of Riverbank, as well as the unincorporated area within its Sphere of Influence. SCFPD has eleven (11) fire stations throughout Stanislaus County and currently has 81 paid employees and approximately 25 volunteers. Station 36 is centrally located in downtown Riverbank at 3324 Topeka Street and is staffed 24-hours a day. The proposed project will be required to pay the City's Fire Capital Facilities Fees to fund the construction of fire protection facilities required to service new growth areas. Therefore, the proposed project will have a **Less Than Significant Impact**.

The 2005-2025 Riverbank General Plan Policy PUBLIC 8.1 states "new developments shall fund and/or construct adequate law enforcement facilities to serve new growth areas, as required, in

coordination with law enforcement service providers". In addition, General Plan Policy PUBLIC 8.2 states "the City goal is to provide 1.25 sworn officers per 1,000 residents". Riverbank's police station is located at 6727 Third Street in downtown Riverbank. According to the City's Municipal Service Review, dated February 2016, staffing includes one (1) Lieutenant (Chief of Police), two (2) Sergeants, fifteen (15) Deputy Sheriffs/Detectives, one (1) supervising Legal Clerk, two (2) Legal Clerks and one (1) Community Service Officer. Currently, the calculated ratio of police officers per 1,000 is 73.14 per 1,000 population, using the Department of Finance population estimate for the City of 24,610 (January 1, 2017). The Riverbank City Council, in adopting Resolutions 2006-115 and 116 on October 23, 2006, set policy that requires all new development to annex into Community Facilities District No. 2016-01 for police protection. "The increase of Police Services created by development will create an adverse impact to City financial capacity". Therefore, the mitigation measure listed as PUBLIC-1 has been incorporated into this project in order to mitigate this potential impact to a **Less Than Significant Level With Mitigation Incorporated**.

MITIGATION MEASURES:

The following mitigation measure(s) shall be incorporated into the proposed project to mitigate any potential impacts to a less than significant level:

PUBLIC-1: *Prior to recording the "Final Map" or issuance of any building permits within the proposed subdivision, the applicant/project developer will be required to annex into "Community Facilities District" (CFD) No. 2016-01 for operational services with the Riverbank Police Department (Stanislaus County Sheriff).*

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. 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. Therefore, the proposed project will have a **Less Than Significant Impact**.

XV-b) As noted under item (a) above, the recreational needs of project residents are expected to be met with the existing recreational facilities in the area, and the project would not require construction or expansion of other recreational facilities. Therefore, the proposed project will have a **Less Than Significant Impact**.

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 proposed project's circulation does not conflict with the City's 2005-2025 General Plan Circulation Element or Municipal Code. The subject site was included in the *Traffic Impact Analysis for Willow Equities, K.D. Anderson Traffic Engineers (KDA), February 17, 2005*. At that time the site was called the Willow-Meciadis / Pyun Subdivision, and 100 single family dwelling units were assumed. That traffic study concluded that the project would incrementally increase

the length of delays at the Claus Road / Patterson Road Intersection and the SR 108 / Claus Road Intersection. The traffic study also concluded that the project would increase the number of school age children crossing Claus Road to reach California Avenue School. The traffic study noted that the city had secured funding for Claus Road / Patterson Road signal and that no mitigation was required for that intersection. The traffic study concluded that the original project did not trigger the need for improvements but should contribute to its fair share to the cost of traffic signals at Claus Road / SR 108 and Claus Road / California Avenue.

As part of the River Run Subdivision, the 2005 Traffic Impact Analysis was reviewed and updated in the *River Run Subdivision: Traffic Impact Assessment, K.D. Anderson, December 9, 2016*. The traffic study concluded that the River Run Subdivision would create proportionately fewer school age pedestrians than the original project (51 lots compared to 100 lots). However, River Run would still have an incremental impact at the Claus Road / SR 108 intersection and would continue to mitigate that impact by paying adopted transportation impact fees.

However, the project may have an impact on the transportation/circulation system during construction. Potential transportation system impacts during the construction phase of the proposed project include the potential to disrupt traffic flows on area roadways through the addition of heavy-duty construction vehicles turning in and out of the project site and sharing the roadway with normal vehicle traffic. These impacts would be temporary but potentially significant. As such, Mitigation Measure TRANS-1 has been incorporated and the proposed project will have a **Less Than Significant Impact with Mitigation Incorporated**.

- XVI-b) The proposed project will not 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 proposed project will have **No Impact**.
- XVI-c) The proposed project will not result in the change of air patterns. Therefore, the proposed project will have **No Impact**.
- XVI-d) Street improvements installed as part of the proposed project will not result in immediate construction or design hazards. As such, hazards due to a design feature are not anticipated to occur. Therefore, the proposed project will have **No Impact**.
- XVI-e) The proposed project, as designed, will not result in in adequate emergency access. Therefore, the proposed project 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. As discussed in the *Traffic Impact Assessment*, the traffic study (2005) noted the need for "Safe Routes to School" from the project to neighborhood schools. As discussed above, the proposed project would create proportionately fewer school

age pedestrians than the original project. While safe routes to schools are needed, an enhanced pedestrian crossing has already been installed at the Claus Road / California Avenue intersection, and a separate pedestrian path exists along the Riverbank High School's boundary on California Avenue and on Central Avenue to the project site. As a result, standard project frontage improvements on California Avenue and on Central Avenue would address the "Safe Route to School" requirement. As a result, the proposed project will have a **Less Than Significant Impact**.

MITIGATION MEASURES:

The following mitigation measure(s) shall be incorporated into the proposed project to mitigate any potential impacts to a less-than-significant level:

TRANS-1: *Although construction impacts are expected to be temporary, development of a construction management plan would reduce potential for construction conflicts with other roadway users. The project applicant shall prepare a construction management plan for review and approval by the City of Riverbank prior to any ground disturbing activity. The plan shall include:*

- *A project staging plan to maximize on-site storage of materials and equipment.*
- *A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drives; and designation of construction access routes.*
- *Permitted construction hours.*
- *Location of construction staging.*
- *Identification of parking areas for construction employees, site visitors, and inspectors to minimize potential impacts on adjacent residences/properties.*
- *Provisions for street sweeping to remove construction related debris on public streets.*

Implementation of the construction management plan would reduce the temporary construction traffic impact to a less than significant level.

XVII. TRIBAL CULTURAL RESOURCES -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k), or				X
ii. A resource determined by the lead agency, in its discretion and supported substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of the Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.				X

DISCUSSION:

XVII-a-i,ii) Assembly Bill 52 (AB 52) was approved in September 2014 and created a formal role for California Native American tribes by creating a formal consultation process and establishing that a substantial adverse change to a tribal resource has a significant effect on the environment. AB 52 requires a lead agency, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if: 1) the California Native American tribe requested to the lead agency, in writing, to be informed by the lead agency through formal notification of proposed projects in the geographic area that is traditionally affiliated with the tribe, and 2) the California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. With respect to AB 52, no California Native American tribes have requested consultation with the City of Riverbank or be informed of proposed projects in the geographic area. Therefore, the proposed project will have **No Impact**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XVIII. 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:

XVIII-a) The proposed project would include underground sewer line connections to the City of Riverbank's existing sanitary sewer line at California Avenue and Central Avenue; with connections to the project site at California Avenue, Central Avenue, and the proposed "Street A, B, and C". Based on average wastewater generation rates (275 gallons per day per single-family dwelling unit) contained in the 2016 Municipal Services Review, the proposed 51 single-family dwelling units would generate about 14,025 gallons of wastewater per day. The sewer lines in the vicinity of the project site have adequate capacity to serve the proposed project, and the City's wastewater treatment plant has adequate capacity to treat wastewater generated by

the proposed project. The plant is currently operating below permitted capacity (7.9 million gallons per day) and the project-related increases in wastewater flows to the plant could be accommodated within the plant's existing capacity. Improvements to correct the downstream deficiencies that would result from cumulative impacts within the City's service area are or will be included in the Riverbank's Capital Improvement Plan. Any future improvements to the City's existing facilities that are required as a result of new development will be funded from applicable fees and charges collected as a result of new construction. The project applicant would be required to pay these fees and charges at the time that the proposed residences connect to the sewer system. Given that the City of Riverbank wastewater collection and treatment facilities currently have or will have adequate capacity to serve the proposed project, the project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board and the project's impact would be considered **Less Than Significant**.

XVIII-b) The project would not require or result in the construction of new water supply or off-site distribution facilities or expansion of existing facilities. Environmental effects of on-site construction of proposed water line connections are evaluated throughout this Initial Study. The project's impact related to construction or expansion of water facilities would be **Less Than Significant**.

XVIII-c) Please refer to Section IX, Hydrology and Water Quality, for discussion storm drainage facilities required for the project.

XVIII-d) It is anticipated that the City of Riverbank will have sufficient water supplies available to serve the project from existing entitlements and resources, without the need for new or expanded entitlements. Therefore, the proposed project will have a **Less Than Significant Impact**.

XVIII-f, g) The Fink Road Landfill, located within Stanislaus County, has sufficient permitted capacity to accommodate the project's solid waste disposal needs, and the addition of project waste would not diminish the anticipated life span of the landfill. The project therefore would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs, and the project's impact in relation to this would be less than significant. The project would comply with federal, State, and local statutes related to solid waste and would not cause solid waste providers to be out of compliance with applicable statutes and regulations. As such, the project's impact in relation to this area would therefore be **Less Than Significant**.

MITIGATION MEASURES:

Mitigation is not required for this topic.

XIX. 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:

- XIX-a) Finding (a) is checked as "Less Than Significant with Mitigation Incorporated" on the basis of the proposed project's potential impacts on biological resources, as described in Section 3.0-IV of this Initial Study. Potential impacts were identified in this issue area but they were identified to be **Less Than Significant with Mitigation Incorporated**.
- XIX-b) As described in this Initial Study, the potential environmental effects of the proposed project will either be less than significant or will have no impact at all. Therefore, finding (b) is checked as **Less Than Significant Impact**.
- XIX-c) This Initial Study has considered the potential environmental impacts of the proposed project in the discrete issue areas outlined in the CEQA Environmental Checklist. During the environmental analysis, the potential for the proposed project to result in substantial impacts on human beings in these issue areas, as well as the potential for substantial impacts on human beings to occur outside of these issue areas, was considered, and no such impacts were identified. Therefore, finding (c) is checked as **Less Than Significant Impact**.

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. City of Riverbank Municipal Service Review, February 2016
6. City of Riverbank Standard Conditions of Approval, Adopted PC Resolution No. 2013-014
7. California Department of Transportation Online Database of State Scenic Highways (www.dot.ca.gov/hq/LandArch/scenic/cahisys.htm).
8. California Department of Conservation Farmland Mapping and Monitoring Program, published October 2007.
9. State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties and the State – January 1, 2011-2017*. Sacramento, California, May 2017.
10. Guide for Assessing and Mitigating Air Quality Impacts, adopted August 20, 1998, and as revised March 19, 2015, prepared by the San Joaquin Valley Air Pollution Control District.
11. Small Project Analysis Level (SPAL), dated March 1, 2017, prepared by the San Joaquin Valley Air Pollution Control District
12. 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.
13. 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).

SECTION 5.0

APPENDICES

- A. Design Guidelines Manual for the River Run Subdivision; October 19, 2017
- B. California Emission Estimator Model (CalEEMod) – Results; July 5, 2017
- C. Traffic Impact Assessment Memorandum, *KD Anderson*; December 9, 2016
- D. Potential Storm Drainage System Analysis and Design Memorandum, *North Star Engineering Group, Inc.*; July 10, 2017
- E. Percolation Test Results, *ENGEO*; June 26, 2017.
- F. Biological Resource Inventory, *Moore Biological Consultants*; January 25, 2005 and August 17, 2017

River Run Subdivision

Design Guidelines Manual

Riverbank, CA



October 19, 2017

620 12TH Street, Modesto, CA 95354
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DESIGN GUIDELINES

For

RIVER RUN

OCTOBER 19, 2017

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Section 1 Forward

1.1 PROJECT INTRODUCTION

River Run Design Guidelines is the regulatory design document to provide the general framework for how the proposed project will develop. The Design Guidelines are a requirement of the project entitlements as requested by the City of Riverbank for the proposed Planned Development application. The information contained within this booklet will be utilized by City staff, Planning Commission, and City Council to evaluate River Run. Furthermore, these guidelines will be utilized by future developers to establish a minimum standard for the development of the project. The following pages have been organized to provide a vision of River Run to demonstrate how the project elements relate to the overall goals of the Development and the City of Riverbank.

As a guiding document, these guidelines are meant to provide direction to help achieve the vision of River Run and are thus not meant to be exclusively restricted. Flexibility has been written into the guidelines to encourage and support innovation, diverse housing options, and foster creativity.

1.2 PROJECT SETTING

The area that the project is located in has been annexed into the City of Riverbank for several years. River Run is comprised of two adjacent parcels “A” and “B” as shown on parcel map Book 24, page 87, APN 062-021-008 totaling 9.1 acres. The project site is located north of California Avenue and east of Central Avenue.

The current City of Riverbank General Plan has designated the property as Medium Density Residential (MDR - 8-16 units per acre). This designation was in part because of a previous application that was processed for the site requesting a higher density of development which was due to the current housing market conditions that were present at the time.

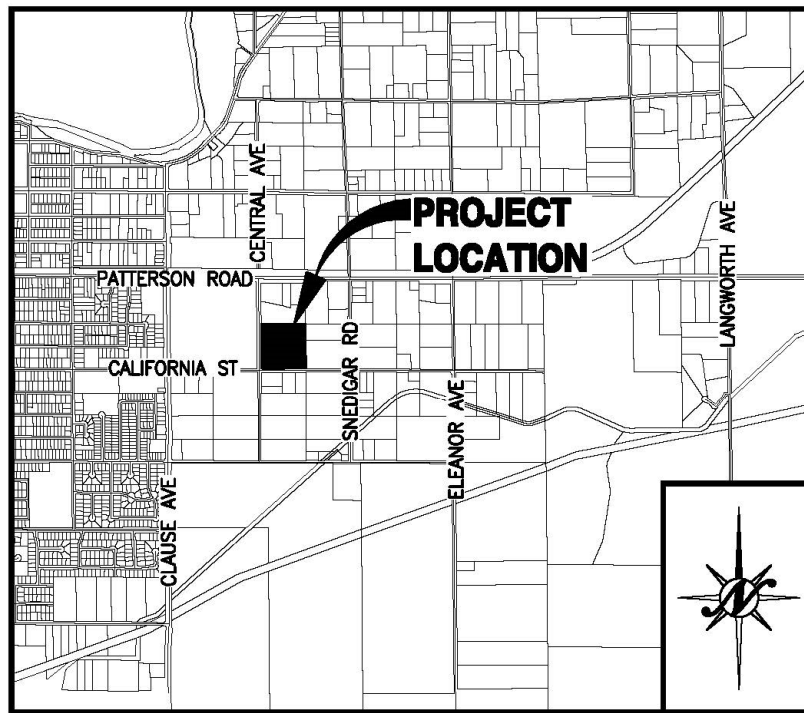
The property has primarily been used as grazing land. There is an existing and active Oakdale Irrigation District (OID) ditch that runs along the easterly and southerly portion of the site. This is to be relocated within the project and to connect downstream.

1.3 BACKGROUND

The proposed project will be a more traditional project similar to other Low Density Residential Project (LDR – 0-8 Units per acre). This change of development intensity is to provide a product that is more consistent with the current needs of the potential home buyer. They are looking for room to play with their kids and use the outdoors for their personal family use. Larger lots provide a space be able to grow and expand without disrupting their neighbors with a backyard for family entertainment. Buying a home is the single biggest investment most Americans will make in their lifetime, and they want a place that they can have friends and family over to enjoy the surroundings. We feel we have the perfect mix of room and affordability. The intent of the project layout is to provide flexibility for future developers to create a strong community for the City of Riverbank.

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

Figure 1.1 – Project Vicinity Map



VICINITY MAP
NOT TO SCALE

Figure 1.2 – Existing Parcel Aerial



Section 2 Proposed Development and Entitlements

2.1 PROPOSED DEVELOPMENT

The proposed project includes 51 Single Family lots that are a minimum of 5,000 square feet each. We are asking for a General Plan Amendment to change the land use from Median Density Residential (MDR) to Low Density Residential (LDR). Furthermore, we will be rezoning the property from Single Family Residential to PD Planned Development zoning. Included in this proposal is a request to provide a revised street cross section and provide some other attractive amenities such as park improvements, bar-b-que areas, picnic tables, park benches, custom mailboxes and decorative street lights. Examples of some of the proposed amenities are included with this package (please refer to Section 5). The project is not located within any Master Planned area, or future Specific Plan area. This project will annex into the City of Riverbanks Community Facilities District (CFD) for the maintenance of the public park, streetscapes and lighting.

Since we don't know if we'll be building these homes, we are asking that the architectural components that are usually required with a PD proposal be "postponed" until a builder is in place. At that time, we suggest that the required architectural floor plans and elevations be submitted to the City of Riverbank for approvals in the future (see Appendix A for proposed project Tentative Map).

2.2 ZONING, GENERAL PLAN AND DENSITY

The proposed density of the project is approximately 5.6 units to the acre. The purpose for the change of development intensity is to provide a product that is more consistent with the current needs of the potential home buyer. Furthermore the change in density was designed to provide a seamless transition from the existing land uses adjacent to the project to the surrounding rural community. Although the General Plan calls for a higher density at this location, we feel that those land uses can be achieved at other locations that are better suited. This can occur once future applications for annexation are processed. We feel this would be the time to address the overall density issues not only in this area, but city-wide (see Appendix B for project Entitlement Exhibits).

Figure 2.1 – General Plan Amendment Exhibit



2.3 FINDINGS

As a requirement of the Entitlement Submittal Package, the following findings are required to be address as part of the application:

Finding:

- In connection with their review of a tentative map, the City Council shall determine whether the discharge of waste from the proposed subdivision into the existing sewer system would result in violation of existing requirements prescribed.

Response:

- Based on current discussions with City Staff, there are no current sewer capacity issues at the Sewer Treatment plant. Furthermore, a new sewer trunk line is being constructed in California Avenue to serve the project.

Finding:

- The City Council shall consider the effect of its actions on the housing needs of the region in which the local jurisdiction is situated and balance those needs against the public service needs of the city's residents and available fiscal and environmental resources.

Response:

- As noted previously in this study, the request change in density for this project will address the needs for the potential future development and we do not anticipate any adverse effect on the public. Also, the reduction in density will reduce the amount of public services required to serve the project.

A tentative map shall not be approved or conditionally approved by the City Council if it makes any of the following findings:

Finding:

- The proposed map is not consistent with applicable general and specific plans.

Response:

- As part of the proposed application package, and General Plan Amendment will be included requesting to change density for the project.

Finding:

- That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Response:

- Improvements designed within the subdivision, with the exception of the proposed street section, will be designed in accordance with the City of Riverbank Standards and Municipal Code requirements.

Finding:

- That the site is not physically suitable for the type of development.

Response:

- The existing site conditions are suitable for the proposed land use and are consistent with other projects being developed in the general vicinity of the project.

Finding:

- That the site is not physically suitable for the proposed density of the development.

Response:

- The project site soil conditions and historical uses are consistent with other developments that have been converted from Farmland / Open Space to Low Density Residential.

Finding:

- That the designs of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Response:

- Consisted with the previous applications that have been prepared for this project and in the general vicinity of the project, we do not anticipate any significant environmental damage to the local fish or wildlife habitats.

Finding:

- That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

Response:

- The proposed Low Density Residential land use is consistent with other developments in the area and we do not anticipate serious public health issues as a function for the development of the project.

Finding:

- That the design of the subdivision or; the type of improvements will conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision. In this connection, the City Council may approve a map if it finds that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This division shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction.

Response:

- Existing Easements and Roadways will not be effect by the proposed development and, in fact will be improved by the development providing and overall benefit for the City of Riverbank.

Section 3 Project Infrastructure

3.1 WATER SYSTEM

Water is available in the vicinity of the project site. An existing 12" water line runs along the entire length of Central Avenue along the project frontage. This 12" water line also runs along California Avenue, west of the project. As per the 2007 City of Riverbank Water Master Plan, the project proposes to extend the 12" water line in California Avenue along the entire project frontage and provide a stub to the east. A looped system will connect to this 12" water main to serve the project site (see Appendix C for proposed Utility System exhibit).

3.2 SANITARY SEWER

Sewer will be available at the southwest corner of the project site at the intersection of California Avenue and Central Avenue with the construction of the City of Riverbank's current California Avenue Sewer Extension Project. Capacity will be available in the proposed sanitary sewer line and the size of the line is adequate to accommodate our proposal (see Appendix C for proposed Utility System exhibit). If the proposed Sanitary Sewer Extension has not been completed at the time of construction, the River Run project will construct the extension and coordinate reimbursement with the City of Riverbank.

3.3 STORM DRAINAGE

This project is part of the South Bruinville storm drain system which will have a regional storm drain basin, pump stations, and outfall improvements for the entire tributary area. These Master Plan improvements may not be in place for number of years. A temporary solution will be to retain and percolate the required storm drainage runoff for the project. This temporary solution may be required to function as a permanent solution, therefore the storage facility will be designed in accordance with City of Riverbank standards and specifications with all necessary factors of safety. Storm drainage will be collected in an on-site stormwater treatment, storage, and retention basin with a sub-surface horizontal (french) drain system. This basin has been sized to collect the storm drainage from project site including the proposed frontage improvements along California Avenue and Central Avenue with no further capacity for future projects in the surrounding area (see Appendix C for the storm drainage basin cross section and storage calculations). The storm drainage system will also include the construction of a dry outfall line which will be utilized for future discharge to City of Riverbank Master Plan facilities when they are available in the future.

3.4 STORMWATER TREATMENT AND MANAGEMENT

Low Impact Development (LID) is an innovative stormwater management approach with a basic principle that is modeled after utilizing natural features to manage and treat stormwater discharge at the source of potential pollutants. LID's goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and retain runoff on-site.

Stormwater Treatment techniques are based on the premise that stormwater management should not be seen as stormwater disposal. LID addresses stormwater through cost-effective landscape features located within each storm drainage tributary area. These landscape features, known as Integrated Management Practices (IMPs), are the building blocks of LID. Almost all components of the urban environment have the potential to serve as an IMP's. This includes not only open space, but also rooftops, streetscapes, parking lots, sidewalks, and medians. LID is a versatile approach that can be applied to new projects.

Figure 3.1 – Example Bio-Retention System



Encourage:

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

Discourage:

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

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

A topographic survey and preliminary grading designs were performed for the proposed project. The natural drainage pattern for the site is from north to south. The proposed stormwater basin was located based on this design parameter. The streets within the project are proposed to be super-elevated to allow for direct discharge of a majority of the site runoff to the proposed storm drainage basin. The proposed basin will be sized to store the required stormwater event, and will be design to incorporate planting and sub-base media to allow for pretreatment of stormwater runoff in accordance with the City of Riverbank Standards.

3.5

OAKDALE IRRIGATION DISTRICT RELOCATION IMPROVEMENTS

The proposed project is located within the Oakdale Irrigation District. Typical of projects that were once utilized for farming, an existing irrigation easement traverses the project site along the east property line and along the entire length of California Avenue. The existing irrigation facility is the Riverbank Drain which is used primarily for stormwater conveyance. This drain discharges to the Snedigar Pipeline once it crosses Central Avenue.

The proposed Irrigation Relocation improvements will require the undergrounding the existing Riverbank Drain at the east property line and connecting downstream at the intersection of Central Avenue and California Avenue. Per discussions with City Staff, the historical drainage pattern for the area shows that a large tributary area potentially discharges to this location. The project will construct an additional irrigation line along California Avenue to the east and provide a drainage inlet to convey historical stormwater runoff (see Appendix C for proposed Utility System exhibit). Storm drainage for these proposed conveyance facilities will be design in accordance with OID and City of Riverbank Standards and will be confirmed as part of future storm drainage studies.

Figure 3.2 – Project Utility Plan



Section 4 Function of the Design Guidelines

4.1 PURPOSE

The purpose of the guidelines for the Bruinville Planned Development is to provide a clear set of design policies to developers, property owners, architects and designers (see Appendix B for project Development Plan exhibits).

Properly designed Planned Developments with well design street networks incorporating traffic calming measures reduces the need for community open spaces and maximizes the use of private open space in the front and rear yards of the proposed residential units. Utilizing Low Impact Development (LID) guidelines this will provide storm water bio-filtration and enhances the open space components of the project.

4.2 OBJECTIVES

The Guidelines are intended to address the following objectives:

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

4.3 INTENT

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

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

4.4 APPLICABILITY

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

4.5 DISCRETIONARY DECISION MAKING

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

4.6 ARCHITECTURAL REVIEW AND APPROVALS

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

4.8 ADMINISTRATIVE CHANGES

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

4.9 OTHER APPLICABLE REGULATIONS

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

Figure 4.1 – Project Development Plan



Section 5 Design Guidelines

5.1 RELATIONSHIP TO EXISTING NEIGHBORHOODS

New Planned Development residential projects should be integrated with the existing neighborhoods adjacent to them. Designs should avoid the separation caused by high, solid fencing and walls, or blank walls of buildings. Transitions between existing and proposed land uses should be gradual. The height and mass of new projects should not create abrupt changes from those of existing buildings.

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

5.2 SETBACKS

Front Setbacks:

- The front setback establishes a relationship between the house and the surrounding neighborhood. Variation of front building setbacks is encouraged to create rhythm and interest along the streetscape. If the house is too close, indoor privacy can be compromised. If the house is too far back, people inside the house cannot observe activity on the street and can become detached from their neighborhood.
- Deviation beyond the minimum setback requirements is encouraged to facilitate the creation of different size public and private open spaces on the lot.

Side Setbacks:

- The side setback is primarily utilitarian. However, living areas of the house usually have windows that open into the side yard. It is encouraged, for privacy purposes, to design windows that face onto side yards so that they do not align between neighboring homes.
- Normal activity in the side yard, although limited, shall be sufficient size so they are usable spaces for trash and recycling receptacles.

Rear Lots:

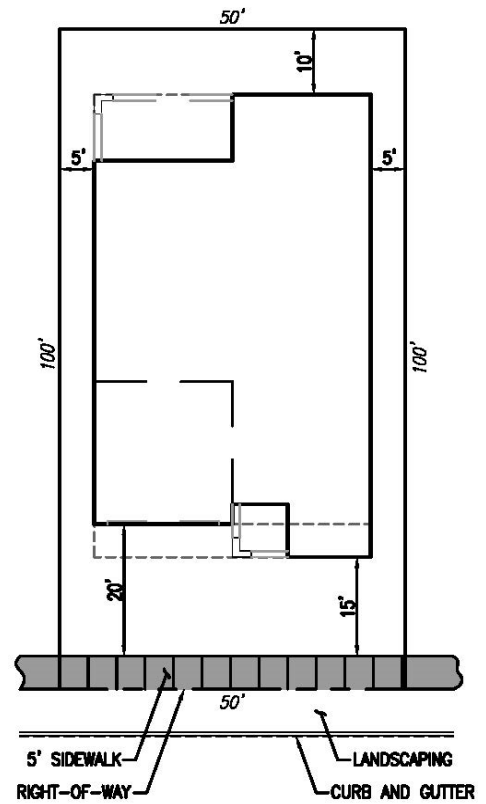
- The rear yard is where most outdoor activity occurs within the private opens space elements of each residence. The siting of the homes is encouraged to promote large back yards for family enjoyment

Corner Lots:

- Corner Lots shall have a larger side setback on the street facing side to allow for additional architectural styles and articulation.
- It is encouraged to provide enhanced wrap-around building elements such as porches on the corner lots to provide a transition to the between the two street frontages.

Table 5.1 Setbacks and Open Space

LOT SIZES	DESIGN GUIDELINES	CITY MUNICIPAL CODE
	5,000 sq. ft. min	6,000 sq. ft. min
Minimum Width (mid-block/corner) [a]	50' / 55'	60' / 65'
Minimum Frontage (knuckles)	35'	35'
FRONT SETBACKS [b]		
Garage [c]	20'	20'
Living Area (1st floor) [c]	15'	10'
Living Area (2nd floor) [c]	15'	10'
Porches [c]	10'	-
REAR SETBACKS		
Living Area	10'	5'
Patio Covers [d] [e]	5'	-
SIDE SETBACKS [b] [h]		
Living Area first floor (interior side) [e]	5'	5'
Living Area (corner side) [e]	10'	10'
LOT CONVERAGE		
Total Lot Coverage	50%	50%



- [a] Minimum frontage for lots fronting cul-de-sacs and knuckles to be 35' minimum along the right of way.
- [b] Dwelling unit & wall/fencing shall be located outside the "clear vision triangle" at street intersections.
- [c] Setback measured from the back of sidewalk and a minimum of 5' from side property line except on corner lots where 10' is required.
- [d] Patio covers should not exceed 30 percent of the size of the usable private open space. Setback is measured from support structures. Up to 24" overhang is permitted. No part of the structure shall be closer than 5' to property line not including building eaves.
- [e] Includes attached garages and patio covers.
- [f] Minor architectural projections, such as fireplaces and bay windows, may project into a setback or separation by up to 2 feet for a length not to exceed 10 feet or 20 percent of the building elevation length, minimum 3' clearance, excluding A/C units.
- [g] Fragments less than 10' will not be counted toward the common open space area.
- [h] Detached garages may be attached to the main house by a breezeway so long as the breezeway is open, post supported and the garage and house meet 1 hour fire wall ratings as stipulated by the UBC.

5.3 PRIVATE OPEN SPACE

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

neighbors. Adequate space is necessary for residents to enjoy their yards while providing a sense of privacy.

5.4 LOT AND BUILDING VARIATION

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

Encourage:

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

Discourage / Avoid:

- Blocks more than 600 feet long.

Figure 5.1 – Encouraged Street Scene



5.5 GENERAL BUILDING DESIGN

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

Encourage:

- Design diversity by providing front elevation variation throughout the plan. A minimum of three model floor plans shall be made available with 3-4 choices of elevation treatments. To accomplish this, one design should be repeated no more frequently than each fourth house.
- Veneer treatment where applied should turn corners and avoid exposed edges.
- Provide 4-sided architecture within public views. In addition to the architectural design provided for the front elevation, design side and rear elevations to include architectural design treatment (e.g. window frames, shutters, planter boxes, window sills, etc.).
- At corner lots, side yard facades should maintain the same architectural design consistent with the front façade.
- Manipulation of building elements and massing to avoid visual monotony with particular emphasis on long streets.
- Vary roof forms and pitches when a project includes five or more homes. Incorporate home designs that rotate ridge lines both parallel and perpendicular to the street and utilize a variety of hips and gables. Other elements which add variety and break up the roof, such as dormers and turrets are encouraged.
- Roof elements of a two story building that slope downward toward the side property lines providing greater light and air between buildings particularly when the separation between the floors of the two adjoining buildings would be less than 15 feet (Fig. 2).
- Single story homes distributed evenly throughout the neighborhood to provide for seniors, the disabled, and families who prefer or desire single story homes. Single story homes are also encouraged to improve the visual character of neighborhoods and minimize the perceived density of two story neighborhoods. Single story homes shall be constructed on a minimum of 25% of the development.

Figure 5.2 – Example Manipulation Building Elements



Discourage / Avoid:

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

5.6 PORCHES, ENTRIES AND COURTS

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

Encourage:

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

Figure 5.3 - Example Varied Roof Forms and Entry



Discourage:

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

5.7 GARAGE FRONTAGE AND PLACEMENT

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

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

Encourage:

- For garages accessed from the street, the garage face should be recessed a minimum of five feet from the primary living area façade.
- Attached garages should be designed to de-emphasize the garage door by techniques such as recessing the garage door 12"-18", by providing pillars or substantial trellis accents and utilizing upgraded garage doors.

Figure 5.4 – Reduced Garage Frontage



Discourage / Avoid:

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

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

Encourage:

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

5.8 PARKING

Two enclosed off-street parking spaces will be required for each housing unit. In addition, one on-street parking space will be required for each dwelling. The placement of driveways and garages within the development, as well as narrower driveway aprons/ shall be utilized to maximize on-street parking.

5.9 FENCES AND ENTRY FEATURES

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

The proposed Lot "B" (Oakdale Irrigation District facilities lot) located on the eastern portion of the project will install a wrought iron fence with access gates on the east and west side of the lot. A standard good neighbor fence consistent with the rest of the development will be installed on the north and south side of the lot.

Encourage:

- Periodic entries to minimize walking distances and integrate bike paths along the major roads.
- Additional landscape setbacks, street trees and accent trees at entries to improve the appearance of sound-walls.
- Fences visible from streets should be architecturally integrated with adjacent buildings and are encouraged as a means of visually tying buildings together.
- Fences (3'-4' high) at front or side yard patios where desired in lieu of porch railings, provided the fence design is compatible with the architectural style of the house.
- Accent landscaping and trellises to set off development entries are desirable.

5.10 LANDSCAPING

New single-family Planned Developments design similar to Low Density Residential projects typically have generous amounts of landscaping due to the larger front and rear yards. Landscape design

guidelines are intended to improve the appearance of the streetscape with landscaping and street trees to diminish the impact of the development and provide a softer appearance.

A dual-use storm drainage park and basin facility is proposed for the project. The side slopes of the basin range from a 10:1 to 5:1 slope for ease of accessing the basin. An upland area is proposed within the park which is over one-quarter of an acre. All landscaping will be installed in strict accordance with City of Riverbank landscape and street tree standards. Furthermore, landscaping improvements will be installed in accordance with local and state water efficient landscape ordinances. Finally, the proposed park will include site specific amenities to enhance the community which will include possible park landscaping improvements, bar-b-que areas, picnic tables and park benches.

Encourage:

- Encourage landscaping within the project to harmonize with the established theme and existing agrarian surroundings.
- Street trees or yard trees, both deciduous and evergreen, shall be approximately 20' to 25' on center along each side of the street (minimum 1 per lot, 2 per corner lot one on each street frontage).
- Separated sidewalks with limited lawn areas (min. 7' wide) (i.e. "parkways").
- Due to drought conditions, keep water intensive landscape elements to high visibility and high use areas.
- Plant materials designated for the open space/park shall be drought tolerant ground cover where possible.
- A minimum of 15 gallon tree specimens for all street and yard trees (consult the Public Works Department, regarding tree selection).
- Tree species which attain a height in excess of 25 feet and develop a minimum canopy of 20 feet at maturity.
- A variety of planting palettes for proposed front yard landscaping should be implemented to soften the development, reinforce the home design, and add variety to the streetscape.
- Accent trees at special locations within the neighborhood.
- Front yard landscaping which reinforces other design elements of the home such as vines on trellises, hedges or low fences and walls.

Discourage / Reduced

- Due to its relatively high water demand, turf should be used only in selected landscape areas.

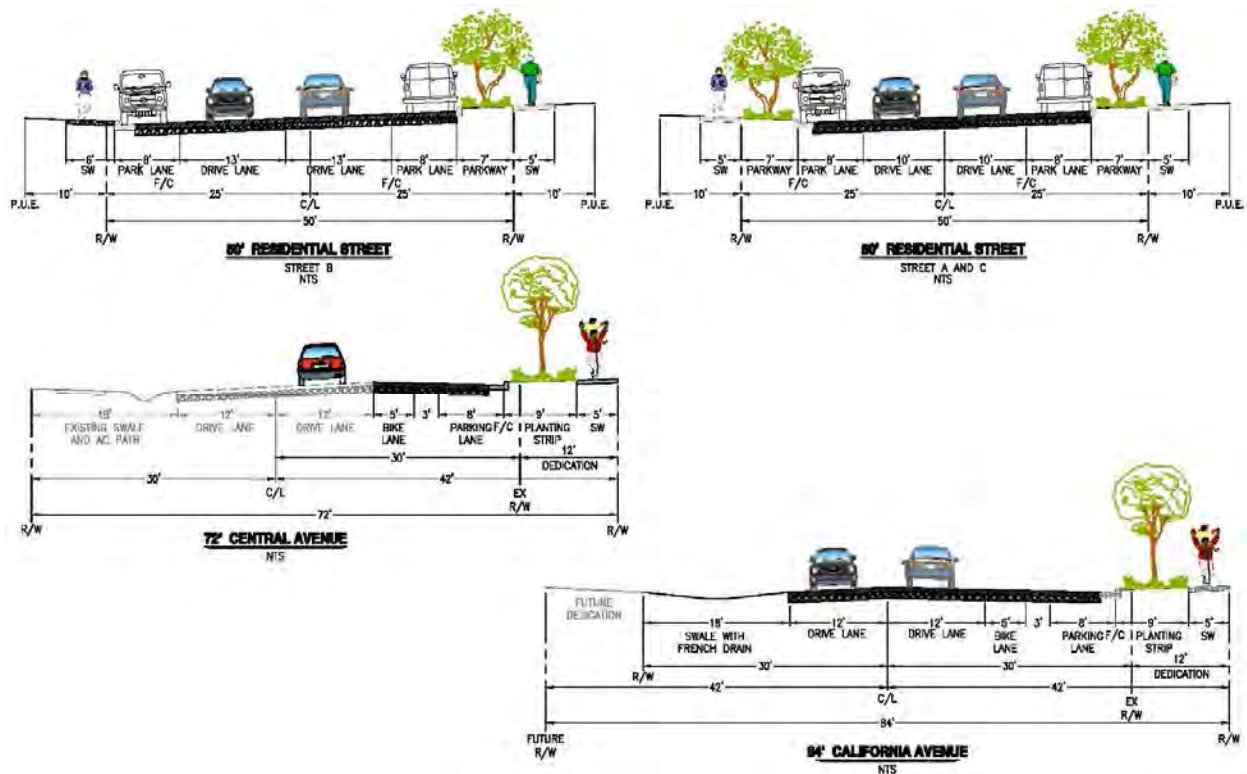
5.11 STREET DESIGN ELEMENTS AND ACCESS

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

Figure 5.5 – Typical Street Scene and Landscape



Figure 5.6 – Typical Street Sections



5.13 LIGHTING

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

Encourage:

- Light standards less than 15 feet in height. Decorative Visco VI-X-1-0F standard or equivalent standard with the same bulb type as the Visco are encouraged.
- Proposed LED lighting to be at 3,000K or less.
- Bollard lighting is encouraged along walkways.
- Metal halide luminaries should be utilized.
- Shielded light fixtures that minimize light "throw" off-site.
- Residentially scaled street lights.

Discourage / Avoid:

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

Figure 5.7 – Example Decorative Light and Mailbox Frame



5.12 MAILBOXES

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

Encourage:

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

Discourage:

- Pedestal-mounted cluster mailbox units.

5.14 UTILITIES, INFRASTRUCTURE & EASEMENTS

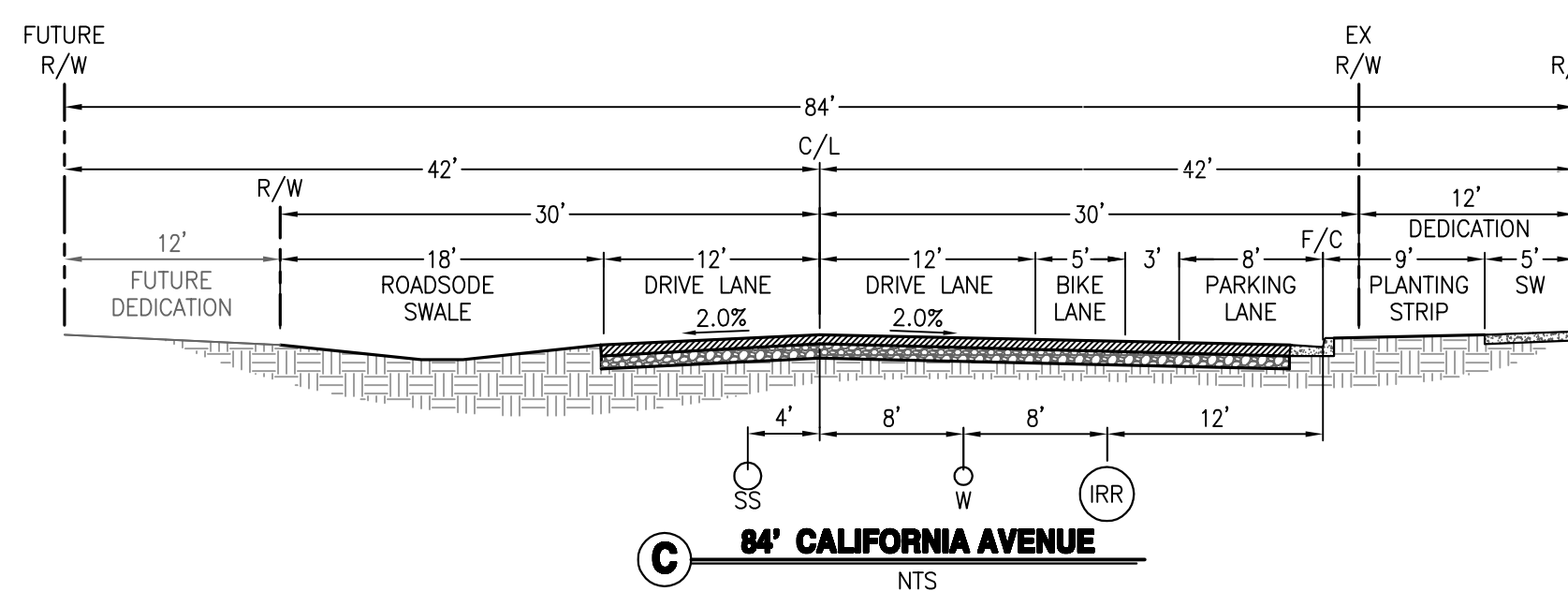
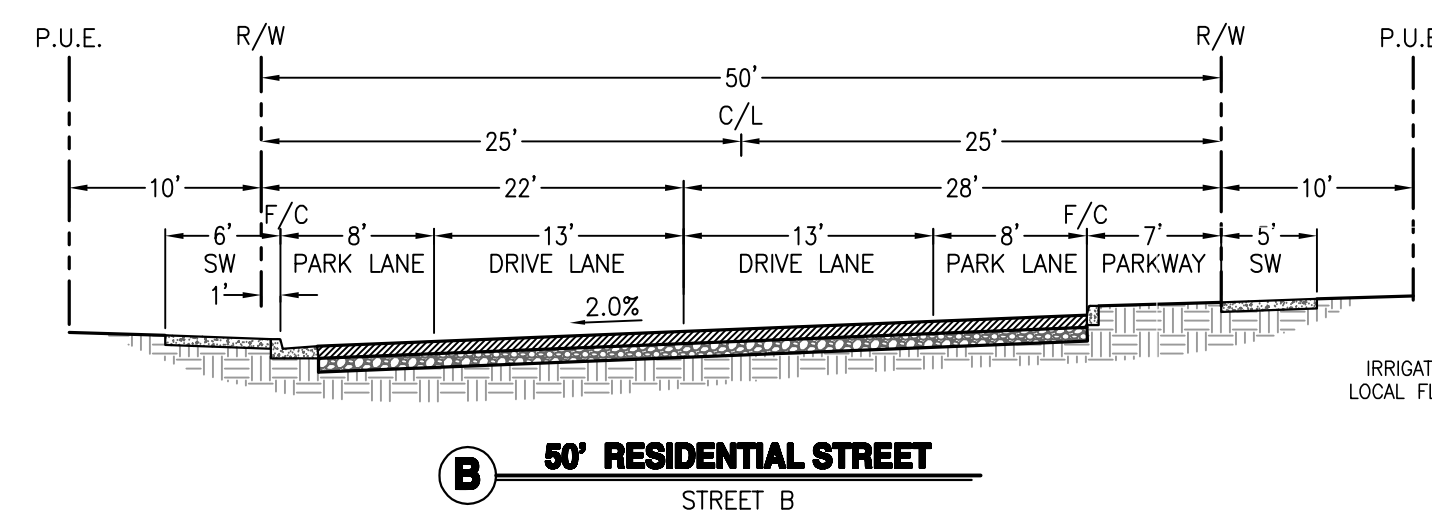
Any and all private infrastructure shall be constructed to City standards. Public Utility Easements shall be provided for all public utility connections, in compliance with City Standards. To the maximum extent feasible, utility boxes, transformers, etc. shall be located in a manner to reduce their visual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

5.15 COMMUNITY FACILITIES DISTRICT (CFD) ANNEXATION AND OUTLOT PARCELS

The proposed project will be required to annex into the existing City of Riverbank's Community Facilities Department (CFD) for the general maintenance of public facilities which includes, but is not limited to, streets, landscaping, lighting and open space lots. There are three non-residential open space lots within the development. Lot A serves as a neighborhood park, and retention basin. Lot A will be owned and maintained by the City of Riverbank, and included in the City's existing citywide CFD. Lot B will be owned by the Oakdale Irrigation District, but will be maintained by the City of Riverbank, and included in the citywide CFD. This lot will be overlaid with low maintenance base rock/gravel cover to minimize the required maintenance. There will be drought resistant landscaping between the wrought iron fence and street that will be maintained by the CFD. Lot C serves as a LID bioswale used to infiltrate and treat a portion of the stormwater runoff. The stormwater from this swale will be conveyed to the retention basin by means of underground piping. Lot C will be owned and maintained by the City of Riverbank, and included in the City's existing citywide CFD.

Appendix A: Proposed Tentative Subdivision Map

	EXISTING	PROPOSED
BOUNDARY LINE		
CENTERLINE		
RIGHT-OF-WAY		
PARCEL LINE		
CURB, GUTTER AND SIDEWALK		
AC DIKE	N/A	
EDGE OF PAVEMENT		
MASONRY WALL	N/A	
OVER HEAD ELECTRICAL		N/A
ELECTROLIER (PUBLIC)		
GAS LINE		N/A
DIRECTION OF FLOW		
CONTOURS		
FENCE (CHAINLINK OR VINYL)		
SIGN		
SERVICE POLE		N/A
STORM DRAIN (MAIN)		
FORCE MAIN		
DRAINAGE SWALE		
STORM DRAIN MAINTENANCE HOLE		
CURB INLET		
STORM DRAINAGE FILTER	N/A	
WATER (MAIN)		
WATER VALVE		
FIRE HYDRANT		
SEWER MAINTENANCE HOLE		
SEWER (MAIN)		
IRRIGATION LINE		
IRRIGATION VALVE		N/A
IRRIGATION STRUCTURE		
TREE		



APN 062-021-001

EXISTING 6" FENCE (WIRE)

EXISTING BUILDING (PER AERIAL) 5059 SF

EXISTING TREE, TYP (PER AERIAL)

EXISTING FENCE (PER AERIAL)

EXISTING 4" FENCE (HOGWIRE)

EX. 20'X250' PRIVATE DRAINAGE EASEMENT TO BE REMOVED AS PART OF FUTURE FINAL MAP

APN 062-021-006

EXISTING 4" FENCE (HOGWIRE)

CONNECT TO EXISTING OLD FACILITIES PER OLD STANDARDS

APN 062-021-007

EXISTING 4" FENCE (HOGWIRE)

EX. 30' OLD EASEMENT TO BE RELOCATED IN THE FUTURE BY SEPARATE INSTRUMENT

IRRIGATION INLET FOR LOCAL FLOOD CONTROL WITH RIP RAP

50' TAPER

EXISTING TREE, TYP (PER AERIAL)

FUTURE STORM DRAIN OUTFALL TO CITY OF RIVERBANK MASTER PLAN FACILITIES

APN 062-021-022

72' CENTRAL AVENUE

NTS

1" = 50'

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B AS SHOWN ON PARCEL MAP FILED FOR RECORD MARCH 1977 IN BOOK 24 OF PARCEL MAPS, AT PAGE 87, STANISLAUS COUNTY RECORDS.

APN: 062-021-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIVERBANK COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B AS SHOWN ON PARCEL MAP FILED FOR RECORD MARCH 30, 1977 IN BOOK 24 OF PARCEL MAPS, AT PAGE 87, STANISLAUS COUNTY RECORDS.

APN: 062-021-008



A. REGULATORY AGENCY:	CITY OF RIVERBANK 6617 THIRD STREET RIVERBANK, CA 95367 T: (209) 869-7128 CONTACT: PLANNING DEPARTMENT
B. APPLICANT:	R & K ROD LOWE 1997 REVOCABLE TRUST 3112 BUCKINGHAM COURT MODESTO, CA 95350 T: (209) 523-4223 CONTACT: ROD LOWE
C. OWNER :	WHITE POPERY MANAGEMENT, LLC 3501 ATCHISON STREET RIVERBANK, CA 95367 CONTACT: DAVE WHITE
D. ENGINEER:	NORTHSTAR ENGINEERING GROUP, INC 620 12th STREET MODESTO CA, 95354 T: (209) 524-3525 CONTACT: TONY DE MELO, P.E.
E. EXISTING LAND USE:	AGRICULTURE
F. EXISTING GP LAND USE:	MEDIUM DENSITY RESIDENTIAL
G. PROPOSED GP LAND USE:	LOW DENSITY RESIDENTIAL
H. EXISTING ZONING:	SINGLE FAMILY RESIDENTIAL (LDR)
I. PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
J. TOTAL PROJECT SIZE:	9.1± ACRES
K. TOTAL NUMBER OF LOTS:	51
L. GROSS DENSITY:	5.6 UPA
M. CONTOURS:	1.0-FOOT INTERVALS
N. RETURNS:	PER CITY OF RIVERBANK STANDARDS
O. UTILITIES:	WATER SYSTEM - CITY OF RIVERBANK SANITARY SEWER - CITY OF RIVERBANK STORM DRAINAGE - CITY OF RIVERBANK GAS - PG&E ELECTRIC - PG&E TELEPHONE - SBC SCHOOL DISTRICT - RIVERBANK ELEMENTARY

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF RIVERBANK STANDARD PLANS AND SPECIFICATIONS EXCEPT AS NOTED.
2. STORM DRAINAGE TO BE CONVEYED TO AN ON-SITE STORM DRAINAGE RETENTION BASIN WHICH WILL UTILIZED FOR STORMWATER TREATMENT. ALL IMPROVEMENTS TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS AND THE STORM DRAINAGE MASTER PLAN.
3. ALL STORM DRAINAGE IMPROVEMENTS AS PART OF FUTURE IMPROVEMENTS PLANS AND STUDIES SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT 2013-0001-DWQ AND THE MULTI-AGENCY POST-CONSTRUCTION STORMWATER STANDARDS MANUAL APPROVED OR ADOPTED PRIOR TO THE TIME OF THIS TENTATIVE MAP APPLICATION BEING DEEMED COMPLETE.
4. SANITARY SEWER TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS.
5. WATER SYSTEM TO BE CONSTRUCTED TO THE CITY OF RIVERBANK STANDARDS.
6. STREET LIGHTING SHALL BE INSTALLED PER CITY OF RIVERBANK STANDARD SPECIFICATIONS.
7. PUBLIC UTILITIES ARE TO BE INSTALLED UNDERGROUND IN EASEMENTS.
8. THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE SUBDIVISION MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.11, AND TO FILE PARCEL MAPS FOR REASON OF SALE. ALL PARCEL LINES SHALL CONFORM TO THIS TENTATIVE MAP.
9. PUBLIC UTILITY EASEMENTS WILL BE PROVIDED ALONG ALL STREET FRONTAGES.
10. ALL EXISTING STRUCTURES ARE TO BE REMOVED. SEPTIC TANKS, LEACH FIELDS, AND WELLS ON SITE WILL BE REMOVED OR ABANDONED AS PER CITY OF RIVERBANK REQUIREMENTS. BUILDING DEMOLITION, WELL ABANDONMENT, AND SEPTIC ABANDONMENT ALL REQUIRE PERMITS THROUGH THE CITY.
11. APPLICANT SHALL PROVIDE ACCESS AGREEMENT IN PERPETUITY FOR CITY TO INSPECT ALL POST-CONSTRUCTION BMP'S INSTALLED ON PRIVATE PROPERTY.
12. ALL LOT SETBACK REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE PROJECT DESIGN GUIDELINES PACKAGE.
13. THE PROPOSED PROJECT IS TO CONNECT TO THE EXISTING 18" SANITARY SEWER EXTENSION IN CALIFORNIA AVENUE. IF THE 18" SANITARY SEWER EXTENSION HAS NOT BEEN COMPLETED AT THE TIME OF CONSTRUCTION, THE RIVER RUN PROJECT WILL CONSTRUCT THE EXTENSION AND COORDINATE FEE CREDITS AND/OR REMBURSEMENT WITH THE CITY OF RIVERBANK.
14. ALL EXISTING TREES ARE TO BE REMOVED PER CITY OF RIVERBANK STANDARDS AND SPECIFICATIONS. IF ANY OF THE TREES ARE OAK, AN ASSESSMENT BY A LICENSED ARBORIST SHALL BE SUBMITTED, LISTING AND DISCUSSING EACH TREE TO ENSURE CONFORMANCE WITH 156.12 (D)(1) OAK AND LANDMARK TREE CONSERVATION, MAJOR TREE CONSERVATION PERMIT.
15. DRIVEWAY ACCESS TO CALIFORNIA AVENUE IS RESTRICTED TO LOTS 13, 39, AND 40.
16. LOT B TO BE CONVEYED TO IDO. THERE WILL BE DROUGHT RESISTANT LANDSCAPING BETWEEN THE FENCE AND STREET. LOTS A AND C TO BE DEDICATED TO THE CITY OF RIVERBANK. ALL LOTS A-C TO BE MAINTAINED BY CDF.

[illegible]

CALIFORNIA

TENTATIVE MAP

RIVER RUN

RIVERBANK.



DB #:	erver\n
ATE:	10/19/2017
CALE:	AS SHOWN
RAWN:	CRV
ESIGN:	APD
HK'D:	APD

SHEET
NUMBER

TM1.1

Appendix B: Entitlement Reference Exhibits

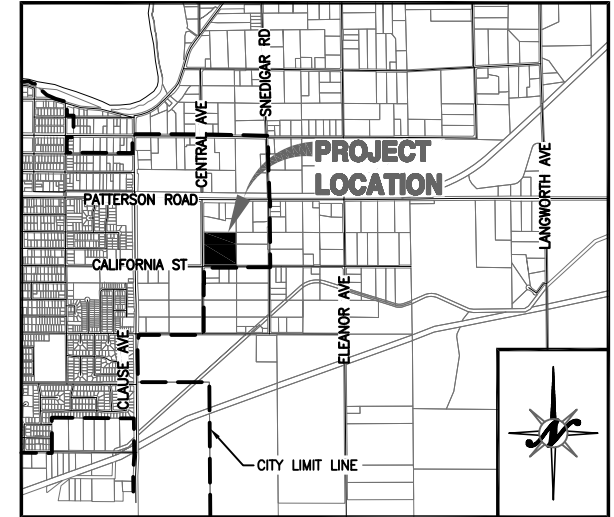
RIVER RUN SUBDIVISION EXISTING GENERAL PLAN EXHIBIT

CENTRAL AVENUE

MDR
(MEDIUM DENSITY RESIDENTIAL)

CALIFORNIA AVENUE

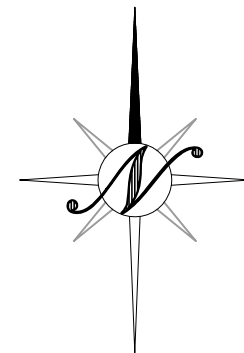
EX. CITY LIMIT LINE



VICINITY MAP

NOT TO SCALE

 MDR (MEDIUM DENSITY RESIDENTIAL)



150 75 0 150

1" = 150'

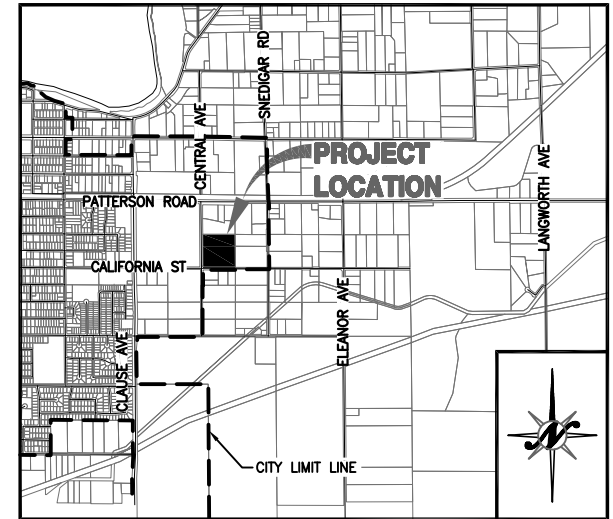
RIVER RUN SUBDIVISION PROPOSED GENERAL PLAN EXHIBIT

CENTRAL AVENUE

LDR
(LOW DENSITY RESIDENTIAL)

CALIFORNIA AVENUE

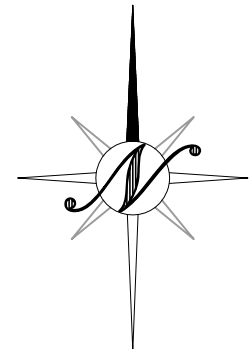
EX. CITY LIMIT LINE



VICINITY MAP

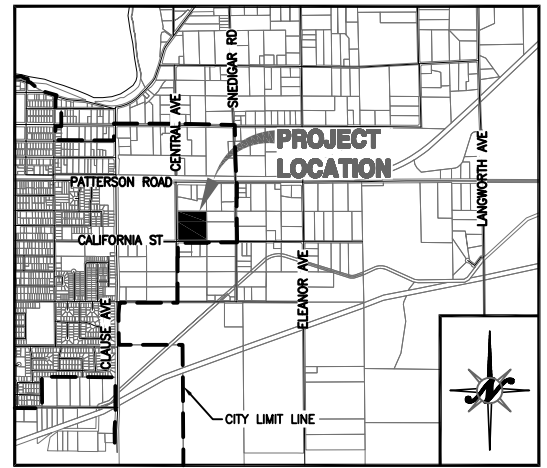
NOT TO SCALE

 LDR (LOW DENSITY RESIDENTIAL)



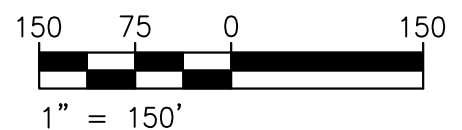
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1" = 150'

RIVER RUN SUBDIVISION AERIAL EXHIBIT



VICINITY MAP

NOT TO SCALE

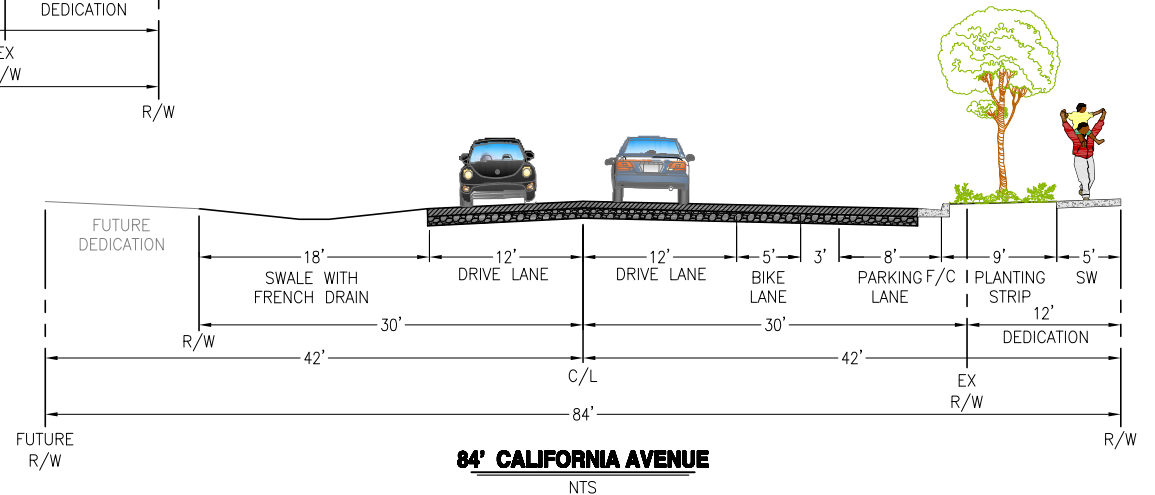
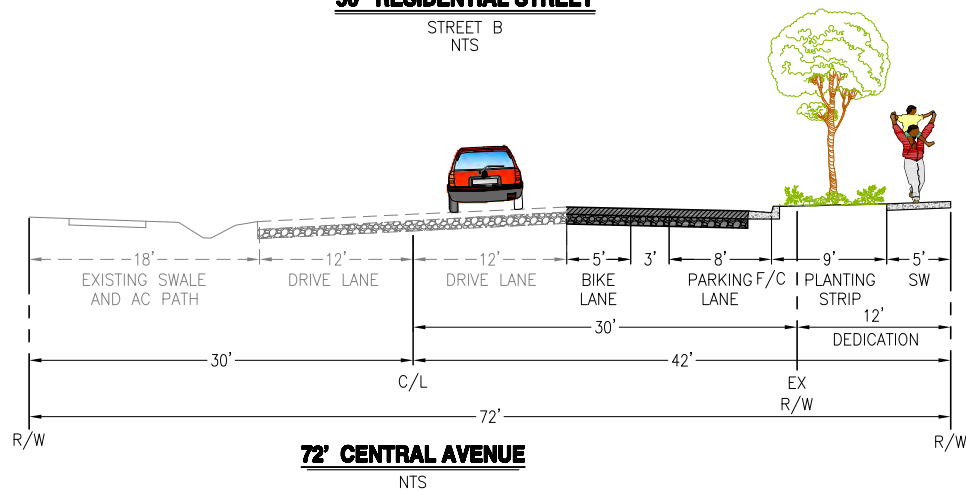
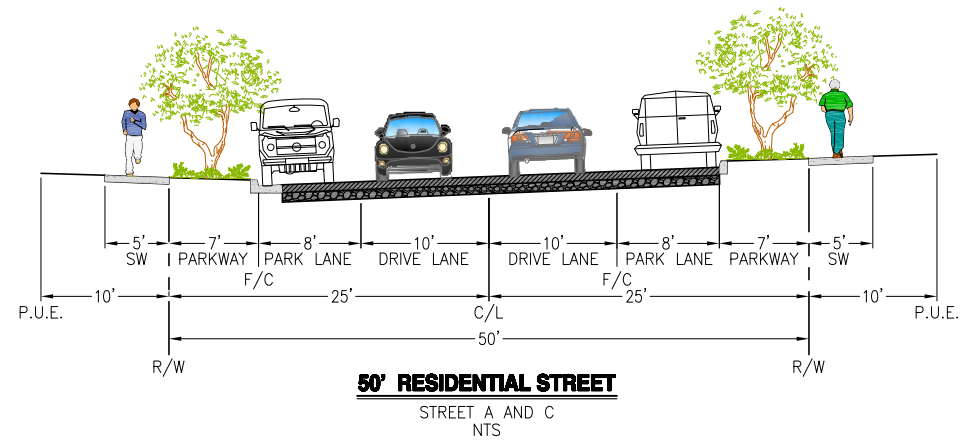
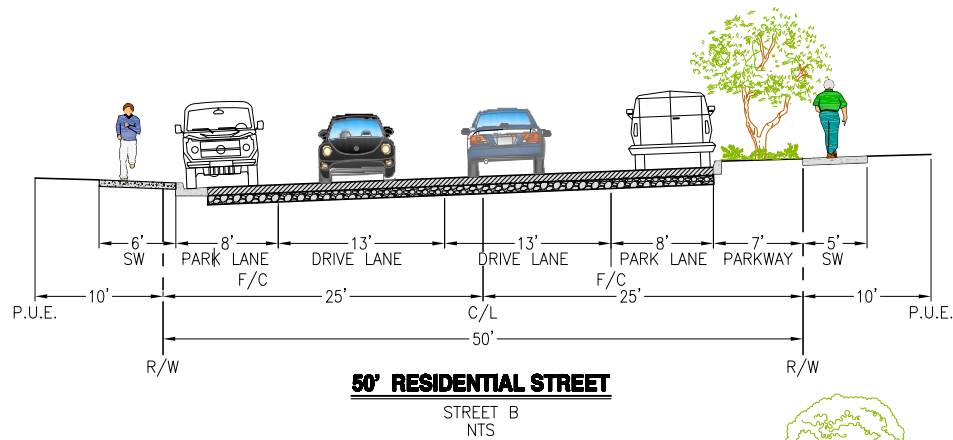


RIVER RUN SUBDIVISION PROJECT DEVELOPMENT PLAN

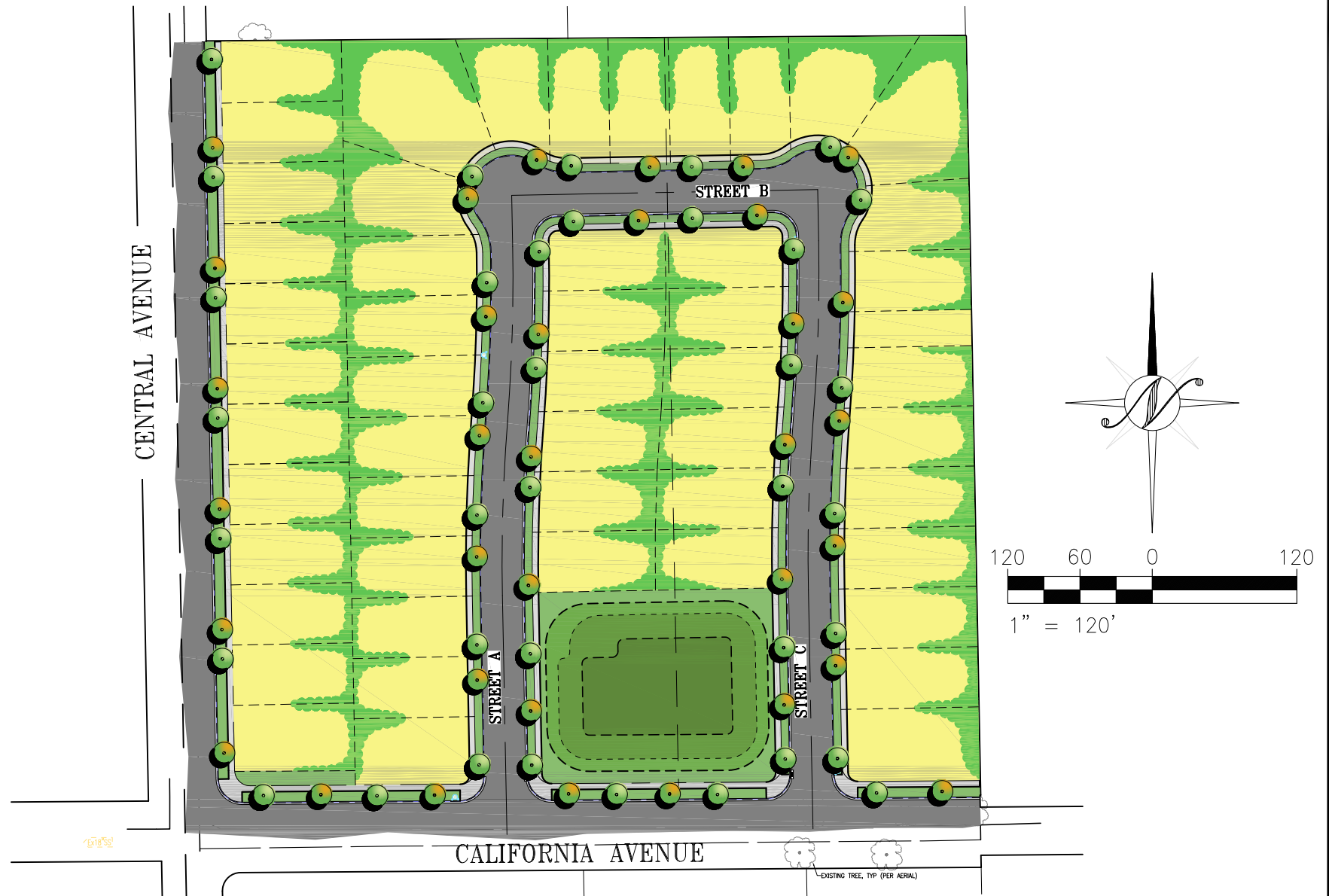


RIVER RUN SUBDIVISION

STREET CROSS SECTIONS

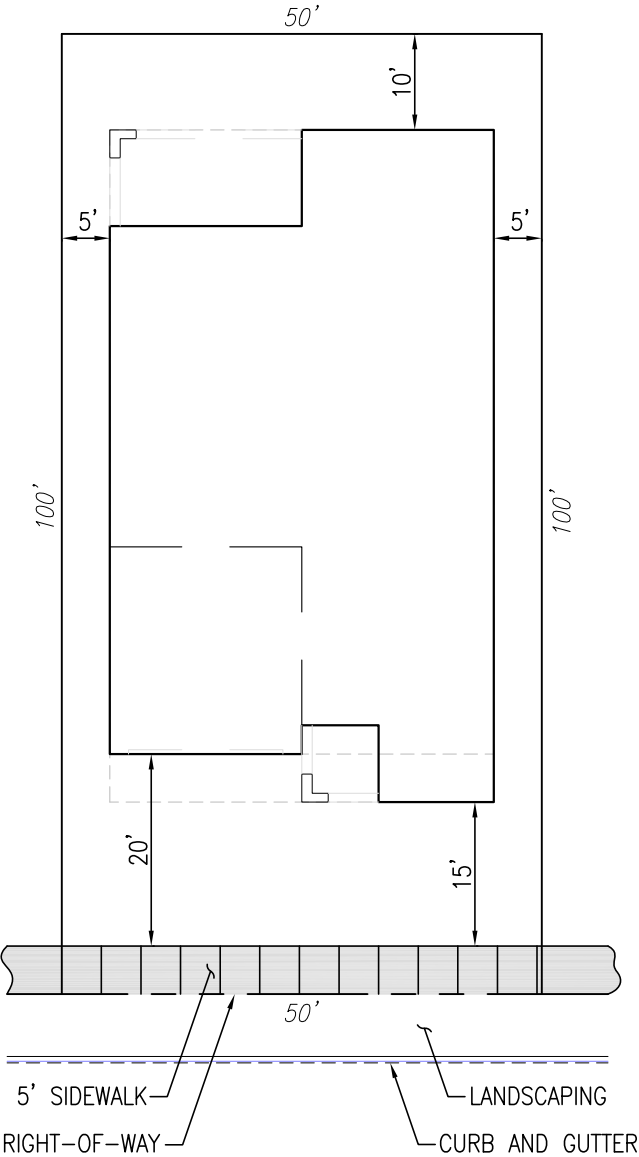


RIVER RUN SUBDIVISION LANDSCAPE PLAN



RIVER RUN SUBDIVISION

LOT SETBACK EXHIBIT



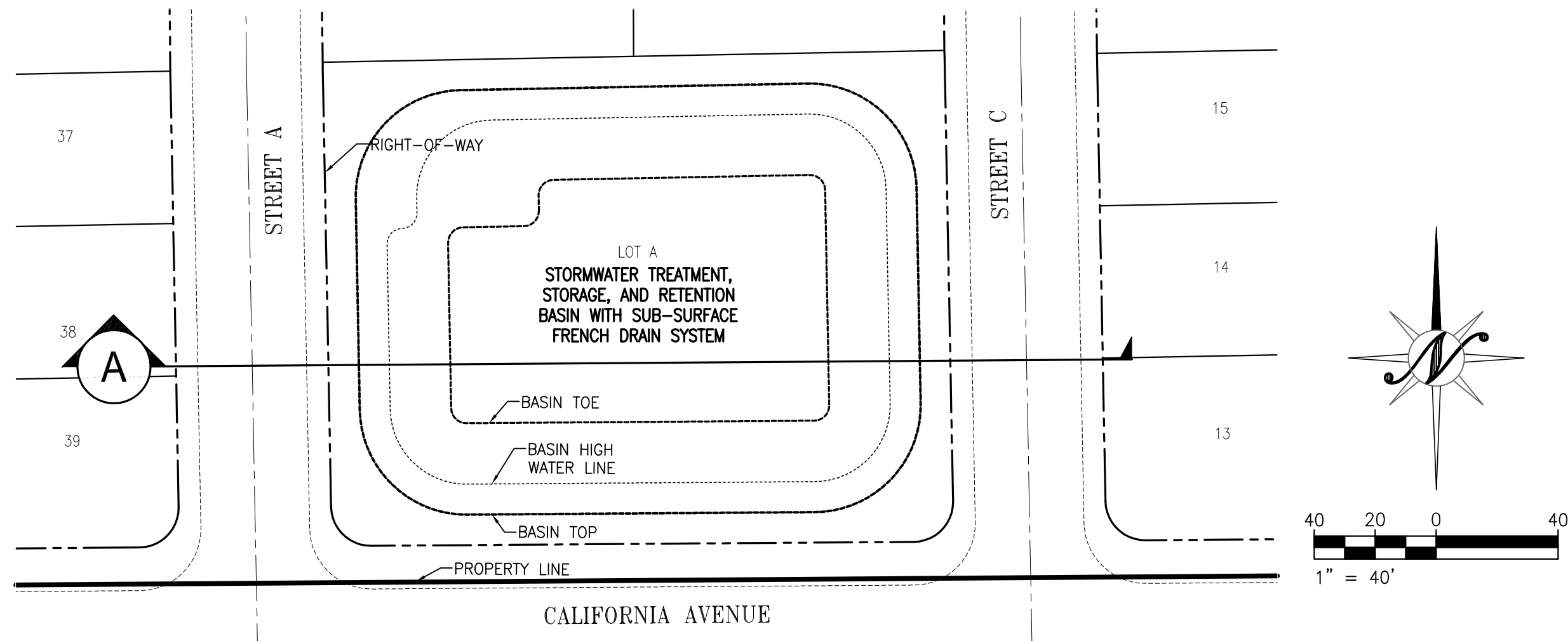
LOT SIZES	DESIGN GUIDELINES	CITY MUNICIPAL CODE
	5,000 sq. ft. min	5,000 sq. ft. min
Minimum Width (mid-block/corner) [a]	50' / 55'	50' / 55'
Minimum Frontage (knuckles)	35'	35'
FRONT SETBACKS [b]		
Garage [c]	20'	20'
Living Area (1st floor) [c]	15'	10'
Living Area (2nd floor) [c]	15'	10'
Porches [c]	10'	-
REAR SETBACKS		
Living Area	10'	5'
Patio Covers [d] [e]	5'	-
SIDE SETBACKS [b] [h]		
Living Area first floor (interior side) [e]	5'	5'
Living Area (corner side) [e]	10'	10'
LOT COVERAGE		
Total Lot Coverage	50%	50%

- [a] Minimum frontage for lots fronting cul-de-sacs and knuckles to be 35' minimum along the right of way.
- [b] Dwelling unit & wall/fencing shall be located outside the "clear vision triangle" at street intersections.
- [c] Setback measured from the back of sidewalk and a minimum of 5' from side property line except on corner lots where 10' is required.
- [d] Patio covers should not exceed 30 percent of the size of the usable private open space. Setback is measured from support structures. Up to 24" overhang is permitted. No part of the structure shall be closer than 5' to property line not including building eaves.
- [e] Includes attached garages and patio covers.
- [f] Minor architectural projections, such as fireplaces and bay windows, may project into a setback or separation by up to 2 feet for a length not to exceed 10 feet or 20 percent of the building elevation length, minimum 3' clearance, excluding A/C units.
- [g] Fragments less than 10' will not be counted toward the common open space area.
- [h] Detached garages may be attached to the main house by a breezeway so long as the breezeway is open, post supported and the garage and house meet 1 hour fire wall ratings as stipulated by the UBC.

Appendix C: Storm Drainage Basin Design Calculations

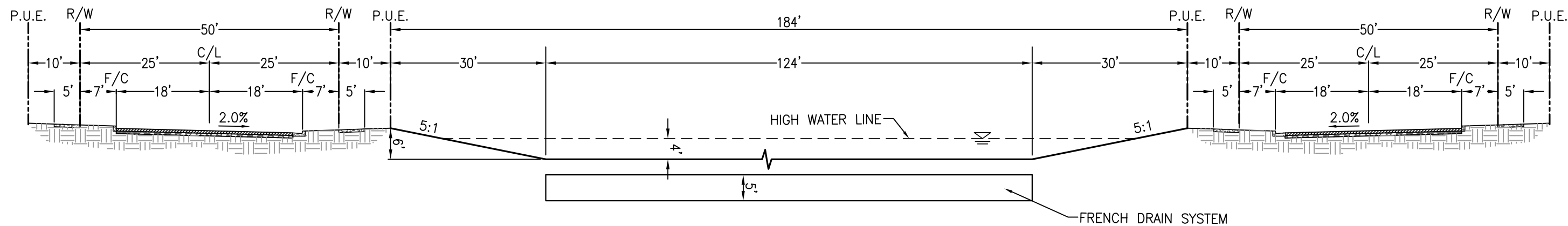
RIVER RUN SUBDIVISION

PRELIMINARY BASIN CROSS-SECTION



STORMWATER DRAINAGE BASIN PLAN VIEW

NTS



A STORMWATER DRAINAGE BASIN CROSS-SECTION

NTS



River Run Stormwater Storage Design

Composite "C" Calculations

Date: 11/16/2016

Designer: APD

Sht: 1 of 3

Composite "C" Calculations

Per City of Riverbank Design Standards

DESCRIPTION	ID	DESCRIPTION	"C" PER / UNIT AC
Low Density Residential	LDR	5 DU/AC	0.55
Basin Area (below High Water Elevation)	BASIN	-	1.00
Park Area (above High Water Elevation)	PARK	-	0.20

Total Project Site Area					
DESCRIPTION		SUB AREA DESC.	AREA (ac)	"C"	C*A
Low Density Residential	LDR	1A	9.26	0.55	5.09
Basin Area (below High Water Elevation)	BASIN	1B	0.43	1.00	0.43
Park Area (above High Water Elevation)	PARK	1C	0.32	0.20	0.06
			10.01		5.59

Weighted Basin "C" Value ==> 0.56



River Run Stormwater Storage Design

Basin Design Calculations

Date: 11/16/2016

Designer: APD

Sht: 2 of 3

BASIN - Design Calculations

Per City of Riverbank Design Standards

Volume Requirements:

Design Frequency =

100

 Year 24 Hr
Runoff, R =

3.4

 inches 0.28 ft. Urbanized Areas

	C	R (ft.)	A (ac)	V (ac-ft.)
Total Project Site Runoff	0.56	0.28	10.01	1.58
	Total		10.01	1.58

Required Volume of Storage (100%) =

2,554

 cy

1.58

 ac-ft.

68,955

 cf.

Effect to site

0.16

 ft.

Volume Calculations: STORM

Lowest T.C. =

146.0

 Assumed
Basin H.W.L. =

144.0

 Water Surface Area =

18,786

 sf
Basin Toe Elev. =

140.0

 Bottom Surface Area =

9,443

 sf
Basin Low Point =

140.0

 Low Point Surface Area =

0

 sf
Water Depth = 4.0 ft. Average Area = 14,115 sf

Basin Volume =

2,091

 cy

1.30

 ac-ft.

56,458

 cf.

General Requirements:

Max Water Surface Elev: 6" below lowest inlet
Freeboard: 2 feet
Dual Use Basin Requirements 5 to 1 Side Slopes
Landscaping
2% Basin bottom to outlet
Depth of Basin: Maximum depth of 6 ft.
Depth of Water: Maximum depth of 4 ft.
Time: Empty within 48 hrs



River Run Stormwater Storage Design

Sub-Drain Design Calculation

Date: 11/16/2016

Designer: APD

Sht: 3 of 3

SUB-DRAIN - Design Calculations

Per City of Riverbank Design Standards

Total Basin Stormwater Storage Required: cy ac-ft. cf.

Total Above Ground Storage Available: cy ac-ft. cf.

Total Sub-Drainage Storage Required: cy ac-ft. cf.

Total Storage In Pipe:

Length	380.00	ft.
Pipe Size	5.00	ft.
Pipe Area	19.63	sf

Volume in Pipe cy ac-ft. cf.

Total Storage in Rock:

Depth Rock	8.00	ft.
Height Rock	8.00	ft.
Trench Area	64.00	sf.
Trench Area Less Pipe	44.37	sf.
Rock Voids	0.30	

Volume in Rock cy ac-ft. cf.

Total Volume in Sub-Drain System: cy ac-ft. cf.
OK OK OK

Appendix D: Utility System Map

RIVER RUN

PRELIMINARY UTILITY LAYOUT



LEGEND

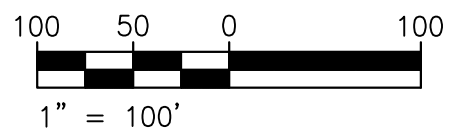
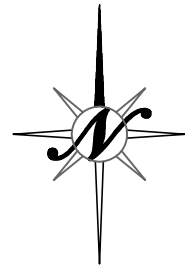
STORM DRAIN CURB INLET
 STORM LINE AND MANHOLE
 SANITARY SEWER LINE AND MANHOLE
 WATER VALVE
 FIRE HYDRANT
 WATER LINE
 IRRIGATION LINE AND MANHOLE

EXISTING

N/A
 N/A
 N/A
 ⊗
 ⚓

PROPOSED

—
 —
 —
 —
 —
 —



River Run Subdivision - Stanislaus County, Annual

River Run Subdivision

Stanislaus County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Single Family Housing	51.00	Dwelling Unit	9.10	91,800.00	146

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	46
Climate Zone	3			Operational Year	2020
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Revised Acreage

Construction Phase -

Construction Off-road Equipment Mitigation - Changed fleet tier

Mobile Land Use Mitigation -

Area Mitigation -

River Run Subdivision - Stanislaus County, Annual

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	40	0
tblLandUse	LotAcreage	16.56	9.10
tblProjectCharacteristics	OperationalYear	2018	2020

2.0 Emissions Summary

River Run Subdivision - Stanislaus County, Annual

2.1 Overall Construction

Unmitigated Construction

[illegible]

Mitigated Construction

[illegible][illegible]

River Run Subdivision - Stanislaus County, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	5-1-2018	7-31-2018	1.1221	1.1221
2	8-1-2018	10-31-2018	0.7939	0.7939
3	11-1-2018	1-31-2019	0.7683	0.7683
4	2-1-2019	4-30-2019	0.6933	0.6933
5	5-1-2019	7-31-2019	0.3816	0.3816
		Highest	1.1221	1.1221

2.2 Overall Operational

Unmitigated Operational

[illegible]

River Run Subdivision - Stanislaus County, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area		0.0509				0.2784	0.2784									63.9410
Energy		0.0755				6.1000e-003	6.1000e-003									228.1612
Mobile		1.7554			0.4848	9.5700e-003	0.4943									734.0668
Waste						0.0000	0.0000									26.4325
Water						0.0000	0.0000									11.9153
Total		1.8818			0.4848	0.2940	0.7788									1,064.5168

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	4.79	0.00	0.00	9.75	0.32	6.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.07

3.0 Construction Detail**Construction Phase**

River Run Subdivision - Stanislaus County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2018	5/28/2018	5	20	
2	Site Preparation	Site Preparation	5/29/2018	6/11/2018	5	10	
3	Grading	Grading	6/12/2018	7/9/2018	5	20	
4	Building Construction	Building Construction	7/10/2018	5/27/2019	5	230	
5	Paving	Paving	5/28/2019	6/24/2019	5	20	
6	Architectural Coating	Architectural Coating	6/25/2019	7/22/2019	5	20	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 0

Residential Indoor: 185,895; Residential Outdoor: 61,965; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

River Run Subdivision - Stanislaus County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	1	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

River Run Subdivision - Stanislaus County, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	18.00	5.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	4.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Clean Paved Roads

3.2 Demolition - 2018

Unmitigated Construction On-Site

[illegible]

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3.2 Demolition - 2018

Unmitigated Construction Off-Site

[illegible]

Mitigated Construction On-Site

[illegible]

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3.2 Demolition - 2018

Mitigated Construction Off-Site

[illegible]

3.3 Site Preparation - 2018

Unmitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.3 Site Preparation - 2018

Unmitigated Construction Off-Site

[illegible]

Mitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.3 Site Preparation - 2018

Mitigated Construction Off-Site

[illegible]

3.4 Grading - 2018

Unmitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.4 Grading - 2018

Unmitigated Construction Off-Site

[illegible]

Mitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.4 Grading - 2018

Mitigated Construction Off-Site

[illegible]

3.5 Building Construction - 2018

Unmitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.5 Building Construction - 2018

Unmitigated Construction Off-Site

[illegible]

Mitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.5 Building Construction - 2018

Mitigated Construction Off-Site

[illegible]

3.5 Building Construction - 2019

Unmitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.5 Building Construction - 2019

Unmitigated Construction Off-Site

[illegible]

Mitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.5 Building Construction - 2019

Mitigated Construction Off-Site

[illegible]

3.6 Paving - 2019

Unmitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.6 Paving - 2019

Unmitigated Construction Off-Site

[illegible]

Mitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.6 Paving - 2019

Mitigated Construction Off-Site

[illegible]

3.7 Architectural Coating - 2019

Unmitigated Construction On-Site

[illegible]

River Run Subdivision - Stanislaus County, Annual

3.7 Architectural Coating - 2019

Unmitigated Construction Off-Site

[illegible]

Mitigated Construction On-Site

[illegible]

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3.7 Architectural Coating - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling		0.0000			0.0000	0.0000	0.0000									0.0000
Vendor		0.0000			0.0000	0.0000	0.0000									0.0000
Worker		1.4000e-004			3.2000e-004	0.0000	3.2000e-004									0.3036
Total		1.4000e-004			3.2000e-004	0.0000	3.2000e-004									0.3036

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Increase Density

Increase Diversity

Improve Walkability Design

Improve Destination Accessibility

Increase Transit Accessibility

Improve Pedestrian Network

Provide Traffic Calming Measures

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated		1.7554			0.4848	9.5700e-003	0.4943									734.0668
Unmitigated		1.8500			0.5371	0.0105	0.5476									802.8639

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Single Family Housing	485.52	505.41	439.62	1,412,150	1,274,465
Total	485.52	505.41	439.62	1,412,150	1,274,465

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Single Family Housing	10.80	7.30	7.50	48.40	13.90	37.70	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Single Family Housing	0.501303	0.035285	0.172289	0.136094	0.027047	0.006047	0.027345	0.084787	0.001820	0.001183	0.004865	0.000869	0.001067

5.0 Energy Detail

River Run Subdivision - Stanislaus County, Annual

Historical Energy Use: N

5.1 Mitigation Measures Energy

[illegible]

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5.2 Energy by Land Use - NaturalGas

Unmitigated

[illegible]

Mitigated

[illegible]

River Run Subdivision - Stanislaus County, Annual

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Single Family Housing	480275				140.2649
Total					140.2649

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Single Family Housing	480275				140.2649
Total					140.2649

6.0 Area Detail**6.1 Mitigation Measures Area**

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Use Electric Lawnmower

Use Electric Leafblower

Use Electric Chainsaw

[illegible]

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6.2 Area by SubCategory

Unmitigated

[illegible]

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6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating						0.0000	0.0000									0.0000
Consumer Products						0.0000	0.0000									0.0000
Hearth		0.0466				0.2763	0.2763									63.3132
Landscaping		4.3700e-003				2.0700e-003	2.0700e-003									0.6279
Total		0.0509				0.2784	0.2784									63.9410

7.0 Water Detail**7.1 Mitigation Measures Water**

River Run Subdivision - Stanislaus County, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated				11.9153
Unmitigated				11.9153

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Single Family Housing	3.32286 / 2.09484				11.9153
Total					11.9153

River Run Subdivision - Stanislaus County, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Single Family Housing	3.32286 / 2.09484				11.9153
Total					11.9153

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated				26.4325
Unmitigated				26.4325

River Run Subdivision - Stanislaus County, Annual

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Single Family Housing	52.56				26.4325
Total					26.4325

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Single Family Housing	52.56				26.4325
Total					26.4325

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

River Run Subdivision - Stanislaus County, Annual

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

December 9, 2016

Mr. John Anderson
City of Riverbank
c/o J.B. ANDERSON LAND USE PLANNING
139 S. Stockton Avenue
Ripon, CA 95366

RE: RIVER RUN SUBDIVISION: TRAFFIC IMPACT ASSESSMENT

Dear Mr. Anderson:

This letter summarizes our investigation into the traffic impacts associated with the River Run Subdivision in Riverbank. The 9 acre project proposes 50 single family lots at the corner of California Avenue and Central Avenue in eastern Riverbank. The site was the subject of a prior traffic study prepared by our firm, and you have asked whether the traffic impacts identified and mitigation measures previously prescribed remain valid and adequate to reduce this project's impacts to a less than significant level.

Approach. To answer your question we have reviewed the prior traffic study and compared this document to more recent traffic studies completed in this area of Riverbank to determine whether background conditions have appreciably changed and whether long term cumulative forecasts are now different. We have also considered the difference between this project and the prior approved site proposal in terms of vehicular trip generation.

Conclusions. Based on consideration of available evidence, the impacts of River Run are likely to be similar or less than those associated with the approved project, and the mitigation measures originally prescribed are sufficient to reduce the project's impacts to a less than significant level.

Background Information. The subject site was included in the *Traffic Impact Analysis for Willow Equities Projects, KDA, February 17, 2005*. At that time the site was called the Willow-Meciadis / Pyun Subdivision, and 100 single dwelling units were assumed. That traffic study concluded that the project would incrementally increase the length of delays at the **Claus Road / Patterson Road intersection** and the **SR 108 / Claus Road intersection**. The traffic study also concluded that the project would increase the number of school age children crossing Claus Road to reach California Avenue School. The traffic study noted that the City had secured funding for Claus Road / Patterson Road signal and that no mitigation was required for that intersection. The traffic study concluded that the original project did not trigger the need for improvements but should contribute its fair share to the cost of traffic signals at Claus Road / SR 108 and Claus Road / California Avenue. The traffic study also noted the need for "Safe Routes to School" from the project to neighborhood schools. The traffic study noted that the original project could advance funds in lieu of impact fees to cover the cost of traffic signal PS&E at Claus Road / California Avenue in order to accelerate that improvement project. The traffic study evaluated the cumulative impacts of other development proposals that existed at that time, but no additional impacts or mitigation measures were identified.

Evaluation. The impacts of River Run have been investigated in comparison to the original project.

Trip Generation. The River Run project has half the number of lots planned in 2005. Thus the new project will generate ½ as many trips (i.e., 476 daily, 38 a.m. and 50 p.m. peak hour trips. River Run's impacts could be proportionately less than the original project.

Immediate Impacts. The most recent traffic study addressing the eastern Riverbank area was the *Traffic Impact Analysis for Downtown Riverbank Specific Plan, KDA, June 1, 2010*. That study evaluated intersections on Claus Road, as well as Claus Road and Patterson Road themselves. That study concluded that a traffic signal remained needed at the Claus Road / SR 108 intersection, but that current traffic conditions at other locations in the area of River Run met City minimum standards. Based on this information River Run would still have an incremental impact at the Claus Road / SR 108 intersection and would continue to mitigate that impact by paying adopted traffic impact fees.

The project would create proportionately fewer school age pedestrians than the original project. While safe routes to school are needed, an enhanced pedestrian crossing has already been installed at the Claus Road / California Avenue intersection, and a separate pedestrian path exists along the Riverbank HS's boundary on California Avenue and on Central Avenue to the project site. As a result, standard project frontage improvements on California Avenue and on Central Avenue would address the original report's requirement for a "Safe Route to School".

Cumulative Impacts. The most recent traffic study for the Downtown Specific Plan evaluated Year 2030 conditions assuming development permitted under the City of Riverbank General Plan, including the River Run site. That document did not identify additional impacts to streets in the area of River Run, but did confirm the need for traffic signals that had been previously identified.

The City of Riverbank updated its traffic impact fee program since the original project was approved in 2005. Traffic signals on Claus Road at SR 108, Santa Fe Street and California Avenue remain in the program, as well as signals on Patterson Road at 1st Street, 3rd Street and 8th Street. Thus, the River Run Subdivision will be able to mitigate its cumulative impact and pay its fair share towards the cost of city-wide improvements by paying adopted fees.

Thank you for contacting our firm. Please feel free to call me if you have any questions.

Sincerely Yours,

KD Anderson & Associates, Inc.



Kenneth D. Anderson, P.E.
President

W H H R

**TRAFFIC IMPACT ANALYSIS FOR
WILLOW EQUITIES PROJECTS**

Riverbank, California

Prepared For

WILLOW EQUITIES, INC

1783 Hest Avenue

San Jose, CA 95128

Prepared By

kdANDERSON Transportation Engineers

3853 Taylor Road, Suite G

Loomis, CA 95650

(916) 660-1555

February 17, 2005

9430-01

Willow Equities.rpt

KD Anderson

Transportation Engineers

**TRAFFIC IMPACT ANALYSIS FOR
WILLOW EQUITIES PROJECTS**
Riverbank, California

Prepared For

WILLOW EQUITIES, INC
1783 Hest Avenue
San Jose, CA 95128

Prepared By

kdANDERSON Transportation Engineers
3853 Taylor Road, Suite G
Loomis, CA 95650
(916) 660-1555

February 17, 2005

9430-01

Willow Equities.rpt

KD Anderson
Transportation Engineers

**TRAFFIC IMPACT ANALYSIS FOR
WILLOW EQUITIES PROJECTS**
Riverbank, California

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February 17, 2005

KDA

TRAFFIC IMPACT ANALYSIS FOR WILLOW EQUITIES PROJECTS

Riverbank, California

INTRODUCTION

Background

Project Description. The proposed project involves annexation and eventual development of three parcels totaling about 35 acres in eastern Riverbank, as shown in Figure 1. The "Willow-Fong" project is located north of the BN & SF railroad tracks east of Claus Road between Sante Fe Avenue and the proposed extension of Sierra Street. This 6.7 acre area is planned for residential development at a density of approximately 11 du's per acre. Access to the site will be primarily from Sante Fe Street and Sierra Street. The site is currently designated Medium Density Residential in the City of Riverbank General Plan.

The "Willow-White" project is located north of the BN & SF railroad tracks west of Snediger Road between Sante Fe Avenue and the railroad tracks. This 18.8 acre project area is planned for residential development at a density of approximately 11 du's per acre. Access to the site will be primarily from Sante Fe Street and Snediger Road. The site is currently designated Medium Density Residential in the City of Riverbank General Plan.

The "Willow-Meciadis / Pyun" project is located east of Central Avenue on the northeast corner of the intersection of California Street and Central Avenue. This 9.1 acre project area is planned for residential development at a density of approximately 11 du's per acre. Access to the site will be primarily from Central Avenue and California Street. The site is currently designated Medium Density Residential in the City of Riverbank General Plan.

Study Parameters. This study addresses project specific and cumulative traffic impacts. As part of this study available traffic counts conducted in 2003 and 2004 were assembled and new peak hour traffic counts were made at intersections near the project sites in January 2005 when local schools were in session. This data was used to identify current Levels of Service.

Project impacts were evaluated by comparing operating Levels of Service with and without the proposed project. The amount of automobile traffic generated by the project was estimated based on standard trip generation rates, and project trips were assigned to the local street system and to the study intersections. Resulting Levels of Service were evaluated to determine if conditions in excess of the City Riverbank standard could be expected.

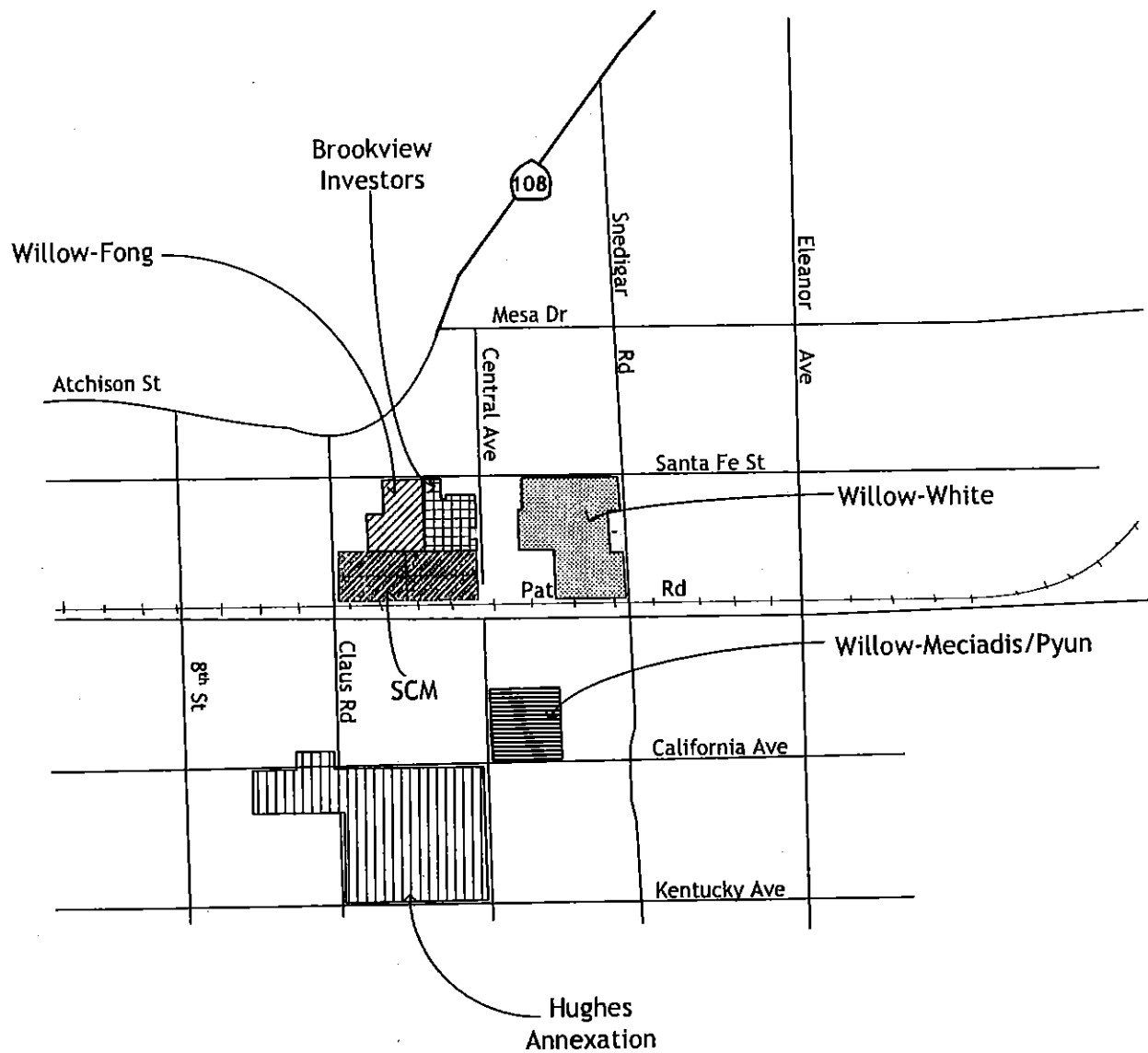
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Cumulative impacts were also investigated. The analysis of future cumulative conditions assumes daily background traffic volume levels presented in the City of Riverbank's *East Riverbank Circulation Study*. This background data was employed to identify future traffic conditions with other planned area development, and projected Levels of Service were again employed to identify the relative impact of the Brookview Investors / Annexation.

EXISTING CONDITIONS

This study deals with many of the streets in the area east of Claus Road immediately north and south of Patterson Road near Riverbank High School, including SR 108, Central Avenue, Snediger Road as well as California Street and Sante Fe Street, as shown in Figure 1 (vicinity map). The text that follows presents information describing these streets.

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Study Area Streets / Intersections

Claus Road is a major arterial street that links Riverbank with the eastern Modesto area. Ultimately Claus Road is envisioned as a four-lane facility, although only portions of the roadway have been widened to that standard. In the area of the proposed project Claus Road is a two-lane road lacking left turn lanes. Sidewalks do not exist along Claus Road. While sidewalks have been installed south of Patterson Road where recent development has occurred and along the Riverbank High School frontage, overall, the sidewalk system is discontinuous.

Recent traffic volume counts reveal that Claus Road carries about 9,395 vehicles per day in the area between Patterson Road and California Avenue intersection, while we estimate that the current daily volume in the area north of Patterson Road is about 9,000 ADT.

Patterson Road is an important regional route that links downtown Riverbank with Oakdale. Patterson road is also designated as an arterial street in the Riverbank Circulation Element and is eventually envisioned as a four lane facility. Today, Paterson Road is a wide two-lane road in the study area. Bicycle lanes have been striped on both sides of the road. The BN & SF RR runs along the north side of Patterson Road.

The **Claus Road / Patterson Road intersection** is located at the northwest corner of Riverbank High School. The intersection is controlled by all-way stop signs. The number of lanes provided on each approach to the intersection varies, with separate left turn, through, and right turn lanes striped on the northbound approach, and a separate right turn lane on the southbound approach across the BN & SF RR. Single lane approaches are provided on Patterson Road. School crosswalks have been striped on all four legs of the intersection.

The City of Riverbank has been successful in obtaining a *Safe Routes to School* grant that will fund a traffic signal at the Claus Road / Patterson Road intersection. Installation of the signal prior to final occupancy of the Willow Equities projects can be expected.

SR 108 is a state highway that links the Oakdale – Riverbank area with the Modesto urban area. Caltrans reports that this two lane road carries an Average Annual Daily Traffic (ADT) volume of about 22,100 vehicles per day in the area east of the Claus Road intersection.

The **Claus Road / SR 108 intersection** is a “tee” intersection controlled by a stop sign on the northbound Claus Road approach. The intersection includes a short right turn lane on the Claus Road leg, and a left turn lane exists on the westbound SR 108 approach. A short acceleration lane exists on westbound SR 108 leaving the intersection.

California Avenue is a two-lane collector street that extends easterly from an intersection on Terminal Avenue across Claus Road and on into the rural area adjoining the Riverbank City limits. California Avenue School lies on the south side of the street immediately west of the annexation area. Sidewalks have been provided in portions of the area west of Claus Road, but not in the area to the east.

Recent traffic counts indicated that California Avenue carries about 480 vehicles per day in the area west of Claus Road, with about 100 vehicles per day to the east.

The **Claus Road / California Avenue intersection** is controlled by stop signs on the California Avenue approaches. Left turn lanes have been striped on Claus Road, but the California Avenue approaches are single lanes. A school crosswalk has been striped across Claus Road north of the intersection.

Sierra Street and **Sante Fe Street** are two lane streets that run parallel to Patterson Road and extend easterly from downtown Riverbank into rural Stanislaus County. Today, Sierra Street ends at Claus Road, but Sante Fe Street continue easterly to a terminus at Richardson Road. Within the City limits west of Claus Road each of these streets is relatively wide, and on-street parking is permitted. East of Claus Road these streets are typically two lane rural roads.

Based on observed peak hour volumes, the daily traffic volume on Sierra Street west of Claus Road is estimated to be about 400 ADT, while the volume on Sante Fe Street is projected at about 600 ADT.

The **Claus Road / Sierra Street intersection** is a "tee" intersection controlled by a stop sign on the eastbound Sierra Street approach. No auxiliary turn lanes exist at this intersection.

The **Claus Road / Sante Fe Street intersection** is controlled by stop signs on the eastbound and westbound Sante Fe Street approaches.

Central Avenue is a local north-south road that traverses the center of the study area. This narrow rural two lane road links Mesa Drive with Sante Fe Street. While Central Avenue continues south of Sante Fe Street, this road does not cross the BN & SF railroad to Patterson Road. California Avenue continues south of Patterson Road as a two lane rural road to Kentucky Avenue.

The **Sante Fe Street / Central Avenue intersection** is a minor intersection controlled by stop signs on the Central Avenue approaches.

The **Patterson Road / California Avenue intersection** is a "tee" intersection controlled by a stop sign on the northbound California Avenue approach.

The **California Avenue / Central Avenue intersection** is a minor intersection controlled by stop signs on the Central Avenue approaches.

Snediger Road is a designated collector street in the Riverbank General Plan. This road extends southerly from an intersection on SR 108 across Patterson Road to an intersection at Kentucky Avenue. This two lane rural road carries about 500 vehicles per day.

The **SR 108 / Snediger Road intersection** is controlled by stop signs on the northbound Snediger Road approach. No auxiliary turn lanes exist at this intersection.

Mesa Drive is a two lane rural road that extends easterly from an intersection on SR 108 to Langworth Road. Today Mesa Drive carries about 200 vehicles per day.

The **SR 108 / Mesa Drive intersection** is a "tee" intersection controlled by a stop sign on the westbound Mesa Drive approach. There are no auxiliary turn lanes at this intersection.

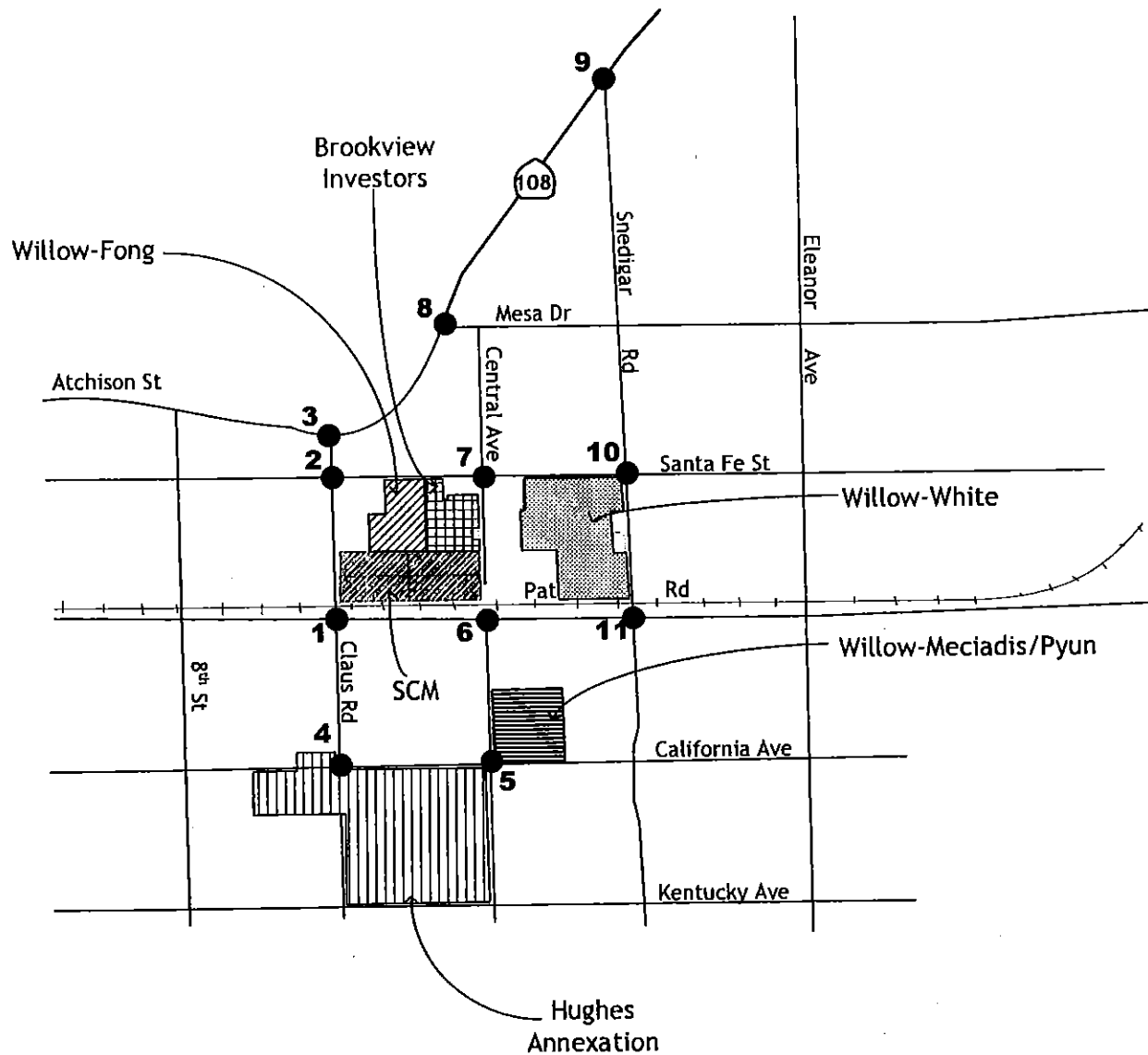
Existing Traffic Volumes

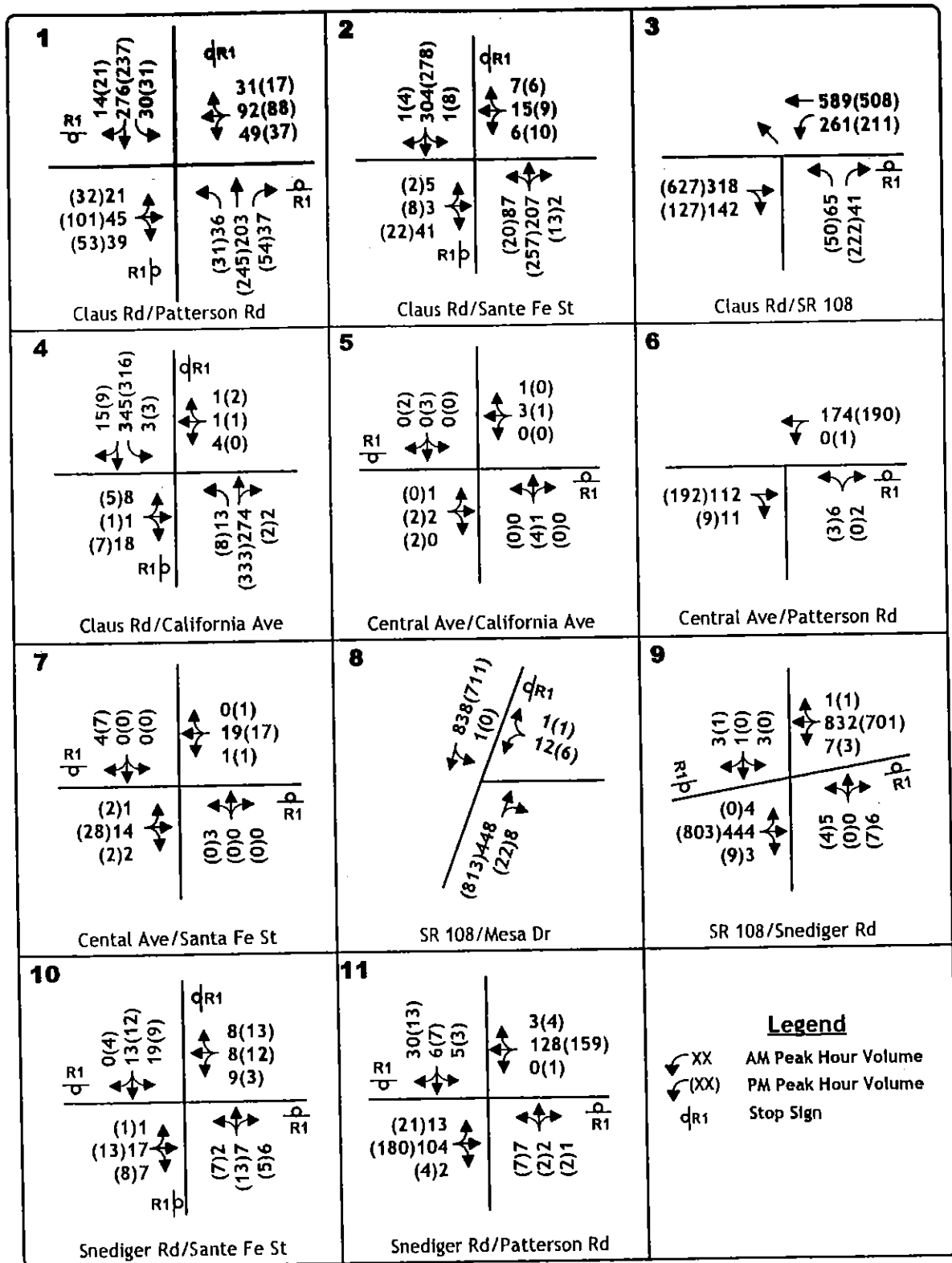
Traffic volume data was obtained from a.m. / p.m. peak hour traffic counts conducted by the consultant for other recent traffic studies, as well as from new counts conducted in January 2005. Figure 2 indicates the location of study intersections, while Figure 3 displays existing traffic volumes.

Levels of Service - Methodology

To assess the quality of existing traffic conditions, Levels of Service were calculated at study area intersections. "Level of Service" (LOS) is a qualitative measure of traffic operating conditions whereby a letter grade "A" through "F", corresponding to progressively worsening operating conditions, is assigned to an intersection or roadway segment. Table 1 presents criteria associated with each LOS grade, consistent with methodologies as used for other recent traffic analyses conducted in the area. The City of Riverbank has established LOS "C" as the long range planning standard for the community, and for this study LOS "C" is the desirable operational threshold for intersections.

At unsignalized intersections, gap acceptance and corresponding delays to waiting motorists are used for Level of Service analysis. Procedures used for calculating unsignalized intersection Level of Service are as presented in the 2000 Highway Capacity Manual. Levels of Service at unsignalized intersections, which are controlled by side street stop signs, are indicative of the magnitude of the delay incurred by motorists that must yield the right of way at an intersection. An overall Level of Service is also developed based on the average delay to all vehicles that must yield the right of way.





Because these calculations are influenced by delays to through traffic flow (which is assumed to flow freely) peak hour traffic signal warrant analysis was also performed to confirm the significance of calculated delays. While the unsignalized Level of Service may indicate long delays (i.e., LOS "E" to "F"), traffic conditions are generally not assumed to be unacceptable unless signal warrants are satisfied. Meeting signal warrants signifies that intersection improvements may be warranted, but does not indicate that installation of a signal is the only way to mitigate conditions. It is often possible to improve operations with additional lanes or improved geometrics to reduce delays, or some turning movements may be restricted.

**TABLE 1
LEVEL OF SERVICE DEFINITIONS**

Level of Service	Signalized Intersection	Unsignalized Intersection	Roadway (Daily)
"A"	Uncongested operations, all queues clear in a single-signal cycle. Delay ≤ 10.0 sec	Little or no delay. Delay ≤ 10 sec/veh	Completely free flow.
"B"	Uncongested operations, all queues clear in a single cycle. Delay > 10.0 sec and ≤ 20.0 sec	Short traffic delays. Delay > 10 sec/veh and ≤ 15 sec/veh	Free flow, presence of other vehicles noticeable.
"C"	Light congestion, occasional backups on critical approaches. Delay > 20.0 sec and ≤ 35.0 sec	Average traffic delays. Delay > 15 sec/veh and ≤ 25 sec/veh	Ability to maneuver and select operating speed affected.
"D"	Significant congestions of critical approaches but intersection functional. Cars required to wait through more than one cycle during short peaks. No long queues formed. Delay > 35.0 sec and ≤ 55.0 sec	Long traffic delays. Delay > 25 sec/veh and ≤ 35 sec/veh	Unstable flow, speeds and ability to maneuver restricted.
"E"	Severe congestion with some long standing queues on critical approaches. Blockage of intersection may occur if traffic signal does not provide for protected turning movements. Traffic queue may block nearby intersection(s) upstream of critical approach(es). Delay > 55.0 sec and ≤ 80.0 sec	Very long traffic delays, failure, extreme congestion. Delay > 35 sec/veh and ≤ 50 sec/veh	At or near capacity, flow quite unstable.
"F"	Total breakdown, stop-and-go operation. Delay > 80.0 sec	Intersection blocked by external causes. Delay > 50 sec/veh	Forced flow, breakdown.

Sources: 2000 Highway Capacity Manual.

Existing Levels of Service

Table 2 summarizes existing Levels of Service at the study intersections. As shown, relatively long delays occur at the SR 108 / Claus Road intersection, and the observed traffic volumes satisfy Caltrans Warrant No. 11 (peak hour volume). While motorists at other unsignalized locations on SR 108 experience moderate delays, none of the other study locations carry traffic volumes large enough to satisfy traffic signals warrants

**TABLE 2
EXISTING PEAK HOUR INTERSECTION LEVELS OF SERVICE**

Location	Existing Control	A.M. Peak Hour		P.M. Peak Hour		Signal Warranted?
		Average Delay (sec)	Level of Service	Average Delay (sec)	Level of Service	
Patterson Road / Claus Road	All-way Stop	12.2 sec	B	12.7 sec	B	Yes*
Claus Road / Sante Fe Street (overall)	EB/WB Stop	(10.6 sec)	(B)	(11.4 sec)	(B)	No
NB left turn		8.0 sec		7.9 sec		
SB left turn		7.7 sec		7.9 sec		
EB left+thru+right turn		12.0 sec		11.9 sec		
WB left+thru+right turn		16.3 sec		14.6 sec		
SR 108 / Claus Road (overall)	NB Stop	(31.0 sec)	(D)	(35.4 sec)	(E)	Yes
WB left turn		9.8 sec		11.6 sec		
NB left+right turn		57.9 sec		53.7 sec		
Claus Road / California Street (overall)	EB /WB Stop	(12.0 sec)	(B)	(9.7 sec)	(A)	No
NB left turn		8.2 sec		8.1 sec		
SB left turn		7.9 sec		8.1 sec		
EB left+thru+right turn		13.0 sec		13.4 sec		
WB left+thru+right turn		15.5 sec		12.3 sec		
California Street / Central Ave (overall)	NB-SP Stop	(8.2 sec)	(A)	(8.9 sec)	A	No
EB left turn		7.2 sec		-		
WB left turn		-		-		
NB left+thru+right turn		9.1 sec		9.1 sec		
SB left+thru+right turn		-		8.8 sec		
Patterson Road / Central Ave (overall)	NB Stop	(10.1 sec)	(B)	(10.1 sec)	(B)	No
EB left turn		-		7.7 sec		
NB left+right turn		10.1 sec		10.9 sec		
Sante Fe Ave / Central Ave (overall)	NB / SB Stop	(8.3 sec)	(A)	(8.1 sec)	(A)	No
EB left turn		7.3 sec		7.3 sec		
WB left turn		7.3 sec		7.3 sec		
NB approach		8.8 sec		-		
SB approach		8.4 sec		8.4 sec		

TABLE 2 CONT'D
EXISTING PEAK HOUR INTERSECTION LEVELS OF SERVICE

Location	Existing Control	A.M. Peak Hour		P.M. Peak Hour		Signal Warranted?
		Average Delay (sec)	Level of Service	Average Delay (sec)	Level of Service	
SR 108 / Mesa Drive (overall) SB left turn WB left + right turn	WB Stop	(28.7 sec) 8.5 sec 30.1 sec	(D)	(34.2 sec) - 34.2 sec	(D)	No
SR 108 / Snediger Road (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB/SB Stop	(18.0 sec) 10.0 sec 8.4 sec 24.9 sec 29.1 sec	(C)	(26.2 sec) - 9.9 sec 31.3 sec 14.1 sec	(D)	No
Sante Fe Street / Snediger Road (overall) EB left turn WB left turn NB left+thru+right SB left+thru+right	NB/SB Stop	(8.7 sec) 7.3 sec 7.3 sec 9.0 sec 9.3 sec	(A)	(9.0 sec) 7.3 sec 7.3 sec 9.1 sec 9.2 sec	(A)	No
Patterson Road / Snediger Road (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB/SB Stop	(9.5 sec) 7.5 sec - 10.8 sec 9.7 sec	(A)	(9.7 sec) 7.6 sec 7.7 sec 11.8 sec 10.6 sec	(A)	No
* traffic signal not warranted by current volume but being installed under Safe Route to School program						

Pedestrian Facilities

Sidewalks exist today at various locations within the study area, but in many instances the area roads are two lane rural facilities without sidewalks. Sidewalks are important as they provide safe routes for school children to Riverbank High School (SE Corner of Patterson Road / Claus Road), and to the existing middle school (North of Sante Fe Avenue near 7th Street)

Review of the study area reveals that sidewalks exist on Sierra Street west of Claus Road and on a portion of Sante Fe Street immediately east of Claus Road. However, along other streets pedestrians are required to walk along the paved shoulder (Claus Road and Sante Fe Street west of Claus Road), or walk along unpaved shoulders.

PROJECT TRAFFIC IMPACTS

Project Characteristics

Trip Generation. The amount of traffic that is expected to be generated by the three Willow Equities projects has been estimated through application of standard trip generation rates published by the Institute of Transportation Engineers. These rates are summarized in Table 3.

**TABLE 3
TRIP GENERATION RATES**

ITE Category	Description	Unit	Trip Generation per Unit						
			Daily	AM			PM		
				% In	% Out	Total	% In	% Out	Total
210	Single Family Residential	dwelling	9.57	25%	75%	0.75	64%	36%	1.01
Source: Institute of Transportation Engineers <i>Trip Generation</i> , 7 th Edition									

As shown in Table 4, we expect the three Willow Equities subdivisions to generate about 3,646 daily trips with 286 trips occurring during the a.m. peak hour and 385 trips generated during the p.m. peak hour.

**TABLE 4
TRIP GENERATION FORECAST**

ITE Category	Description	Quantity	Trip Generation						
			Daily	AM			PM		
				In	Out	Total	In	Out	Total
Proposed Willow Equities Projects									
210	Willow-Fong	74 du's	708	14	42	56	48	27	75
210	Willow-White	207 du's	1,981	39	116	155	134	75	209
210	Willow-Meciadis / Pyun	100 du's	957	19	56	75	65	36	101
	Total	381 du's	3,646	72	214	286	247	138	385

Trip Distribution. The trips attracted to and from the site will have destination in various locations in Riverbank, Oakdale, and surrounding communities. For this analysis the distribution of new trips was based on review of current traffic patterns at study area intersections, as well as the general location of schools, shopping and employment in the community. Table 5 presents the distribution assumptions for residential projects in this area of Riverbank.

TABLE 5
TRIP DISTRIBUTION ASSUMPTIONS

Direction	Percentage of Total New Trips
West via Patterson Road	40.0%
East via Patterson Road	5.0%
West via Sierra Street	10.0%
West via Sante Fe Street	5.0%
West via SR 108	7.5%
East via SR 108	7.5%
South via Claus Road	25.0%
Total	100.0%

Trip Assignment. A.m. and p.m. peak hour trips generated by the project were assigned to the local street system assuming access to Sierra Street and Central Avenue. Figure 4 presents the assignment of traffic generated by the three projects.

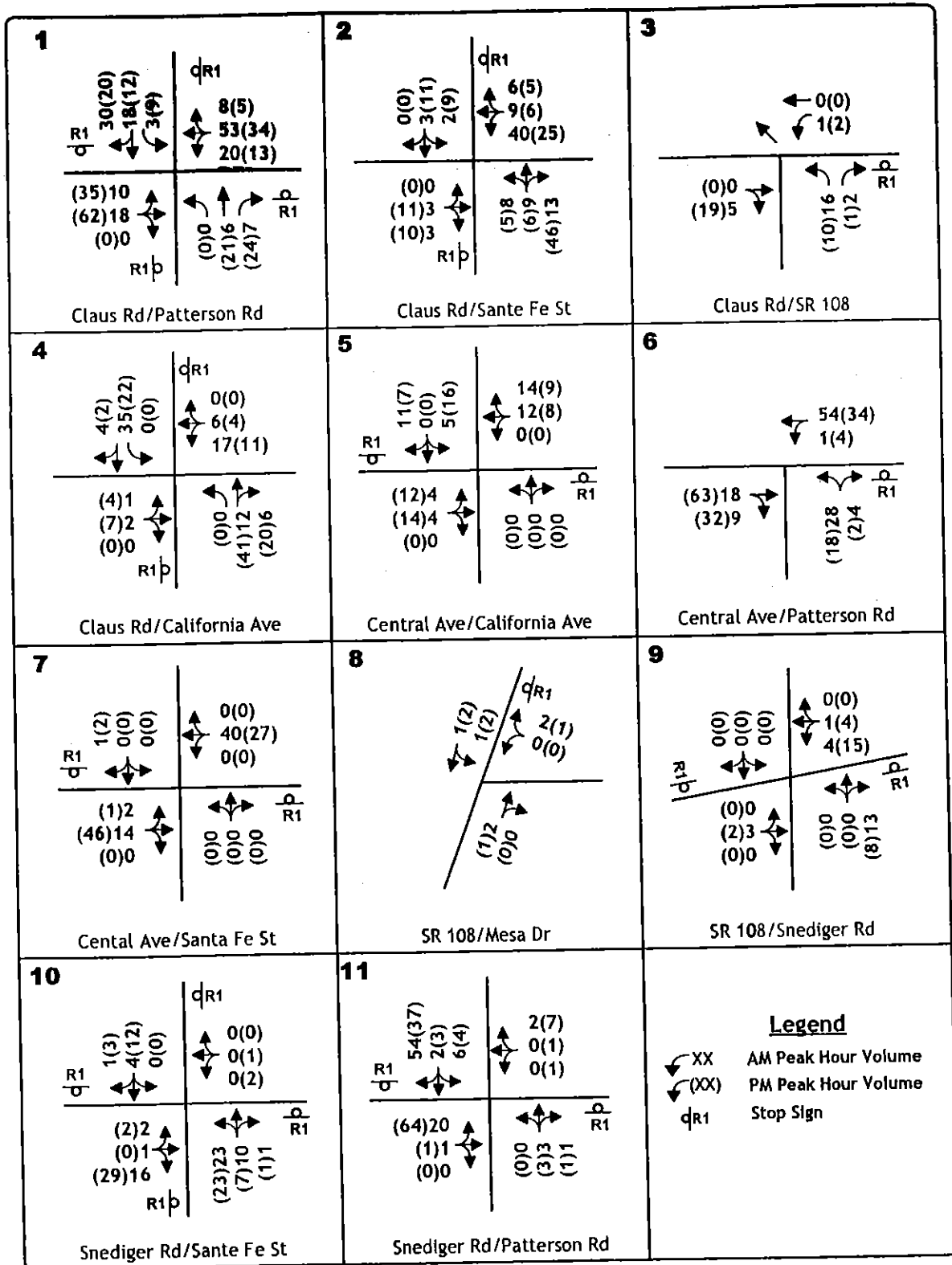
Existing Plus Project Levels of Service

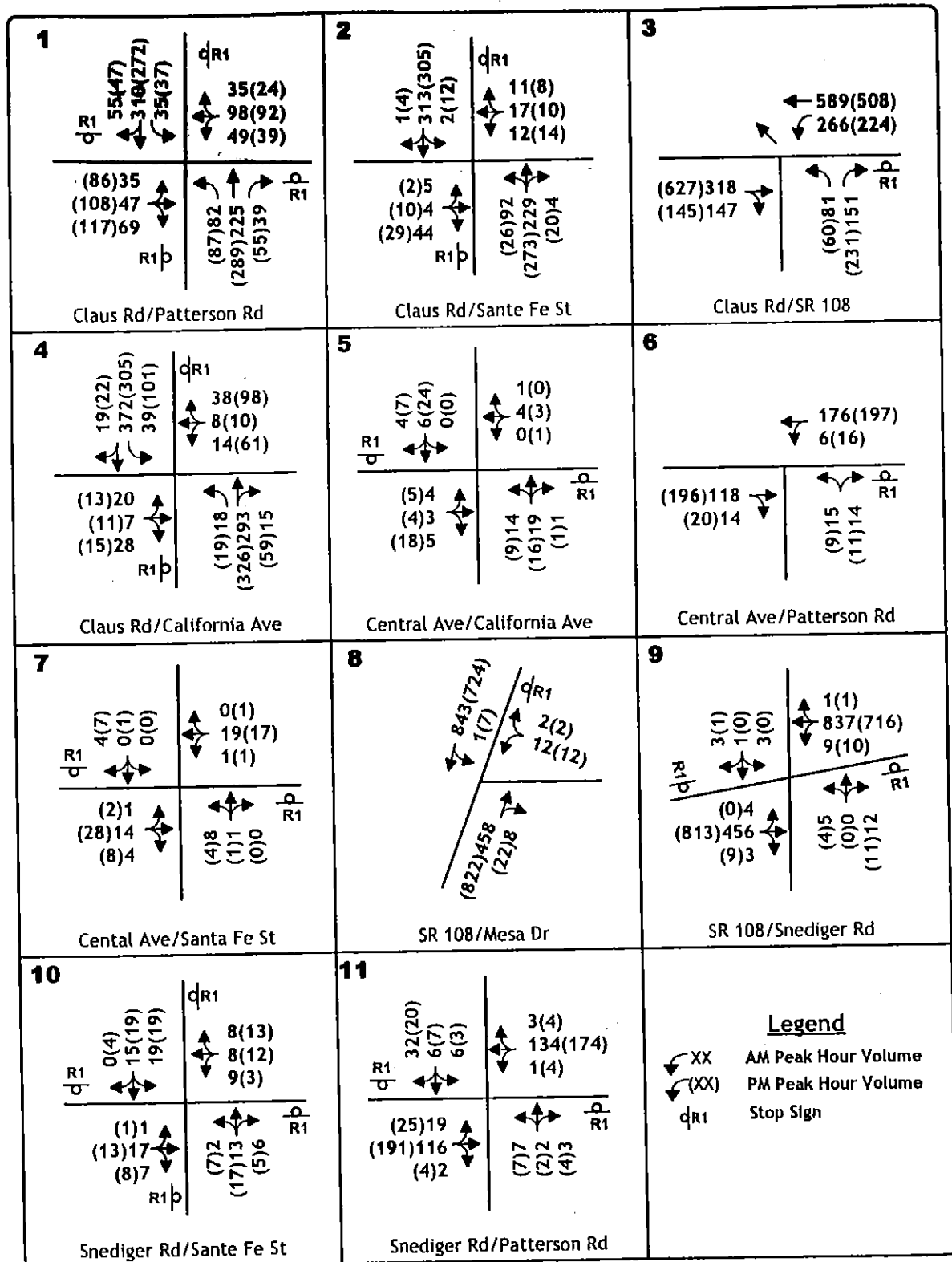
Because adjoining projects can be expected to be occupied by the time that the Willow Equities projects are completed, the impacts of the Willows Equities projects were evaluated assuming that these neighboring projects are completed. This analysis assumes that the Hughes Annexation at Claus Road / California Avenue, the SCM Homes project on Sierra Avenue, and the Brookview Investors project at Central Avenue / Sante Fe Avenue are all developed. Assumptions regarding trip generation and assignment for these projects were taken from the traffic studies for each development.

Figure 5 presents the "Existing Plus Approved Projects Base" condition. Figure 6, 7, 8 and 9 present the following "plus project" traffic volumes:

- Figure 5 Existing Plus Approved Projects WITHOUT Willows Equities
- Figure 6 Existing Plus Approved Projects Plus Willow-Fong alone
- Figure 7 Existing Plus Approved Projects Plus Willow-White alone
- Figure 8 Existing Plus Approved Projects Plus Willow-Meciadis / Pyun alone
- Figure 9 Existing Plus Approved Projects Plus All 3 Willow Equities Projects

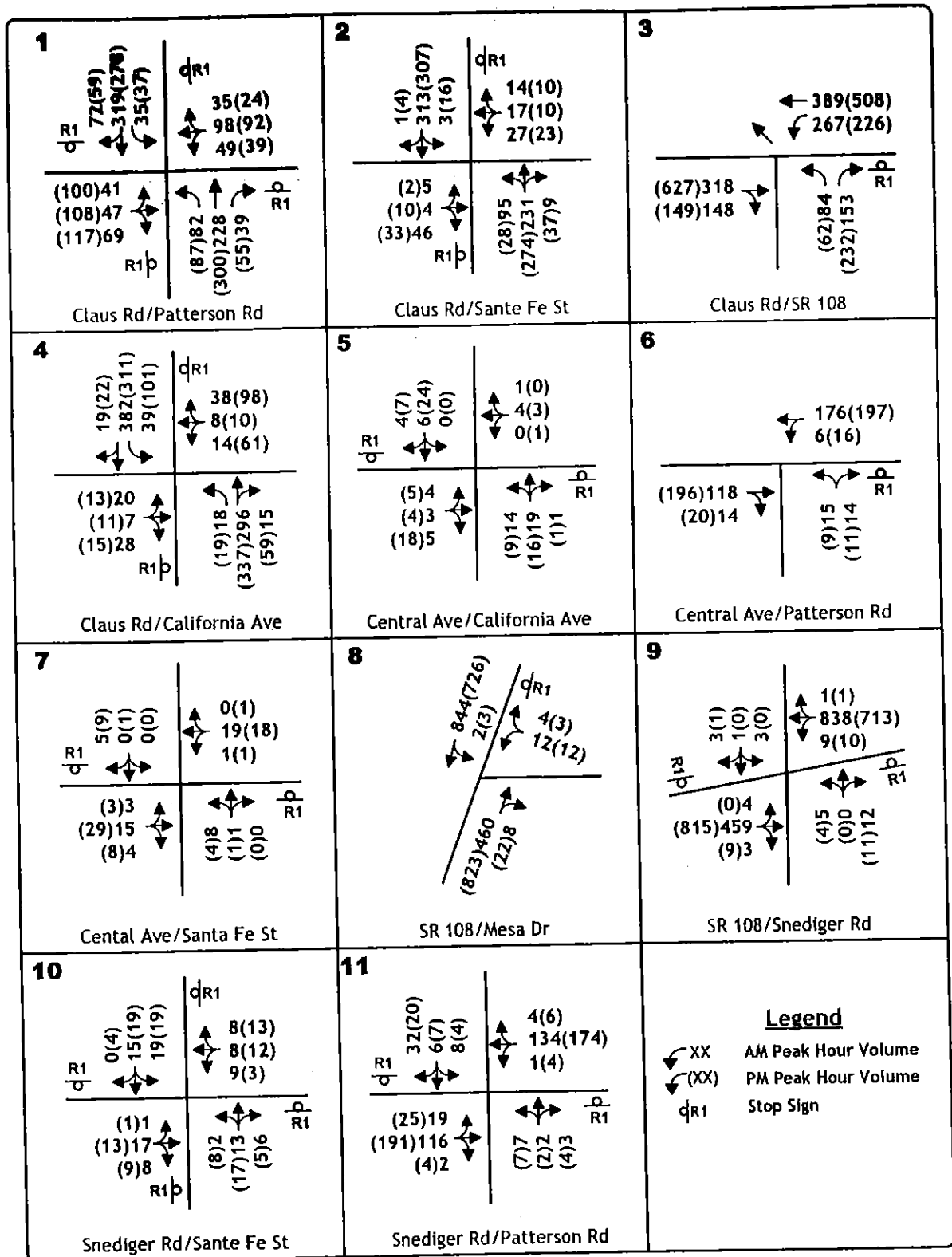
These forecasts have been used to calculate the Levels of Service presented in Tables 6 and 7.

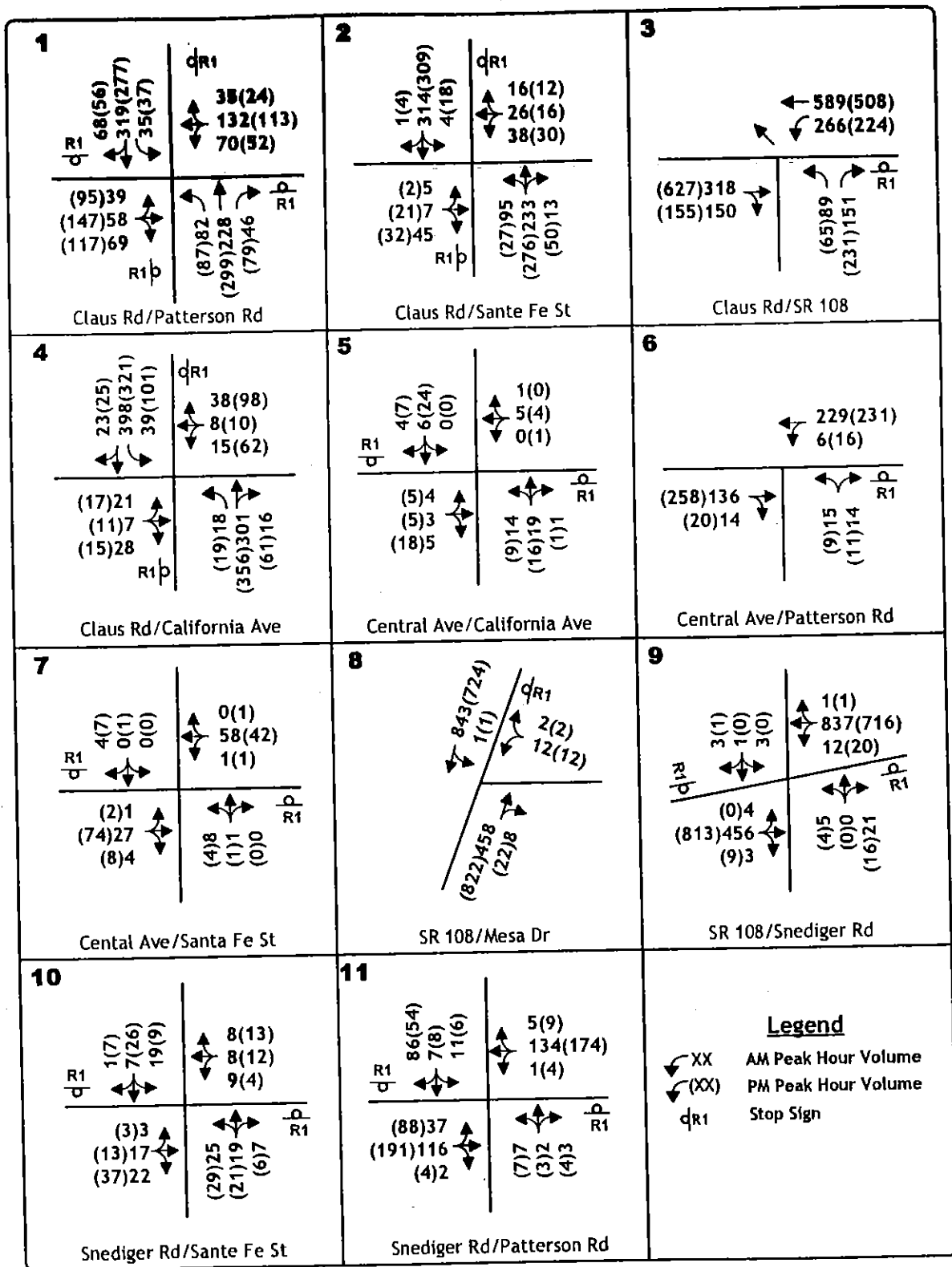


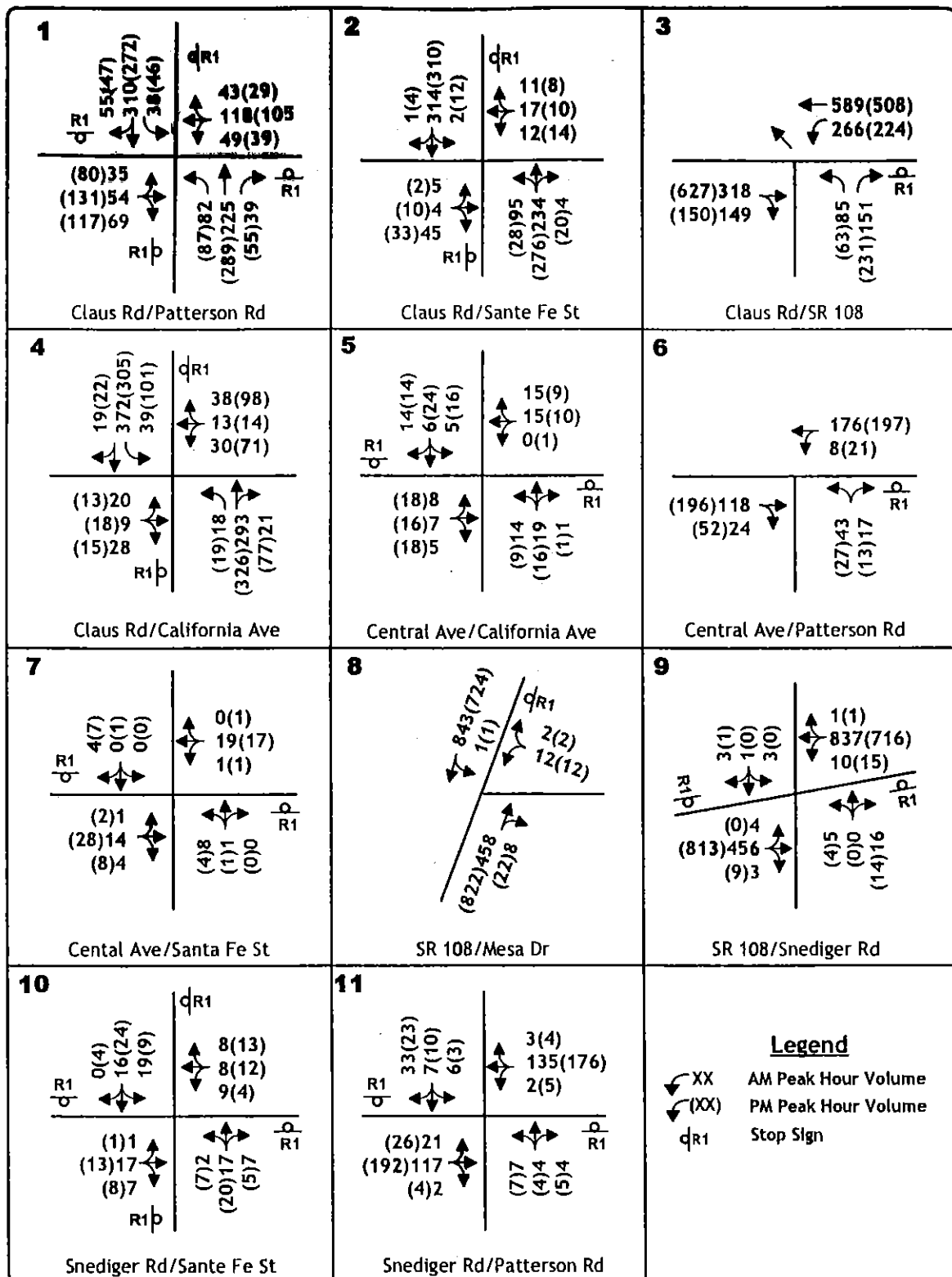


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 Transportation Engineers

EXISTING PLUS APPROVED
 PROJECTS TRAFFIC VOLUMES
 AND LANE CONFIGURATIONS







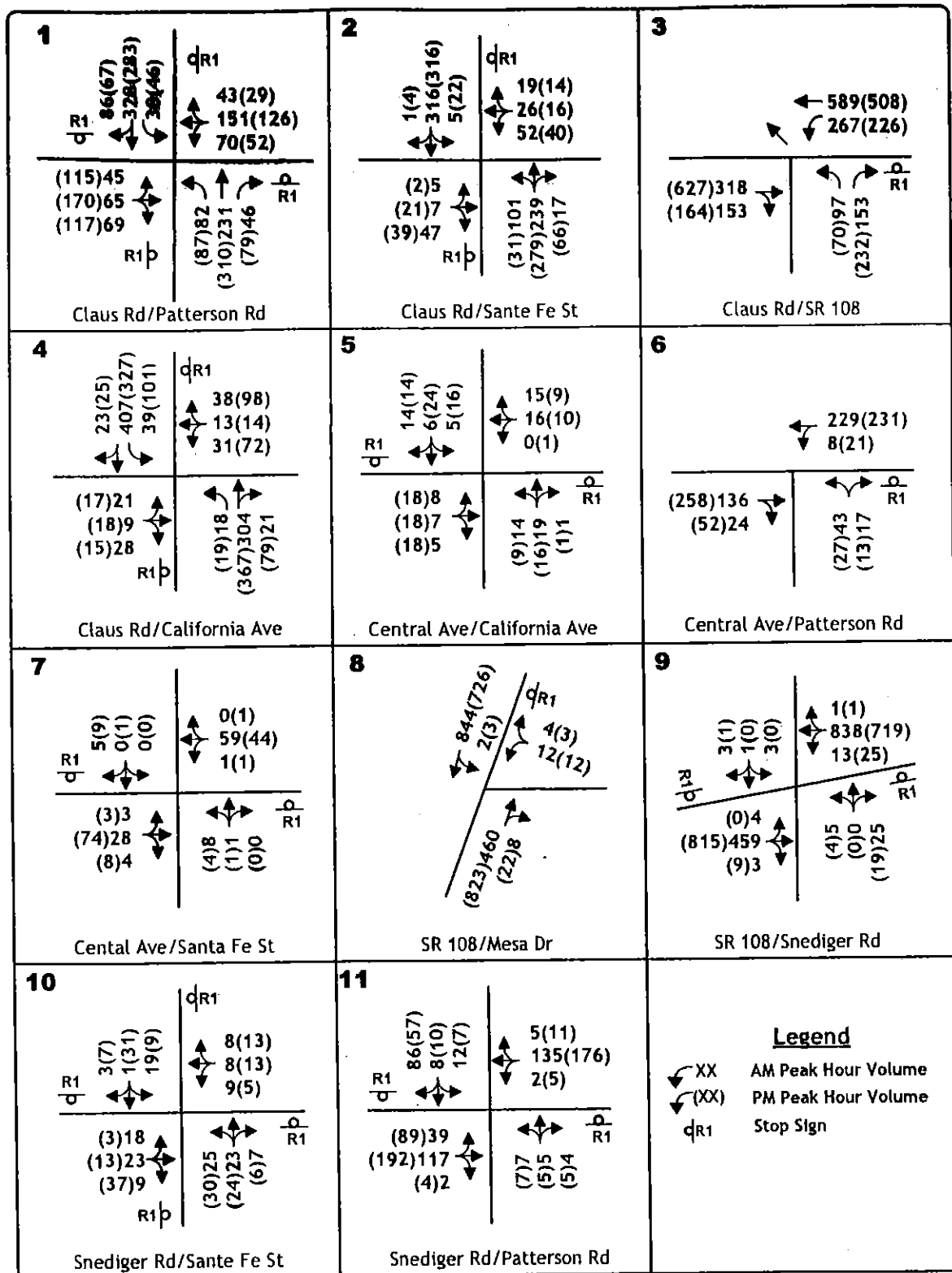


TABLE 6
EXISTING PLUS APPROVED / PENDING PROJECTS PLUS WILLOW EQUITIES
AM PEAK HOUR INTERSECTION LEVELS OF SERVICE

Location	Existing Control	Base		Plus Willow-Fong		Plus Willow-White		Plus Willow-Meciadis / Pyun		Plus All 3 Willow Equities		Signal Warranted?
		Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	
Patterson Road / Claus Road	All-way Stop	15.6 sec	C	17.2 sec	C	19.2 sec	C	16.5 sec	C	23.8 sec	C	Yes*
Claus Road / Sante Fe Street (overall)	EB/WB Stop	(11.4 sec)	(B)	(12.6 sec)	(B)	(14.4 sec)	(B)	(11.4 sec)	(B)	(16.3 sec)	(C)	No
NB left turn		8.0 sec		8.0 sec		8.0 sec		8.0 sec		8.0 sec		
SB left turn		7.8 sec		7.8 sec		7.8 sec		7.8 sec		7.8 sec		
EB left+thru+right turn		12.4 sec		12.5 sec		13.1 sec		12.5 sec		13.3 sec		
WB left+thru+right turn		17.9 sec		10.3 sec		23.2 sec		18.2 sec		27.2 sec		
SR 108 / Claus Road (overall)	NB Stop	(46.9 sec)	(E)	(50.5 sec)	(F)	(56.9 sec)	(F)	(51.7 sec)	(F)	(68.5 sec)	(F)	Yes
WB left turn		9.9 sec		9.9 sec		9.9 sec		9.9 sec		9.9 sec		
NB left+right turn		89.3 sec		96.4 sec		108.9 sec		98.9 sec		131.1 sec		
Claus Road / California Street (overall)	EB /WB Stop	(13.9 sec)	(B)	(14.1 sec)	(B)	(15.4 sec)	(C)	(15.8 sec)	(C)	(17.1 sec)	(C)	No
NB left turn		8.3 sec		8.4 sec		8.4 sec		8.3 sec		8.5 sec		
SB left turn		8.1 sec		8.1 sec		8.1 sec		8.1 sec		8.2 sec		
EB left+thru+right turn		18.1 sec		18.4 sec		19.3 sec		18.6 sec		20.3 sec		
WB left+thru+right turn		15.5 sec		15.7 sec		16.3 sec		19.3 sec		21.0 sec		

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TABLE 6 CONT'D
EXISTING PLUS APPROVED / PENDING PROJECTS PLUS WILLOW EQUITIES
AM PEAK HOUR INTERSECTION LEVELS OF SERVICE

Location	Existing Control	Base		Plus Willow-Fong		Plus Willow-White		Plus Willow-Meciadis / Pyn		Plus All 3 Willow Equities		Signal Warranted?
		Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	
California Street / Central Ave (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB-SP Stop	(8.9 sec)	(A)	(8.9 sec)	(A)	(8.9 sec)	(A)	(9.0 sec)	(A)	(9.0 sec)	(A)	No
		7.2 sec		7.2 sec		7.2 sec		7.3 sec		7.3 sec		
		-		-		-		-		-		
		9.1 sec		9.1 sec		9.1 sec		9.4 sec		9.4 sec		
Patterson Road / Central Ave (overall) WB left turn NB left+right turn	NB Stop	8.9 sec		8.9 sec		8.9 sec		8.9 sec		8.9 sec		No
		(9.6 sec)	(A)	(9.6 sec)	(A)	(9.9 sec)	(A)	(10.3 sec)	(B)	(10.9 sec)	(B)	
		7.6 sec		7.6 sec		7.6 sec		7.6 sec		7.6 sec		
Sante Fe Ave / Central Ave (overall) EB left turn WB left turn NB approach SB approach	NB / SB Stop	10.0 sec		10.0 sec		10.4 sec		10.7 sec		11.3 sec		No
		(8.6 sec)	(A)	(8.4 sec)	(A)	(8.8 sec)	(A)	(8.6 sec)	(A)	(8.7 sec)	(A)	
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
		8.9 sec		8.9 sec		9.2 sec		8.9 sec		9.3 sec		
SR 108 / Mesa Drive (overall) SB left turn WB left + right turn	WB Stop	8.4 sec		8.4 sec		8.6 sec		8.4 sec		8.6 sec		No
		(28.2 sec)	(D)	(25.6 sec)	(D)	(28.1 sec)	(D)	(28.2 sec)	(D)	(25.6 sec)	(D)	
		8.5 sec		8.5 sec		8.5 sec		8.5 sec		8.5 sec		
		29.5 sec		27.6 sec		29.5 sec		29.5 sec		27.6 sec		

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TABLE 6 CONT'D
EXISTING PLUS APPROVED / PENDING PROJECTS PLUS WILLOW EQUITIES
AM PEAK HOUR INTERSECTION LEVELS OF SERVICE

Location	Existing Control	Base		Plus Willow-Fong		Plus Willow-White		Plus Willow-Meciadis / Pyun		Plus All 3 Willow Equities		Signal Warranted?
		Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	
SR 108 / Snediger Road (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB/SB Stop	(18.3 sec)	(C)	(18.4 sec)	(C)	(16.9 sec)	(C)	(17.7 sec)	(C)	(16.6 sec)	(C)	No
		10.0 sec		10.0 sec		10.0 sec		10.0 sec		10.0 sec		
		8.5 sec		8.5 sec		8.5 sec		8.5 sec		8.5 sec		
		20.9 sec		21.0 sec		18.2 sec		19.4 sec		17.6 sec		
Sante Fe Street / Snediger Rd (overall) EB left turn WB left turn NB left+thru+right SB left+thru+right	NB/SB Stop	30.2 sec		30.4 sec		30.9 sec		30.5 sec		31.4 sec		No
		(9.0 sec)	(A)	(9.0 sec)	(A)	(9.2 sec)	(A)	(9.0 sec)	(A)	(9.3 sec)	(A)	
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
Patterson Road / Snediger Road (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB/SB Stop	9.2 sec		9.2 sec		9.4 sec		9.2 sec		9.5 sec		No
		9.4 sec		9.4 sec		9.5 sec		9.4 sec		9.6 sec		
		(9.4 sec)	(A)	(9.5 sec)	(A)	(9.7 sec)	(A)	(9.5 sec)	(A)	(9.8 sec)	(A)	
		7.6 sec		7.6 sec		7.6 sec		7.6 sec		7.6 sec		
		7.5 sec		7.5 sec		7.5 sec		7.5 sec		7.5 sec		
		10.8 sec		10.8 sec		11.7 sec		10.9 sec		11.7 sec		
		9.9 sec		9.9 sec		10.2 sec		9.9 sec		10.3 sec		

* traffic signal not warranted by current volume but being installed under Safe Route to School program

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TABLE 7
EXISTING PLUS APPROVED / PENDING PROJECTS PLUS WILLOW EQUITIES
PM PEAK HOUR INTERSECTION LEVELS OF SERVICE

Location	Existing Control	Base		Plus Willow-Fong		Plus Willow-White		Plus Willow-Meciadis / Pyun		Plus All 3 Willow Equities		Signal Warranted?
		Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	
Patterson Road / Claus Road	All-way Stop	19.1 sec	C	21.8 sec	C	26.2 sec	D	21.0 sec	C	37.8 sec	E	Yes*
Claus Road / Sante Fe Street (overall)	EB/WB Stop	(12.0 sec)	(B)	(12.7 sec)	(B)	(14.4 sec)	(B)	(12.1 sec)	(B)	(15.6 sec)	(C)	No
NB left turn		8.0 sec		8.0 sec		8.0 sec		8.0 sec		8.0 sec		
SB left turn		7.9 sec		8.0 sec		8.0 sec		8.0 sec		8.1 sec		
EB left+thru+right turn		12.5 sec		12.6 sec		14.3 sec		7.9 sec		14.5 sec		
WB left+thru+right turn		16.1 sec		17.6 sec		19.4 sec		12.5 sec		22.1 sec		
SR 108 / Claus Road (overall)	NB Stop	(48.1 sec)	(E)	(51.3 sec)	(F)	(55.0 sec)	(F)	(52.0 sec)	(F)	(63.4 sec)	(F)	Yes
WB left turn		11.9 sec		12.0 sec		12.0 sec		12.0 sec		12.2 sec		
NB left+right turn		76.0 sec		81.4 sec		87.5 sec		82.5 sec		101.6 sec		
Claus Road / California Street (overall)	EB /WB Stop	(19.7 sec)	(C)	(23.8 sec)	(C)	(26.6 sec)	(D)	(26.7 sec)	(D)	(38.6 sec)	(E)	No
NB left turn		8.1 sec		8.2 sec		8.2 sec		8.1 sec		8.2 sec		
SB left turn		8.6 sec		8.6 sec		8.7 sec		8.7 sec		8.8 sec		
EB left+thru+right turn		24.4 sec		25.1 sec		28.9 sec		8.7 sec		33.0 sec		
WB left+thru+right turn		32.5 sec		34.3 sec		38.6 sec		26.8 sec		59.5 sec		

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TABLE 7 CONT'D
EXISTING PLUS APPROVED / PENDING PROJECTS PLUS WILLOW EQUITIES
PM PEAK HOUR INTERSECTION LEVELS OF SERVICE

Location	Existing Control	Base		Plus Willow-Fong		Plus Willow-White		Plus Willow-Meciadis / Pyun		Plus All 3 Willow Equities		Signal Warranted?
		Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	
California Street / Central Ave (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB-SP Stop	(9.0 sec)	(A)	(9.0 sec)	(A)	(9.0 sec)	(A)	(9.1 sec)	(A)	(9.1 sec)	(A)	No
		7.2 sec		7.2 sec		7.2 sec		7.3 sec		7.3 sec		
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
		9.2 sec		9.2 sec		9.2 sec		9.6 sec		9.6 sec		
		9.2 sec		9.2 sec		9.2 sec		9.5 sec		9.5 sec		
Patterson Road / Central Ave (overall) WB left turn NB left+right turn	NB Stop	(9.2 sec)	(A)	(9.2 sec)	(A)	(9.6 sec)	(A)	(10.0 sec)	(B)	(10.7 sec)	(B)	No
		7.7 sec		7.7 sec		7.9 sec		7.8 sec		8.0 sec		
		10.4 sec		10.4 sec		11.0 sec		11.2 sec		12.1 sec		
Sante Fe Ave / Central Ave (overall) EB left turn WB left turn NB approach SB approach	NB / SB Stop	(8.5 sec)	(A)	(8.4 sec)	(A)	(8.7 sec)	(A)	(8.5 sec)	(A)	(8.7 sec)	(A)	No
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
		7.3 sec		7.3 sec		7.4 sec		7.3 sec		7.4 sec		
		9.0 sec		9.1 sec		9.5 sec		9.0 sec		9.6 sec		
		8.6 sec		8.5 sec		8.7 sec		8.6 sec		8.7 sec		
SR 108 / Mesa Drive (overall) SB left turn WB left + right turn	WB Stop	(32.4 sec)	(D)	(29.3 sec)	(D)	(32.4 sec)	(D)	(32.4 sec)	(D)	(29.3 sec)	(D)	No
		9.6 sec		9.6 sec		9.6 sec		9.6 sec		9.6 sec		
		34.0 sec		33.2 sec		34.0 sec		34.0 sec		33.2 sec		

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TABLE 7 CONT'D
EXISTING PLUS APPROVED / PENDING PROJECTS PLUS WILLOW EQUITIES
PM PEAK HOUR INTERSECTION LEVELS OF SERVICE

Location	Existing Control	Base		Plus Willow-Fong		Plus Willow-White		Plus Willow-Meciadis / Pynn		Plus All 3 Willow Equities		Signal Warranted?
		Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	Avg Delay (sec)	Level of Service	
SR 108 / Snediger Road (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB/SB Stop	(21.0 sec)	(C)	(21.1 sec)	(C)	(18.4 sec)	(C)	(19.4 sec)	(C)	(17.7 sec)	(C)	No
		-		-		-		-		-		
		9.9 sec		9.9 sec		9.9 sec		9.9 sec		9.9 sec		
		29.1 sec		29.3 sec		27.1 sec		27.7 sec		26.5 sec		
		14.3 sec		14.3 sec		14.3 sec		14.3 sec		14.3 sec		
Sante Fe Street / Snediger Rd (overall) EB left turn WB left turn NB left+thru+right SB left+thru+right	NB/SB Stop	(9.1 sec)	(A)	(9.1 sec)	(A)	(9.4 sec)	(A)	(9.2 sec)	(A)	(9.4 sec)	(A)	No
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
		7.3 sec		7.3 sec		7.3 sec		7.3 sec		7.3 sec		
		9.2 sec		9.2 sec		9.5 sec		9.3 sec		9.6 sec		
		9.3 sec		9.3 sec		9.5 sec		9.3 sec		9.6 sec		
Patterson Road / Snediger Rd (overall) EB left turn WB left turn NB left+thru+right turn SB left+thru+right turn	NB/SB Stop	(9.7 sec)	(A)	(9.7 sec)	(A)	(9.5 sec)	(A)	(10.1 sec)	(A)	(9.8 sec)	(A)	No
		7.7 sec		7.7 sec		7.7 sec		7.7 sec		7.7 sec		
		7.7 sec		7.7 sec		7.7 sec		7.7 sec		7.7 sec		
		11.9 sec		11.9 sec		14.2 sec		12.0 sec		14.3 sec		
		10.6 sec		10.7 sec		11.1 sec		10.8 sec		11.4 sec		

* traffic signal not warranted by current volume but being installed under Safe Route to School program

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Impacts of Willow-Fong Alone

Level of Service Impacts. As shown in Tables 6 and 7, the addition of traffic generated by the Willow-Fong project alone will increase the length of delays at study area intersections slightly. Very long delays will occur at the SR 108 / Claus Road intersection, and this project will contribute to the need for a traffic signal at this location. The project will add a small amount of traffic through the SR 108 / Mesa Drive intersection, and this location will continue to operate at LOS "D". This intersection will not, however, carry volumes that are indicative of the need for signalization. Resulting Levels of Service at all other locations will remain within the City's LOS "C" standard.

Pedestrian Impacts. Development of the Willow-Fong and the adjoining Brookview Investors project will increase the number of pedestrians crossing Claus Road or traveling along Claus Road to reach area schools or downtown Riverbank. The number of additional school age pedestrians that may be generated by the Willow-Fong project can be estimated based on typical assumptions regarding the number of school age children living in each residence. Assuming 0.25 high school age students per residence, approximately 20 high school students could live in the project area. A similar number of elementary school age students and middle school age students could be expected. Elementary school students would be less likely to walk across Patterson Road to reach the existing school on California Avenue. However, middle school age students could walk across Claus Road to reach the school on Sante Fe Street.

These pedestrian volumes will contribute to the need for the planned Patterson Road / Claus Road traffic signal, but it is also possible that another pedestrian crossing on Claus Road will be needed to link the site with the middle school. Sidewalks exist on Sierra Avenue and on Sante Fe Street west of Claus Road, making these streets possible routes to the middle school and suggesting that a pedestrian crossing may be developed at one of the intersections.

Development of the Willow-Fong project will result in frontage improvements on Sierra Street and on Sante Fe Street. These improvements will include sidewalks that would help link the project with Claus Road. However, a gap may exist between the project and sidewalk near the Claus Road / Sante Fe Street intersection. This gap should be closed when the project is developed.

Impacts of Willow-White Alone

Level of Service Impacts. As shown in Tables 6 and 7, the addition of traffic generated by the Willow-White project alone will increase the length of delays at study area intersections slightly. Very long delays will occur at the SR 108 / Claus Road intersection, and this project will incrementally contribute to the need for a traffic signal at this location.

The project will add a small amount of traffic through the SR 108 / Mesa Drive intersection, and this location will continue to operate at LOS "D". This intersection will not, however, carry volumes that are indicative of the need for signalization.

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The addition of project traffic on Clause Road will result in LOS "D" conditions at the Claus Road / California Avenue intersection. However, traffic signal warrants will not be met under this scenario.

Resulting Levels of Service at all other locations will remain within the City's LOS "C" standard.

Pedestrian Impacts. Development of the Willow-White would have an incremental impact on pedestrian activity in the semi-rural area of Riverbank east of Central Avenue where pedestrian facilities are very limited. Assuming 0.25 high school age students per residence, approximately 50 high school students could live in the annexation area. A similar number of elementary school age students and middle school age students could be expected.

Riverbank High School is located about ¼ mile from the Willow-White project, and students could be expected to walk to school from this location. The distance from the middle school to the Willow-White area is about 4,000 feet at its closest point, and as a result, proportionately fewer school age pedestrians would be expected than for Willow-Fong. However, some middle school age students could walk across Claus Road to reach the school on Sante Fe Street.

These pedestrian volumes will contribute to the need for the planned Patterson Road / Claus Road traffic signal, but it is also possible that another pedestrian crossing on Claus Road will be needed to link the site with the middle school. Sidewalks exist on Sierra Avenue and on Sante Fe Street west of Claus Road, making these streets possible routes to the middle school and suggesting that a pedestrian crossing may be developed at one of the intersections.

Development of the Willow-White project will result in frontage improvements on Sante Fe Street and on Snediger Road. These improvements will include sidewalks that would help link the project with Claus Road and Patterson Road. However, after the Brookview and Willow-Fong projects are completed a 700 foot gap will exist at the Central Avenue / Sante Fe Street intersection between the project and sidewalk near the Claus Road / Patterson Road intersection. This gap should be closed when the Willow-White project is developed.

There is no designated pedestrian route from the project on Snediger Road across the Sierra Railroad tracks and onto Patterson Road to Riverbank High School. This will be the shortest route to the high school, and some form of all weather pedestrian facility will be needed. A marked crosswalk may be needed at Patterson Road / Snediger Road, as traffic volumes are low, other controls should not be needed.

Impacts of Willow-Meciadis / Pyun Alone

Level of Service Impacts. As shown in Tables 6 and 7, the addition of traffic generated by the Willow-Meciadis / Pyun project alone will increase the length of delays at study area intersections slightly. Very long delays will occur at the SR 108 / Claus Road intersection, and this project will incrementally contribute to the need for a traffic signal at this location.

The project will add a small amount of traffic through the SR 108 / Mesa Drive intersection, and this location will continue to operate at LOS "D". This intersection will not, however, carry volumes that are indicative of the need for signalization.

The development of Willow-Meciadis / Pyun will add traffic through the Claus Road / California Avenue intersection, and LOS "D" is projected during the p.m. peak hour. However, projected volumes do not meet traffic signal warrants under this scenario. Resulting Levels of Service at all other locations will remain within the City's LOS "C" standard.

Pedestrian Impacts. Development of the Willow-White would have an incremental impact on pedestrian activity in the semi-rural area of Riverbank east of Claus Road where pedestrian facilities are very limited. Assuming 0.25 high school age students per residence, approximately 25 high school students could live in the project area. A similar number of elementary school age students and middle school age students could be expected.

Riverbank High School is located across Central Avenue from the Willow-Meciadis / Pyun project, and students could be expected to walk to school from this location. The distance from the middle school to the Willow-White area is about a mile, and as a result, proportionately fewer school age pedestrians would be expected than for Willow-Fong. However, some middle school age students could walk along Claus Road to reach the school on Sante Fe Street. California Elementary School is located about 3/8 mile west of the project site, and pedestrians could be expected in this direction as well.

These pedestrian volumes will contribute to the need for the planned Patterson Road / Claus Road traffic signal, but an all weather pedestrian route between the project and California Avenue School will be needed. Sidewalks exist on the north side of California Avenue west of Claus Road, but today only an unpaved shoulder exists along the south side of Riverbank High School between Claus Road and Central Avenue. While development of the Hughes Annexation area will include sidewalks in this area, a gap will exist until that project is built.

The need for enhancements to the existing pedestrian traffic signal at the Claus Road / California Avenue intersection was considered when the Hughes Annexation was evaluated. The traffic study for that project indicated that pedestrian volumes from that project alone would not warrant a traffic signal but indicated that a signal could be needed with additional development. Based on the number of possible school age children in Willow-Meciadis / Pyun, a traffic signal could be warranted when the Hughes Annexation and Willow-Meciadis / Pyun are occupied if most children walk to school.

CUMULATIVE TRAFFIC IMPACTS

This report section addresses the impacts of the proposed project within the context of conditions occurring in Riverbank as regional traffic growth continues, other vacant properties are developed and planned circulation system improvements are made. The technical basis for this analysis is the *Traffic Impact Analysis for the East Area Circulation Plan* prepared for the City of Riverbank in March 1995.

East Area Circulation Plan

The traffic impact analysis prepared for the East Area Circulation Plan projected traffic volumes and addressed circulation requirements assuming build out of the City's General Plan. That study projected development of slightly more than 2,000 residences in the area east of Claus Road, development of about 12 acres of retail uses on the SCM site and expansion of Riverbank High School. The study assumed Willow Equities development as designated in the General Plan, (i.e., MDR).

The traffic study for the East Area Plan concluded that traffic signals would eventually be needed at the Claus Road / Sierra Street intersection, although the need for signalization was linked to the development of a retail project on the SCM site. The East Area Plan also noted that the portion of Sierra Street providing access to the planned commercial area would need to be developed as a 70 ROW Industrial / Commercial Street.

Cumulative Impacts of Willow Equities Projects

The relative impact of the Willow Equities projects has been considered within the context of the year 2015 traffic volume projections contained in the original East Area Circulation Plan study.

Because the East Area Circulation Plan study was limited to assessment of average daily traffic volumes, this level of detail has again been employed to address the cumulative impacts of the Brookview Investors Annexation. Table 8 contrasts daily traffic volumes under "Existing", "Existing Plus Approved / Pending Projects Plus Willow Equities" and "East Area Plan With Approved / Pending Projects and Willow Equities".

The East Area Plan described the long-term issues associated with the Claus Road / Sierra Street intersection and its proximity to the Patterson Road intersection. Due to the short spacing between intersections (500 feet) a traffic signal, while warranted by volume, was not desirable. With the reduced traffic associated with the Willow Equities projects, it is unlikely that a traffic signal will be needed at this location.

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TABLE 8
DAILY TRAFFIC VOLUMES IN EAST RIVERBANK AREA

Roadway	Limits	Daily Traffic			Year 2015 Conditions	
		Existing	Plus Brookview Investors, SCM Homes and Hughes	Plus Willow Equities	East Area Plan with Brookview Investors and SCM Homes GPA /Annexation	
					Daily Volume	Facility Needed
Claus Road	Kentucky Ave to California Ave	9,400	9,955	10,840	20,325	4 lane 100' ROW
	California Ave to Patterson Road	9,395	9,800	10,465	16,160	Arterial
	Patterson Road to Sierra Street	9,000	10,185	11,160	16,765	
	Sierra Street to Sante Fe Street	8,500	8,840	9,820	12,940	
	Sante Fe Street to SR 108	8,000	8,320	8,620	10,200	
Sierra Street	West of Claus Road	540	715	865	1,750	2 lane 60' ROW Residential Collector
	Claus Road to Central Avenue	0	1,480	1,955	1,200	2 lane 50' ROW Residential
Sante Fe Street	West of Claus Road	700	790	1,090	900	2 lane 60' ROW Collector
	Claus Road to Central Avenue	600	810	1,775	1,800	2 lane 70' ROW Collector
Central Avenue	Sante Fe Street to Sierra Avenue	40	200	200	900	2 lane 50' ROW Residential
	Patterson Road to Sante Fe Street	500	550	770	6,100	2 lane 60' ROW Collector
Snediger Road	Sante Fe Street to SR 108	500	550	770	2,100	2 lane 70' ROW Collector
	Claus Road to Commercial Access	100	3,950	4,335	6,615	Collector
	Commercial Access to Central Ave	100	310	695	4,535	2 lane 60' ROW Collector
California Ave	Central Avenue to Snediger Road	100	150	590	6,300	Collector

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MITIGATION SUMMARY

Mitigation for Short Term Impacts

Development of the three Willow Equities projects does not by itself result in Levels of Service in excess of adopted standards at study area intersections. However, development of the projects will incrementally contribute to the need for improvements at the following locations.

The projects will lengthen delays at the **SR 108 / Claus Road intersection** where a traffic signal is already warranted. A traffic signal at this location is already partially funded by the City of Riverbank's existing traffic mitigation fee program, and it is reasonable to conclude the City and Caltrans should cooperate on an improvement project for this location. If needed, the Willow Equities projects could advance the City funds equal to a portion of anticipated mitigation fees to cover initial design / study costs for this location. However, as this improvement is already addressed by the City's fee program, additional participation beyond payment of adopted fees should not be required.

Development of residential areas on the east side of Claus Road could result in additional pedestrian traffic in areas where current pedestrian facilities are limited. The projects will also add pedestrians across Claus Road and Patterson Road between the projects and area schools. There is a need for a "safe route to school" between each project and neighborhood schools. While each development will construct standard frontage improvements that include sidewalks, gaps in these routes may exist if development does not occur on other parcels. Each project should contribute to the cost of constructing "**interim**" **pedestrian facilities** between the projects and area schools in order to bridge the gaps.

Development of the Willow-Meciadis / Pyun project will result in additional pedestrians crossing Claus Road to reach California Avenue School. With development of both this project and the neighboring Hughes Annexation it is possible that the number of pedestrians at this location will reach the level warranting a **school zone traffic signal at Claus Road / California Avenue**. Signalization of this intersection is included in the City's adopted traffic mitigation fee program. However, it is possible that other City priorities will take precedence and that this signal may not be installed when needed. If needed, the Willow-Meciadis / Pyun project could advance funds equal to a portion of anticipated mitigation fees to cover the cost of preparing PS&E for this traffic signal in order to accelerate installation of this signal.

Mitigation for Long Term Cumulative Impacts

As the East Riverbank area develops background traffic volumes will increase on study area streets and the circulation improvements originally identified for the East Area will need to be implemented. Development in the annexation area will contribute its fair share to the cost of these improvements through frontage improvements and through paying adopted fees included in the established fee program.

KDA



River Run
Riverbank, CA
Storm Drainage Memorandum

July 10, 2017

Potential Storm Drainage System Analysis and Design

I. Study Purpose

The purpose of this memorandum is to address concerns of the River Run subdivision regarding storm water runoff from the development and irrigation runoff from the surrounding properties. In the past flooding has been an issue at the proposed site. NorthStar Engineering Group, Inc. has come up with the following solutions that will help to mitigate the storm water runoff for the project site and decrease the impact of irrigation runoff from the surrounding properties.

II. Existing Site

The River Run site is approximately 9.1 acres of existing farmland currently used for agriculture purposes. The site is located at the northeast corner of the Central Avenue and California Street intersection. The existing grade consists of a low point at the southwest corner of the site with a small drainage canal along the southern edge draining to a 36" OID pipeline. During large rain events and during flood irrigation seasons, the site has ponded causing flooding at the Central Avenue and California Street intersection. Over the past year the flooding has been mitigated by cleaning out an existing inlet at the intersection.

III. Drainage Design

The existing site was analyzed to determine the best drainage options. The site is part of the South Bruinville storm drain system which will have a regional storm drain basin, pump stations, and outfall improvements that will be designed to handle a large tributary area which includes the proposed site. The regional system has yet to be completed so an interim system will need to be utilized.

The Snedigar pipeline runs along the western edge of the site and travels southwest until it discharges into the MID canal. The two mile stretch of pipeline between the property and the canal has pipe sizes ranging from 21" to 36" as depicted in "A1.1 – Snedigar Pipeline Exhibit".

A 36" pipe has been proposed to extend the current OID line at the Central Avenue and California Street intersection to the east to provide surface drainage to the properties east of the project site. This extension also includes an 18" lateral for irrigation tailwater drainage to prevent flooding from the neighboring property. These improvements are depicted in "A1.2 – Proposed 36" Pipeline Extension Exhibit".

Grading at the site has been designed to prevent future flooding issues. "A1.3 – Preliminary Grading Exhibit" depicts the proposed grading of the site. The site has been designed so that the proposed pads are set higher than the adjacent existing farmland. Furthermore, overland release was confirmed for the project site allowing discharge of storm water runoff during flood conditions without impact to the proposed residential lots.

All the drainage from the site will remain on site, therefore removing this runoff from the OLD storm drainage system. A storm drain retention basin will be built with a sub-surface French drain to allow for percolation. The basin has been designed to hold the 100 year, 24 hour storm and drain the volume of water within 48 hours. To limit the size of the proposed basin a subsurface drain will capture and percolate storm water that enters the basin. Percolation tests performed by Engeo with a factor of safety of 2.5 have been utilized in the design of the system. See "A1.4 – Preliminary Drainage System Exhibit" for the proposed Basin and drainage system for the site.

IV. Basin Design

- Composite Runoff Coefficient = 0.56
- Runoff, R = 3.4 in
- Area = 10.01 ac
- Required Volume of Storage = 1.59 ac-ft
- Above Ground (Basin) Storage = 0.92 ac-ft
- Below Ground (Sub-drain) Storage = 0.70 ac-ft
- Percolation Area = 9,443 sf
- Percolation Rate (w/ FS=2.5) = 30.0 gal/sf/day
- Time to Empty = 43.76 hours

V. List of Attachments

Appendix A: Storm Drainage Exhibits

- A1.1 – Snedigar Pipeline Exhibit
- A1.2 – Proposed 36" Pipeline Extension Exhibit
- A1.3 – Preliminary Grading Exhibit
- A1.4 – Preliminary Drainage System Exhibit

Appendix B: Supportive Documents and Calculations

- B1.1 – Storm Drainage Basin Calculations
- B1.2 – Percolation Test Results

Design Memorandum

River Run Storm Drainage System Analysis and Design
July 10, 2017

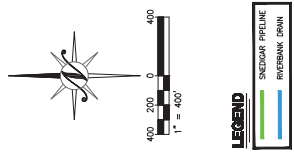
Appendix A: Storm Drainage Exhibits

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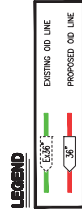
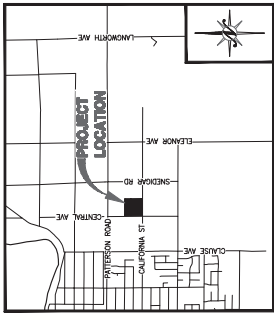
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	620 12th Street Modesto, CA 95354 (209) 524-3525 Phone	209 # 16-1697 DATE: 11/10/2017 SCALE: AS SHOWN DRAWING BY CHECKED BY CHAIR: P40	SHEET
	CIVIL ENGINEERING • SURVEYING • PLANNING		
	Engineering Group, Inc.		
	NorthStar		

NUMBER
A1.1



RIVER RUN 36" PIPELINE EXTENSION EXHIBIT RIVERBANK, CALIFORNIA



NO. _____

DATE _____

REVISIONS _____

CALIFORNIA

RIVER RUN

RIVERBANK

36" PIPELINE EXTENSION EXHIBIT

NorthStar Engineering Group, Inc.

1000 10th Street, Suite 100
Livermore, CA 94550
(925) 454-3000 Fax
(925) 454-3000 Mobile

• ENGINEERING • SURVEYING • PLANNING • DESIGN • CONSTRUCTION

PROJECT NO. 17-001

DATE: 07/11/2017

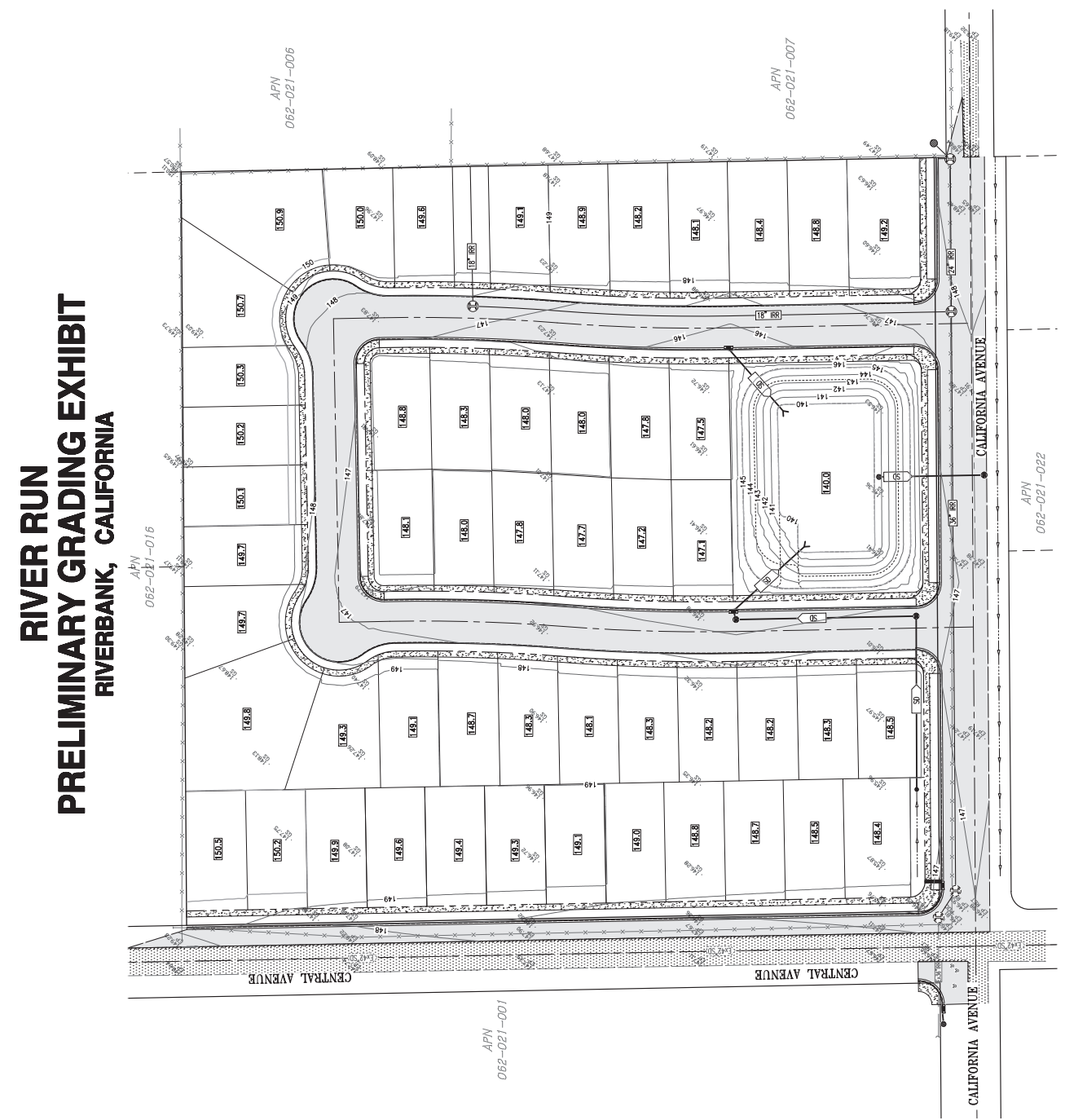
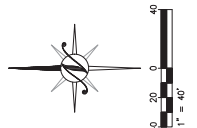
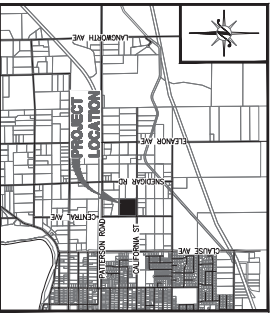
BY: [Signature]

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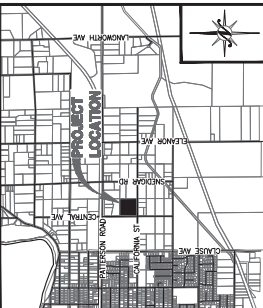
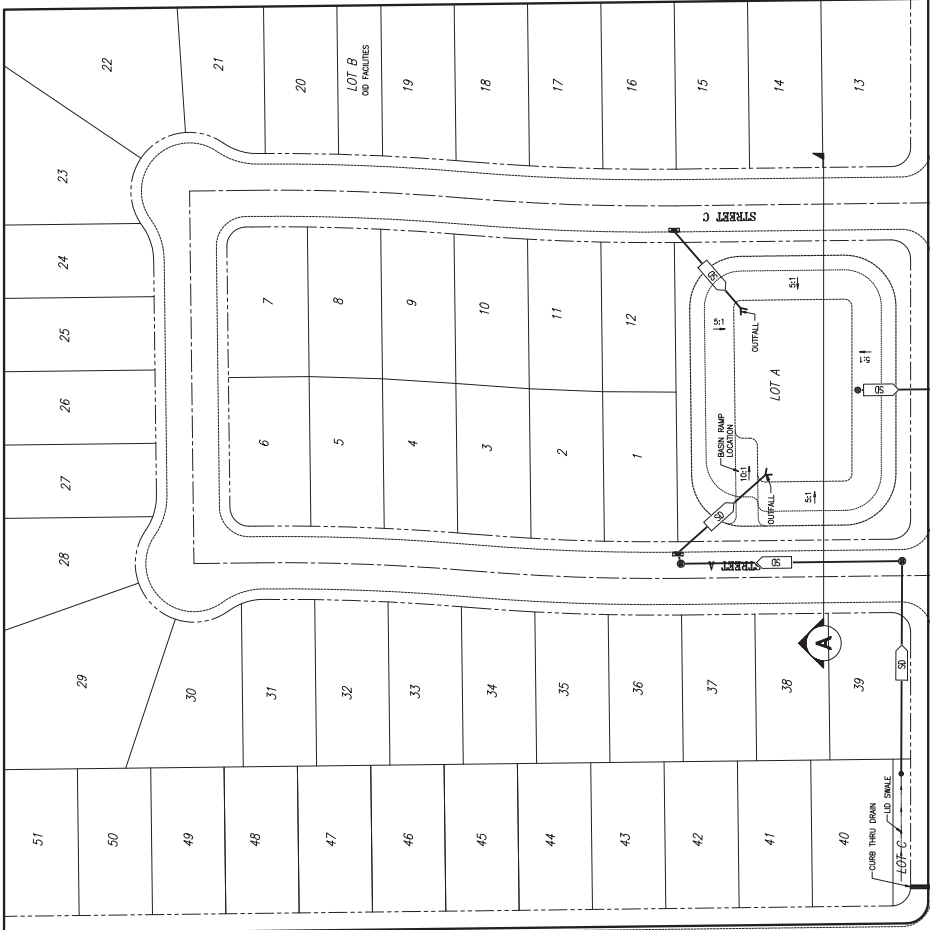
APPROVED: [Signature]

SHEET NUMBER

A1.2



PRELIMINARY DRAINAGE SYSTEM EXHIBIT



VICINITY MAP
NOT TO SCALE



**PRELIMINARY
DRAINAGE SYSTEM EXHIBIT**

RIVERBANK,

NorthStar Engineering Group, Inc.
CIVIL ENGINEERING • SURVEYING • PLANNING
1214 Street
Modesto, CA 95354
(209) 524-3525 Phone
(209) 524-3526 Fax

NOB #:	16-1697
DATE:	7/10/2017
SCALE:	AS SHOWN
DRAWN:	CV
DESIGN:	APD
CHK'D:	APD

A1.4

Design Memorandum

River Run Storm Drainage System Analysis and Design
July 10, 2017

Appendix B: Supportive Documents and Calculations

Project No.
13781.000.000

June 26, 2017

Mr. Rod Lowe
3112 Buckingham Court
Modesto, CA 95350

Subject: River Run
APN 062-021-008
Riverbank, California

PERCOLATION TEST RESULTS

Dear Mr. Lowe:

As requested, we performed one soil boring and percolation testing for the subject site in River Run, California. We performed our services in accordance with our signed agreement dated December 13, 2016, revised June 12, 2017. The purpose of our testing was to obtain percolation data to be used by the Project Civil Engineer for stormwater infiltration design.

The site is currently a 9-acre parcel bounded by undeveloped property to the east, by existing rural residential properties to the north, Central Avenue to the west and by California Avenue to the south. In preparation of this report, we reviewed a site plan prepared by Northstar Engineering Group Inc., dated October 13, 2016 and a preliminary basin cross section prepared by Northstar Engineering Group Inc., dated November 16, 2016.

We understand the subject project will include 51 residential lots, stormwater treatment, storage and retention basin with French drain system, roadways, sidewalks and associated improvements. It is our understanding that the bottom of the proposed basin is planned at approximately 6 feet below the existing grade and the French drain system is anticipated to vary in depth with a minimum depth of 14 feet.

SUBSURFACE PROFILE

We performed one soil boring on June 20, 2017, at the location shown on Figure 1. The soil encountered in our exploration generally consisted of very stiff to hard lean clay to sandy lean clay to a depth of approximately 19 feet, underlain by interbedded layers of dense poorly graded sand, hard silt, and dense silty sand to the total depth explored of 28 feet. The attached log contains the soil type, color, consistency, and visual classification in general accordance with the Unified Soil Classification System. The log graphically depicts the subsurface conditions encountered at the time of the exploration.

PERCOLATION TESTING

We performed two percolation tests on June 21, 2017, at the locations shown on Figure 1. 1-P1 and 1-P2 were excavated to a depth of 21 and 25 feet, respectively, with a truck-mounted drill rig. The bottom of the percolation tests were determined based on our boring 1-B1 to test generally granular soil layers that underlain surficial clay layers.

Preparation of the test holes included placing approximately 2 inches of pea gravel at the bottom of the test holes, placing a perforated 3-inch-diameter PVC drainpipe on top of the gravel, and backfilling the annulus with $\frac{3}{8}$ -inch gravel to the surface. The holes were pre-soaked overnight prior to testing.

To perform the percolation tests, we placed approximately 1 foot of water in each test hole and recorded the initial water column height. We then recorded the drop in water level over approximately five-minute intervals for each test until approximately 6 inches of water was in the test hole. This process was repeated until a relatively stable rate occurred.

RESULTS

The results of our tests are summarized in Table 1, which includes the hole depth and calculated percolation rate for each test location.

TABLE 1: Test Results

TEST LOCATION	HOLE DEPTH (feet)	PERCOLATION RATE (gal/ft ² /day)
1-P1	21.0	75
1-P2	25.0	165

The percolation rates reported above are based on the conditions at the location, depth, and time of the test. Actual percolation rates can be affected by changes in subsurface conditions, test methodology, time of year, and the rate and depth at which water is applied.

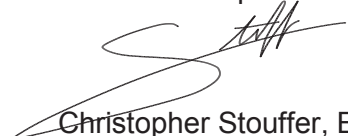
In order to achieve a percolation rate representative of the results gathered, the French Drains should be installed to a minimum depth of 20 feet, or until the bottom of the drain is embedded in at least 3 feet of silty sand to poorly graded sand, whichever is deeper.

We strived to perform our professional services in accordance with generally accepted geotechnical engineering principles and practices currently employed in the area; no warranty is expressed or implied.

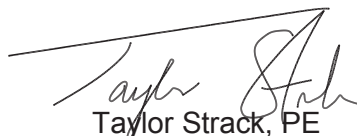
We are pleased to be of service to you on this project. If you have any questions or comments regarding this letter, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated

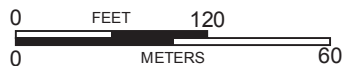

Christopher Stouffer, EIT


Steve Harris, GE


Taylor Strack, PE



Attachments: Site Plan
Boring Log



EXPLANATION

ALL LOCATIONS ARE APPROXIMATE

1-B1  BORING (ENGEO, 2017)

1-P2  PERCOLATION TEST (ENGEO, 2017)

BASE MAP SOURCE: GOOGLE EARTH MAPPING SERVICE & NORTHSTAR ENGINEERING GROUP, INC.



SITE PLAN RIVER RUN PERCOLATION TEST RIVERBANK, CALIFORNIA

PROJECT NO.: 13781.000.000

SCALE: AS SHOWN

DRAWN BY: GLJ

CHECKED BY: TJS

FIGURE NO.

1



LOG OF BORING 1-B1

Geotechnical Exploration
River Run
Riverbank, CA
13781.000.000

DATE DRILLED: 6/20/2017
HOLE DEPTH: Approx. 28 ft.
HOLE DIAMETER: 4.0 in.
SURF ELEV (WGS84): Approx. 148 ft.

LOGGED / REVIEWED BY: T. Jones / ZC
DRILLING CONTRACTOR: West Coast Exploration
DRILLING METHOD: Solid Flight Auger
HAMMER TYPE: 140 lb. Rope and Cathead

Depth in Feet	Elevation in Feet	Sample Type	DESCRIPTION	Log Symbol	Water Level	Blow Count/Foot	Atterberg Limits			Fines Content (% passing #200 sieve)	Moisture Content (% dry weight)	Dry Unit Weight (pcf)	Shear Strength (psf) *field approximation	Unconfined Strength (tsf) *field approximation	Strength Test Type
							Liquid Limit	Plastic Limit	Plasticity Index						
			LEAN CLAY WITH SAND (CL), dark brown, hard, moist, low to medium plasticity, 15-25% fine- to medium-grained sand, contains surface organics			50/6"								4.5*	
145						55/6"									
5			SANDY LEAN CLAY (CL), brown, hard to very stiff, moist, low to medium plasticity			38								3.5*	
140															
10						38								4.5*	
						24									
135															
15			LEAN CLAY (CL), olive brown, hard, moist, medium plasticity, 5-10% fine-grained sand			47								4.0*	
						32									
130															
20			POORLY GRADED SAND (SP), brown to reddish brown, very dense, moist, fine- to medium-grained sand												
			SILTY SAND (SM), brown, very dense, moist, fine- to medium-grained sand, 12-20% fines			50/6"									
			SILT WITH SAND (ML), olive brown, very dense, moist, non-plastic, 15-25% fine-grained sand			55									
125			POORLY GRADED SAND (SP), brown, very dense, moist, fine- to medium-grained sand												
			SILTY SAND (SM), olive brown, medium dense, moist, fine-grained sand, 25-35% fines			35									
25															
			SILT WITH SAND (ML), olive brown, very stiff, moist, non-plastic, 15-25% fine-grained sand			23									
120			End of boring at approximately 28 feet. Groundwater not observed during drilling.												

SHEAR AND UNCONF STRENGTH W/ ELEV BORING LOGS (6-20-2017).GPJ ENGEO INC.GDT 6/26/17



River Run Stormwater Storage Design

Basin Design Calculations

Date: 7/11/2017

Designer: APD

Sht: 1 of 2

BASIN - Design Calculations

Per City of Riverbank Design Standards

Volume Requirements:

Design Frequency =

Runoff, R =

100	Year 24 Hr			
3.4	inches	0.28	ft.	Urbanized Areas

Total Project Site Runoff =

C	R (ft.)	A (ac)	V (ac-ft.)
0.56	0.28	10.01	1.59
Total		10.01	1.59

Required Volume of Storage (100%) =

2,558	cy	1.59	ac-ft.	69,053	cf.
-------	----	------	--------	--------	-----

Effect to site

0.16 ft.

Basin Volume (From Civil 3D) =

1,485	cy	0.92	ac-ft.	40,107	cf.
-------	----	------	--------	--------	-----

General Requirements:

Max Water Surface Elev:	6" below lowest inlet
Freeboard:	2 feet
Dual Use Basin Requirements	5 to 1 Side Slopes
	Landscaping
	2% Basin bottom to outlet
Depth of Basin:	Maximum depth of 6 ft.
Depth of Water:	Maximum depth of 4 ft.
Time:	Empty within 48 hrs



River Run Stormwater Storage Design

Sub-Drain Design Calculation

Date: 7/11/2017

Designer: APD

Sht: 2 of 2

SUB-DRAIN - Design Calculations

BASIN - Design Calculations

Total Basin Stormwater Storage Required: cy ac-ft. cf.

Total Above Ground Storage Available: cy ac-ft. cf.

Total Sub-Drainage Storage Required: cy ac-ft. cf.

Total Storage in Rock:

Depth Rock	13.00 ft.	
Sub-drainage Area	9443 sf	--->Rock to import = 4546 cy
Sub-drainage Volume	122753 cf.	
Rock Voids	0.25	

Volume in Rock cy ac-ft. cf.

Total Volume in Sub-Drain System: cy ac-ft. cf.
OK OK OK

Percolation Check on Sub-drainage Storage:

Total Percolation Area (A_{perc})	9443 sf	$A_{perc} = A_{bottom}$
Amount of Water to Percolate =	516520 gallons	
Perc. Rate (Q) =	30.0 gallons/sf/day	
Days to Empty =	1.82 days	

Is the Design Okay?

Since: Hours < Hours Design is Okay

MOORE BIOLOGICAL CONSULTANTS

August 16, 2017

Mr. Carey Pope
PMZ Commercial
1120 Scenic Drive
Modesto, CA 95350

Subject: "RIVER RUN" PROJECT, RIVERBANK, CALIFORNIA: BIOLOGICAL
RESOURCES UPDATE

Dear Carey:

Thank you for asking Moore Biological Consultants to prepare a biological resources update for this project (Figures 1 and 2). This update is intended to supplement our 2006 Baseline Biological Resources Inventory of the site. The purpose of this updated work was to document current site conditions, conduct updated searches for potentially jurisdictional Waters of the U.S. or wetlands, and suitable habitat for or presence of special-status species within the site.

Methods

Prior to the field survey, we conducted an updated search of California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB, 2017). The CNDDDB search area included the USGS 7.5-minute Riverbank and Escalon topographic quadrangles, encompassing approximately 120 square miles surrounding the project site. This information was used to identify wildlife and plant species that have been previously documented in the project vicinity or have the potential to occur based on suitable habitat and geographical distribution. The USFWS on-line-maps of designated critical habitat were also downloaded and plotted with respect to the site.

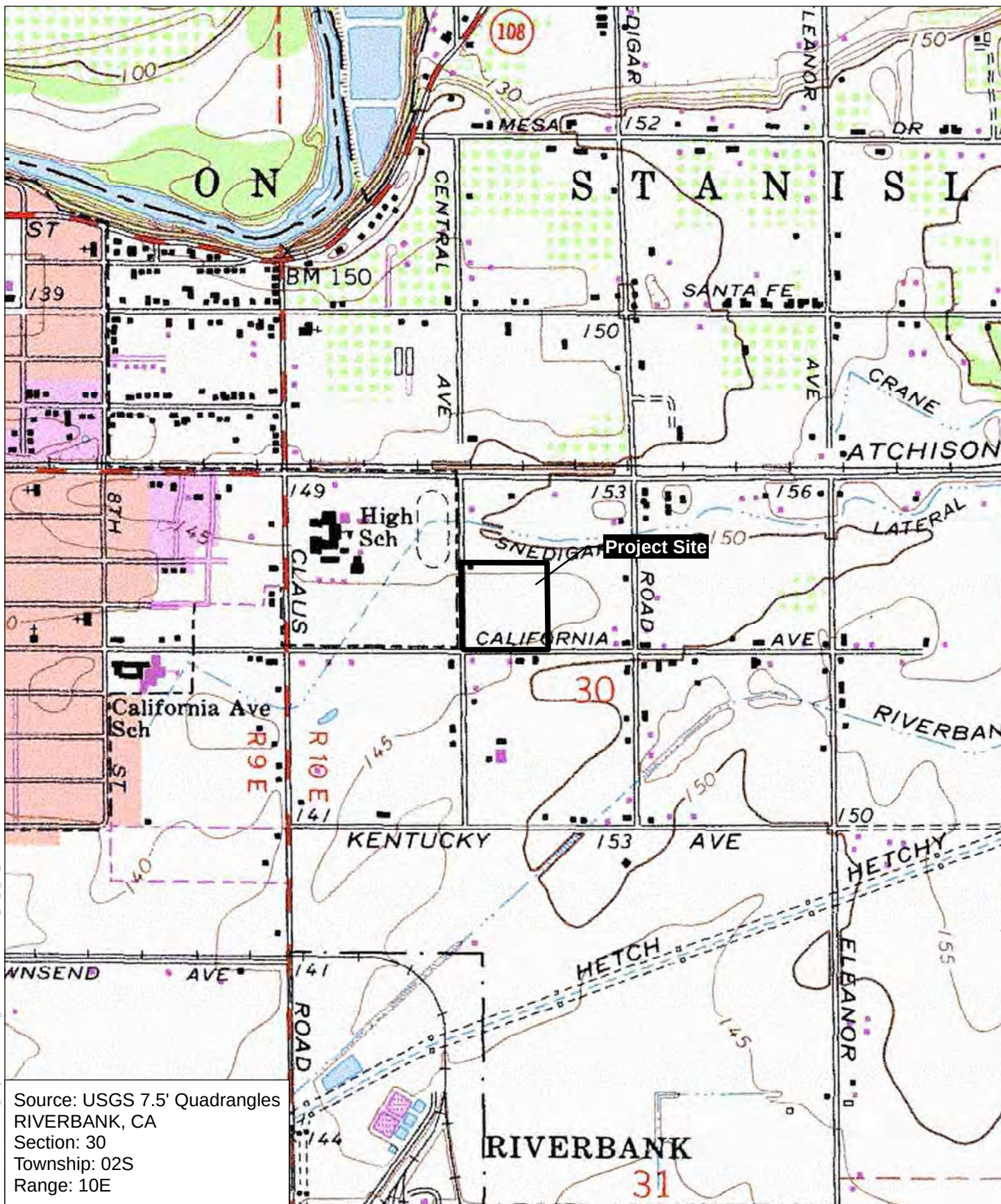
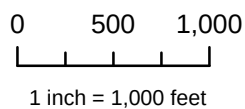


Figure 2

Moore Biological
 Consultants



PROJECT LOCATION

River Run
 Stanislaus County, CA

A field survey was conducted on July 14, 2017. The survey consisted of walking around the site making observations of current habitat conditions and noting surrounding land use, general habitat types, and plant and wildlife species. The survey included an assessment of the site for presence or absence of potentially jurisdictional Waters of the U.S. (a term that includes wetlands) as defined by the U.S. Army Corps of Engineers (ACOE) (1987; 2008), special-status species, and suitable habitat for special-status species (e.g., blue elderberry shrubs, vernal pools). Additionally, trees near the site were assessed for the potential use by nesting raptors including Swainson's hawk (*Buteo swainsoni*), and the site was searched for burrowing owls (*Athene cunicularia*) and/or burrows that could potentially support burrowing owls.

Results

GENERAL SETTING: The 9+/- acre site is in Riverbank, in Stanislaus County, California (Figure 1). The site is within Section 30, Township 2 South, Range 10 East of the USGS 7.5-minute Riverbank topographic quadrangle (Figure 2). The site is essentially level and is at an elevation of approximately 145 feet above mean sea level. The site consists of a leveled field of upland grassland, with a few trees along the edges, a home site, and an agriculture tailwater drain (Figure 3 and photographs in Attachment A).

The primary difference in habitat conditions in the body of the site (i.e., the field) from those of 2006 is that irrigation has ceased. The field was in irrigated pasture in 2006, and the field is now upland grassland. Review of historical aerial photographs confirms the field has not been irrigated for a decade.

VEGETATION AND WILDLIFE: California annual grassland series (Sawyer and Keeler-Wolf, 1995) best describes the grassland vegetation in the site. Oats (*Avena* sp.), foxtail barley (*Hordeum murinum*), ripgut brome (*Bromus diandrus*), foxtail barley (*Hordeum murinum*), and soft chess (*Bromus hordeaceus*), are



C:\Users\owner\Documents\Fremont Environmental Consulting\Projects\Moore Biological\River Run\MXD\Driver_run_figure_3.mxd

Google

Figure 3

Moore Biological
Consultants

0 50 100
1 inch = 100 feet



AERIAL

River Run
Stanislaus County, CA

Map Date: 07/18/2017
Aerial Photo: Google Earth (03/2016)

dominant grass species in the site. Other grassland species such as black mustard (*Brassica nigra*), bull thistle (*Cirsium vulgare*), prickly lettuce (*Lactuca serriola*), plantain (*Plantago lanceolata*), morning glory (*Convolvulus arvensis*), filaree (*Erodium* spp.), and common mallow (*Malva neglecta*) are intermixed with the grasses.

The 2006 report describes trees along the edges of the site and associated with the home site in the northwest corner of the parcel. Most or all of the trees along the edges of the site are still present, including some notable valley oaks (*Quercus lobata*) along in the southeast part of the site, along California Avenue (Figure 3 and photographs in Attachment A). Similar to 2006, no blue elderberry (*Sambucus mexicana*) shrubs were observed in or adjacent to the site during the recent survey.

The field provides foraging habitat for a variety of birds, and potential nesting habitat for ground-nesting birds. The only other difference in the body of the site from 2006 is that the field is not irrigated. The trees and shrubs in the site as well as the grasslands provide nesting habitat for birds.

WATERS OF THE U.S. AND WETLANDS: Consistent with the conclusions from 2006, an agriculture tailwater drain that carries water generally east to west across the south edge of the site is the only potentially jurisdictional Water of the U.S. in the site (Figure 3 and photographs in Attachment A). The drain enters the site from the east, flows south along the south part of the east edge of the site and then turns west. This drain is located in an easement held by Oakdale Irrigation District (OID) and drains tailwater from irrigation lands within a mile east of the site, passes through the site, and eventually drains in to OID's Main Canal.

The OID drain is believed to have been constructed in uplands and does not appear to meet the technical and/or regulatory criteria of jurisdictional wetlands or Waters of the U.S. However, it is possibly a natural ephemeral creek that was re-aligned and incorporated in to OID's irrigation and drainage network decades

ago. Under this scenario and its tributary relationship with the Main Canal (which is jurisdictional Water of the U.S.), the drain is a potentially Water of the U.S. To accommodate the new subdivision, the drain will need to be relocated to pipe in California Avenue. As the conversion of the drain to pipe is exempt from ACOE permit requirements per Regulatory Guidance Letter No. 07-02 (ACOE, 2007), there is no need to firmly establish the jurisdictional status of the drain.

The second ditch in the site noted in 2006 along the north edge of the site is still present, but is no longer used as the site is no longer irrigated. This irrigation ditch at the top end of the field derived water from the nearby Snedigar Lateral and terminated on site. Due to lack of a downstream connection with jurisdictional Waters of the U.S., this ditch does not meet the technical and regulatory criteria of jurisdictional Waters of the U.S.

The likelihood of occurrence of listed, candidate, and other special-status species in the project site is generally low. Table 1 provides a summary of the listing status and habitat requirements of special-status species that have been documented in the greater project vicinity or for which there is potentially suitable habitat in the greater project vicinity. This table also includes an assessment of the likelihood of occurrence of each of these species in the site. The evaluation of the potential for occurrence of each species is based on the distribution of regional occurrences (if any), habitat suitability, and field observations.

As was the case in 2006, only two species of special-status plants were identified in the CNDDDB (2017) search: legenere (*Legenere limosa*) and Greene's tuctoria (*Tuctoria greenei*) (Table 1 and Attachment B). No special-status plants or suitable habitat for special-status plants were observed in the site. Due to lack of suitable habitat, it is unlikely that special-status plants occur in the site.

The potential for intensive use of the site by special-status wildlife species is low. Special-status wildlife species recorded in project area in the CNDDDB (2017) query include Swainson's hawk, burrowing owl, western mastiff bat (*Eumops*

TABLE 1

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status ¹	State Status ¹	CNPS List ²	Habitat	Likelihood of Occurrence in the Project Site
PLANTS						
Legenere	<i>Legenere limosa</i>	None	None	1B	Vernal pools within the Central Valley.	Unlikely: There are no vernal pools in the site. The nearest occurrence of legenere recorded in the CNDDDB (2017) search area is approximately 6.5 miles north of the site.
Greene's tuctoria	<i>Tuctoria greenei</i>	E	R	1B	Vernal pools within the Central Valley.	Unlikely: There are no vernal pools in the site. The nearest occurrence of Greene's tuctoria recorded in the CNDDDB (2017) search area is approximately 5 miles northwest of the site.
WILDLIFE						
BIRDS						
Swainson's hawk	<i>Buteo swainsoni</i>	None	T	N/A	Nesting: large trees, usually within riparian corridors. Foraging: agricultural fields and annual grasslands.	Low: the on-site grasslands provide low-quality foraging habitat for this species; expansive alfalfa and hay fields in the region providing higher much quality foraging habitat. It is unlikely that Swainson's hawks would nest in one of the on-site trees. A Swainson's hawk was observed flying south of the site; Swainson's hawks were also observed nesting along the Stanislaus River on the same day as the field survey approximately 1.5 miles northwest of the site. The nearest occurrence of nesting Swainson's hawks in the CNDDDB (2017) search area is approximately 2 miles northwest of the site.
Burrowing owl	<i>Athene cunicularia</i>	None	None	N/A	Open, dry annual or perennial grasslands, deserts and scrublands characterized by low-growing vegetation.	Unlikely: the on-site grasslands provide suitable foraging habitat for burrowing owls. There are a few ground squirrel burrows in the site that could be used for nesting, however, no notable colonies were observed. The nearest occurrence of burrowing owl in the CNDDDB (2017) search area is approximately 2 miles southwest of the site.

TABLE 1

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status ¹	State Status ¹	CNPS List ²	Habitat	Likelihood of Occurrence in the Project Site
MAMMALS						
Western mastiff bat	<i>Eumops perotis californicus</i>	None	SC	N/A	Open, dry habitats with crevices in cliff faces, high buildings, trees and tunnels for roosting.	Unlikely: while there are no cliffs or notable rock outcrops, trees in the site may be used by this species for roosting. The nearest occurrence of western mastiff bat in the CNDDDB (2017) search area is approximately 5.5 miles northeast of the site.
AMPHIBIANS						
California tiger salamander	<i>Ambystoma californiense</i>	T	T	N/A	Breeds in seasonal water bodies such as deep vernal pools or stock ponds. Requires small mammal burrows for summer refugia.	Unlikely: there are no areas within or near the site that could provide breeding habitat for California tiger salamander and the site is not suitable for aestivation. The nearest occurrence of this species in the CNDDDB (2017) search area is approximately 4 miles northeast of the site. The site is not in designated critical habitat for California tiger salamander (USFWS, 2005a).
FISH						
Central Valley steelhead	<i>Oncorhynchus mykiss</i>	T	None	N/A	Riffle and pool complexes with adequate spawning substrates within Central Valley drainages.	Unlikely: there is no suitable aquatic habitat in or near the site for Central Valley steelhead. The nearest occurrence of Central Valley steelhead in the CNDDDB (2017) search area is in the Stanislaus River, approximately 0.5 miles northwest of the site. The Stanislaus River is also designated critical habitat for Central Valley steelhead (NOAA, 2005).
Hardhead	<i>Mylopharodon conocephalus</i>	None	SC	N/A	Clear, deep pools with sand and gravel bottoms in tributaries to the San Joaquin River and Sacramento River.	Unlikely: the Stanislaus River near the site provides suitable habitat for hardhead. The closest occurrence of hardhead in the CNDDDB (2017) is upstream along the Stanislaus River, approximately 4 miles northeast of the site.

TABLE 1

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED IN THE GREATER PROJECT VICINITY

Common Name	Scientific Name	Federal Status ¹	State Status ¹	CNPS List ²	Habitat	Likelihood of Occurrence in the Project Site
INVERTEBRATES						
Vernal pool tadpole shrimp	<i>Lepidurus packardii</i>	E	None	N/A	Vernal pools and seasonally wet depressions within the Central Valley.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of vernal pool tadpole shrimp in the CNDDDB (2017) search area is approximately 2 miles southwest of the site. The site is not within designated critical habitat for vernal pool tadpole shrimp (USFWS, 2005b).
Vernal pool fairy shrimp	<i>Branchinecta lynchi</i>	T	None	N/A	Vernal pools and seasonally inundated depressions in the Central Valley.	Unlikely: there are no vernal pools or seasonal wetlands in the site. The nearest occurrence of vernal pool fairy shrimp in the CNDDDB (2017) search area is approximate 2 miles southwest of the site. The site is not within designated critical habitat for any vernal pool shrimp species (USFWS, 2005b).
Valley elderberry longhorn beetle	<i>Desmocerus californicus dimorphus</i>	T	None	N/A	Elderberry shrubs in the Central Valley and surrounding foothills	Unlikely: no blue elderberry shrubs were observed in or adjacent to the site. The nearest occurrence of valley elderberry longhorn beetle in the CNDDDB (2017) search area is along the Stanislaus River, approximately 2 miles northwest of the site.

Notes:

¹ T= Threatened; E = Endangered; R = Rare; SC = Species of Special Concern per California Department of Fish and Wildlife.

² CNPS List 1B includes species that are rare, threatened, or endangered in California and elsewhere.

perotis californicus), California tiger salamander (*Ambystoma californiense*), Central Valley steelhead (*Oncorhynchus mykiss*), hardhead (*Mylopharodon conocephalus*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardii*), and valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) (Attachment B). Central Valley steelhead and hardhead, which occur in the Stanislaus River, are the only new species included in the CNDDDB since the 2006 search.

Of the wildlife species identified in the CNDDDB, Swainson's hawk and burrowing owl are the only species with potential to occur in the site on more than a transitory or very occasional basis. Both birds could potentially nest in or near the site in the future and both may forage in the site on occasion. Other special-status birds may fly over or forage in the area on occasion, but would not be expected to nest in or near the project site. The site does not provide suitable aquatic habitat for any type of fish or California tiger salamander. There are no blue elderberry shrubs in the site, precluding the potential occurrence of valley elderberry longhorn beetle. There are no vernal pools or seasonal wetlands in the site for vernal pool branchiopods (i.e., fairy and tadpole shrimp).

The site is not within designated critical habitat for California red-legged frog (USFWS, 2006), federally listed vernal pool shrimp or plants (USFWS, 2005a), California tiger salamander (USFWS, 2005b), valley elderberry longhorn beetle (USFWS, 1980), delta smelt (USFWS, 1994), or Central Valley steelhead (NOAA, 2005) (Attachment C).

Conclusions

- The body of the site is leveled formerly irrigated pasture that is no longer irrigated and is now vegetated with upland grasses and weeds. There are some notable oaks along the edge of the site and a few trees near the home in the northwest corner of the site.

- The only potentially jurisdictional Water of the U.S. in the site is an OID drain along the south edge and along part of the east edge of the site. The jurisdictional status of the drain is not clear and there is no need to firmly establish the jurisdictional status of the drain. Pursuant to the Exemptions for Construction or Maintenance of Irrigation Ditches and Maintenance of Drainage Ditches Under Section 404 of Clean Water Act (ACOE, 2007), conversion of the drain to pipe is exempt from ACOE permit requirements.
- Due to a lack of suitable habitat, it is unlikely that special-status plants occur in the site.
- With the exception of Swainson's hawk and burrowing owl, no special-status wildlife species are expected to occur in or near the site on more than a very occasional or transitory basis.
- The site contains potential Swainson's hawk foraging habitat, however actual use of the site by foraging Swainson's hawks has not been documented. The large trees in the site are potentially suitable for nesting. Development of the site would result in a minor loss of potential Swainson's hawk foraging habitat and would contribute to a cumulative loss of Open Space and associated biological resource values.
- Due to the site location so far east in the valley and limited number of trees in the site, it is unlikely Swainson's hawks will in the site in the future. Pre-construction surveys for nesting Swainson's hawks within 0.25 miles of the project site are recommended if construction commences between March 1 and September 15. If active nests are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should utilize criteria set forth by CDFW (CDFG, 1994).

- Burrowing owls could nest in the site in the future if burrow habitat is available. Pre-construction surveys for burrowing owls are recommended if construction commences between February 1 and August 31. If occupied burrows are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should be pursuant to criteria set forth by CDFW (CDFG, 2012).
- The grasslands in the site could be used for nesting by other birds protected by the Migratory Bird Treaty Act of 1918 and/or Fish and Game Code of California. If vegetation removal and/or construction commences during the general avian nesting season (March 1 through July 31), a pre-construction survey for nesting birds is recommended. If active nests are found, work in the vicinity of the nest should be delayed until the young fledge.

We hope this information is useful. Please call me at (209) 745-1159 with any questions.

Sincerely,



Diane S. Moore, M.S.
Principal Biologist

References and Literature Consulted

ACOE (U.S. Army Corps of Engineers). 1987. Technical Report Y87-1. U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, MI.

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Attachment A

Photographs



Formerly irrigated pasture in the south part of the site, looking north; 07/14/17.



Blackberry brambles along Central Avenue near the southwest corner of the site, looking north; 07/14/17.



Valley oaks along California Street in the southeast corner of the site, looking west; 07/14/17.



Existing home and outbuildings in the northwest corner of the site, looking southeast; 07/14/17.



Tailwater ditch along the east edge of the site, looking north from near California Street; 07/14/17.



Tailwater ditch along the south edge of the site, looking east from near Central Avenue; 07/14/17.

Attachment B

CNDDB Summary Report and Exhibits



Selected Elements by Scientific Name

California Department of Fish and Wildlife

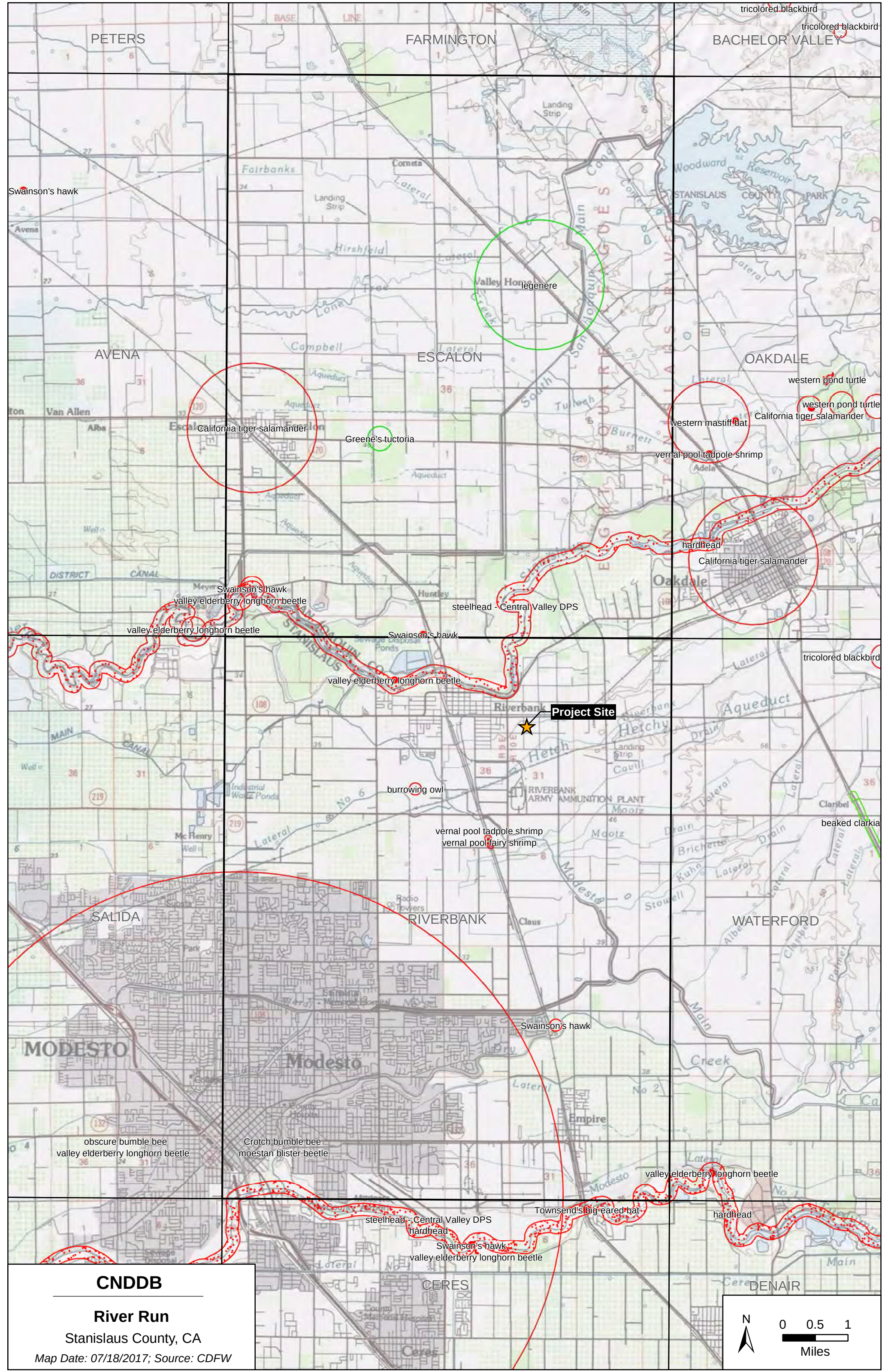
California Natural Diversity Database



Query Criteria: Quad(Riverbank (3712068) OR Escalon (3712078))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Ambystoma californiense</i> California tiger salamander	AAAAA01180	Threatened	Threatened	G2G3	S2S3	WL
<i>Athene cunicularia</i> burrowing owl	ABNSB10010	None	None	G4	S3	SSC
<i>Bombus caliginosus</i> obscure bumble bee	IIHYM24380	None	None	G4?	S1S2	
<i>Bombus crotchii</i> Crotch bumble bee	IIHYM24480	None	None	G3G4	S1S2	
<i>Branchinecta lynchi</i> vernal pool fairy shrimp	ICBRA03030	Threatened	None	G3	S3	
<i>Buteo swainsoni</i> Swainson's hawk	ABNKC19070	None	Threatened	G5	S3	
<i>Desmocerus californicus dimorphus</i> valley elderberry longhorn beetle	IICOL48011	Threatened	None	G3T2	S2	
<i>Eumops perotis californicus</i> western mastiff bat	AMACD02011	None	None	G5T4	S3S4	SSC
<i>Legenere limosa</i> legenere	PDCAM0C010	None	None	G2	S2	1B.1
<i>Lepidurus packardii</i> vernal pool tadpole shrimp	ICBRA10010	Endangered	None	G4	S3S4	
<i>Lytta moesta</i> moestan blister beetle	IICOL4C020	None	None	G2	S2	
<i>Mylopharodon conocephalus</i> hardhead	AFCJB25010	None	None	G3	S3	SSC
<i>Oncorhynchus mykiss irideus</i> steelhead - Central Valley DPS	AFCHA0209K	Threatened	None	G5T2Q	S2	
<i>Tuctoria greenei</i> Greene's tuctoria	PMPOA6N010	Endangered	Rare	G1	S1	1B.1

Record Count: 14

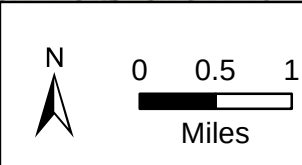
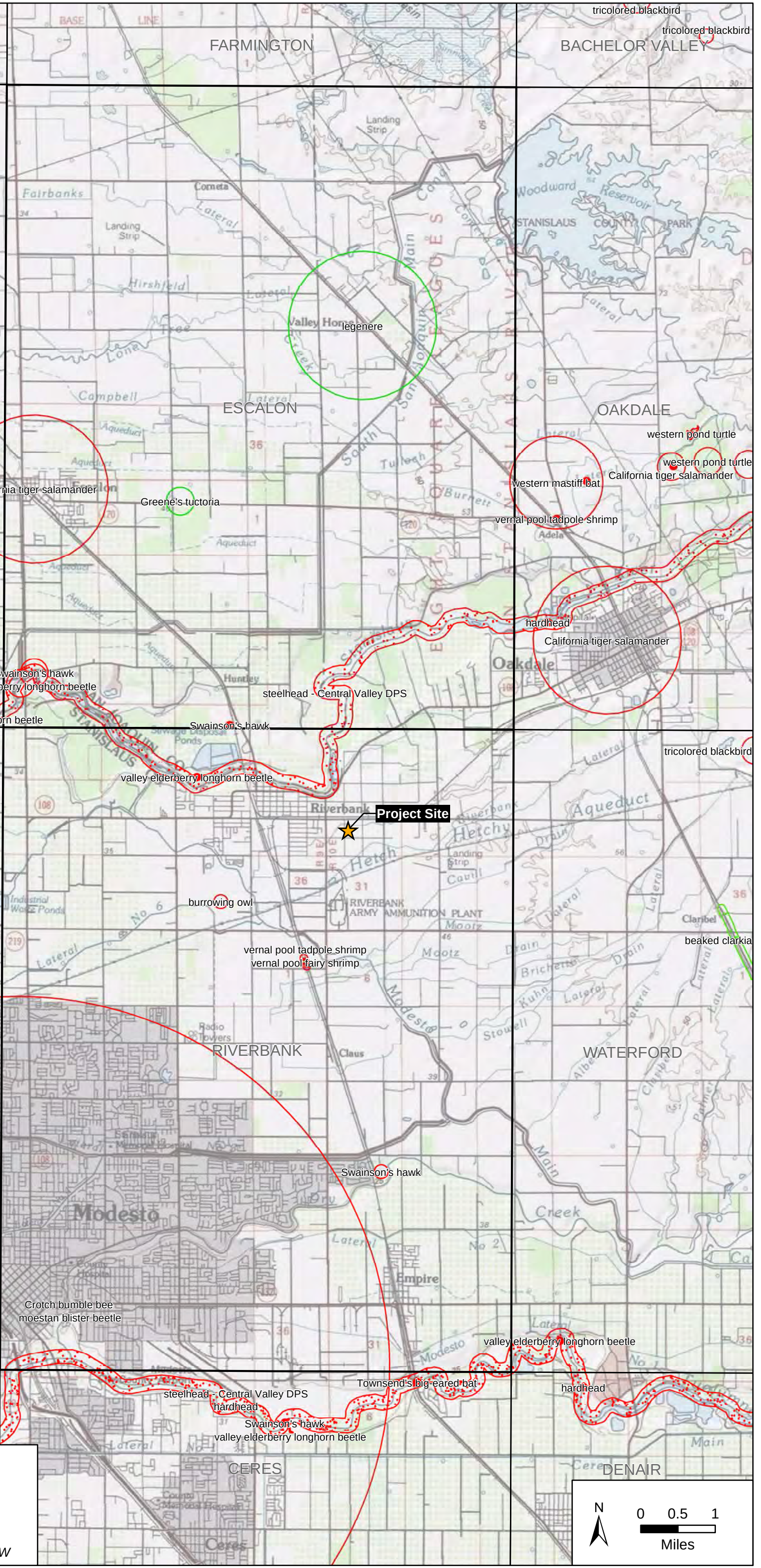


CNDDDB

River Run

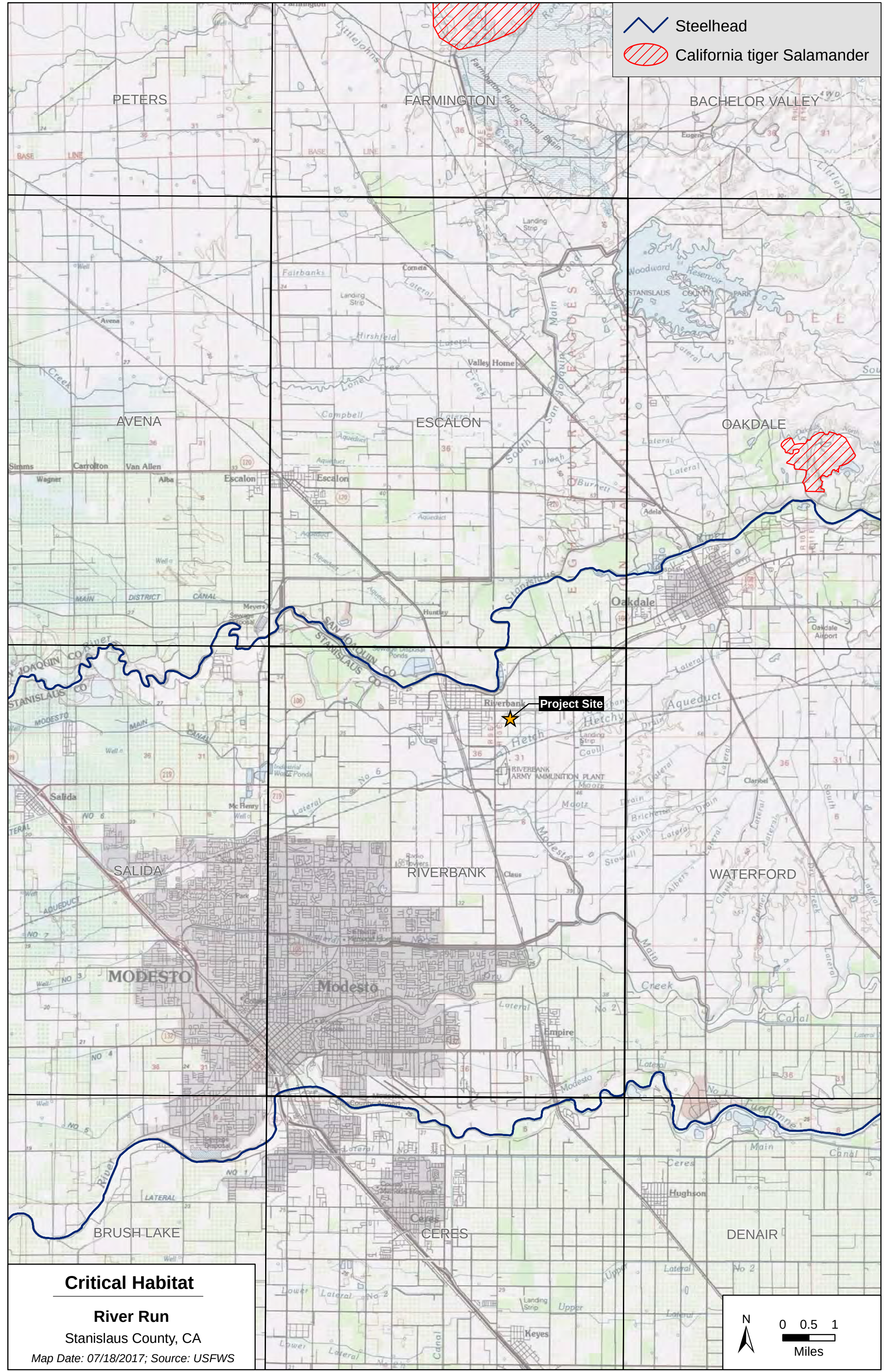
Stanislaus County, CA

Map Date: 07/18/2017; Source: CDFW



Attachment C

Designated Critical Habitat



MOORE BIOLOGICAL CONSULTANTS

January 25, 2005

Mr. Wayne Bruns
Willow Equities LLC
3397 Lagoon Ave
Atwater, California 95301

Subject: BASELINE BIOLOGICAL RESOURCES INVENTORY AT THE 9 +/- ACRE "WHITE"
PARCEL SITE, RIVERBANK, CALIFORNIA

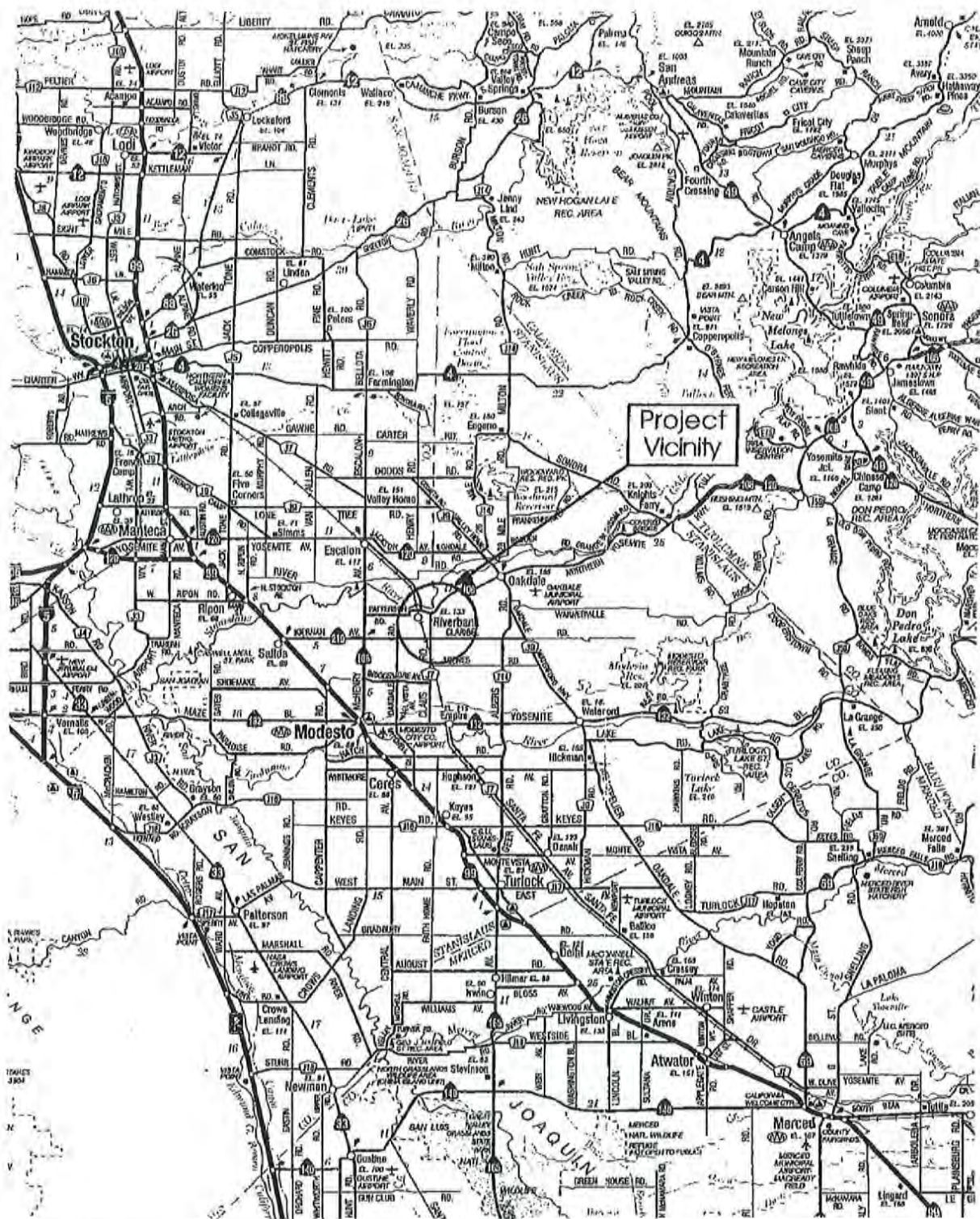
Dear Wayne:

Thank you for contracting with Moore Biological Consultants to conduct a baseline biological resources inventory of the subject property (Figures 1 and 2). The focus of our work was to conduct a site evaluation for wetlands and suitable habitat for or presence of sensitive species. This letter report details the methodology and results of our investigation.

Methods

Prior to the field survey, we conducted an updated search of California Department of Fish and Game's (CDFG) California Natural Diversity Database (CNDDB, 2005). This information was used to identify wildlife and plant species that have been previously documented in the project vicinity or have the potential to occur based on suitable habitat and geographical distribution. Since the location of the project site is near the northern edge of the USGS 7.5-minute Riverbank topographic quadrangle, the CNDDB search area encompassed both the Riverbank and Escalon quadrangles, an area of approximately 140 square miles surrounding the site.

The field survey was conducted on January 17, 2005. The survey consisted of walking throughout the site making observations of current habitat conditions and noting surrounding land use, general habitat types, and plant and wildlife species. We conducted a search for Jurisdictional Waters of the U.S. (a term that includes wetlands)



Scale: 1 Inch = 9 miles

Source: Calif. State Automobile Association

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FIGURE 1
PROJECT VICINITY



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FIGURE 2
PROJECT LOCATION

as defined by the U.S. Army Corps of Engineers (ACOE, 1987), sensitive species, and suitable habitat for sensitive species (e.g., elderberry shrubs, vernal pools, and potential nest trees for Swainson's hawk).

Results

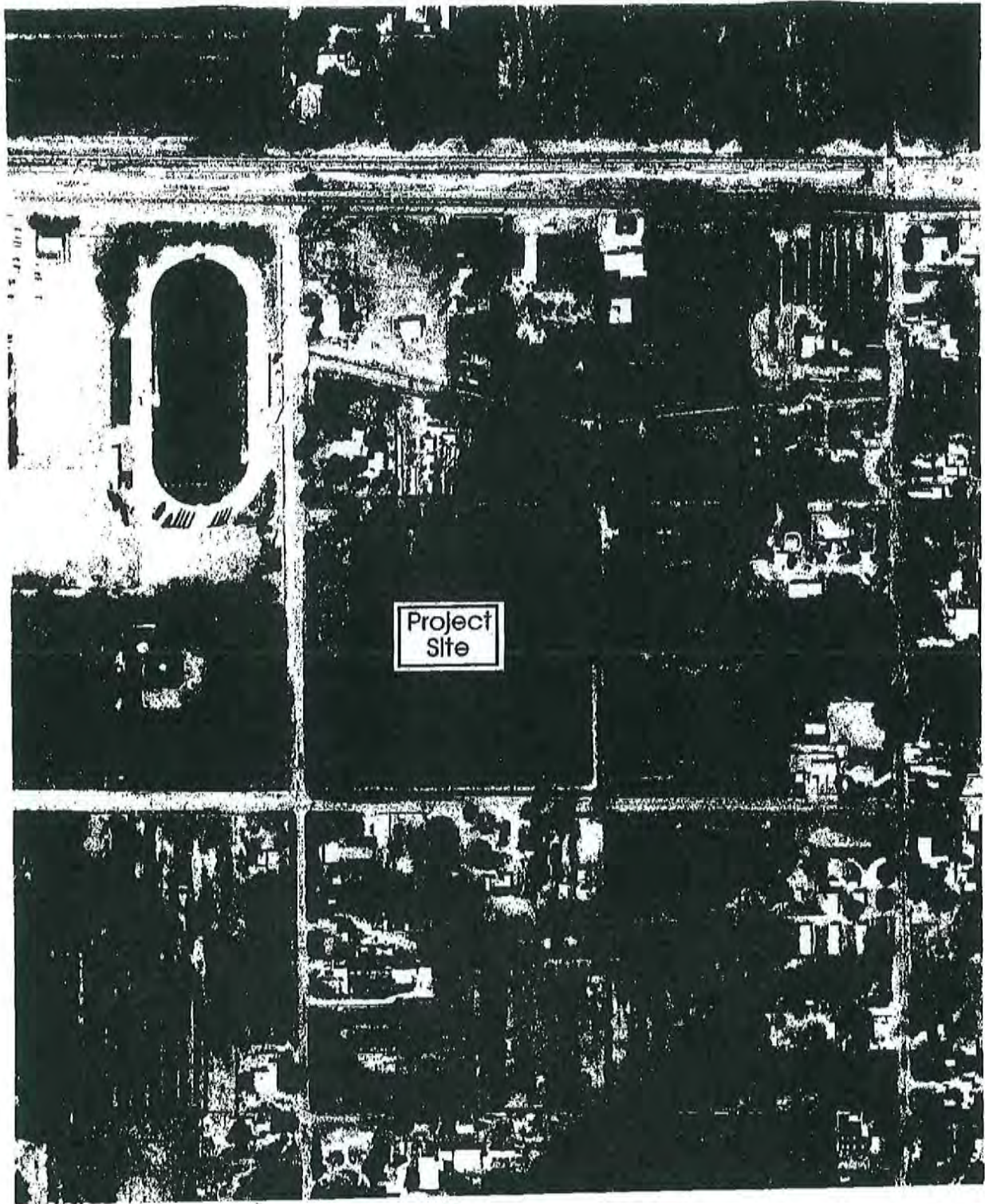
GENERAL SETTING: The project site is located east of the City of Riverbank, California (Figures 1 and 2). The site is within Section 30, Township 2 South, Range 10 East of the USGS 7.5-minute Riverbank topographic quadrangle (Figure 2). The site topography is flat due to past land leveling and the site is located at approximately 145 feet elevation. Surrounding land uses in this portion of Riverbank are primarily ranchettes with subdivisions fast approaching.

California Avenue bounds the site to the south and Central Avenue and a high school are located to the west of the site (Figure 3). There are ranchettes to the north, east, and south of the site. The site consists of a single home site and associated irrigated pasture. The irrigated pasture has ditches along portions of the north and east sides and the entire south side that are labeled "O.I.D. easement" on the assessor's map.

VEGETATION: The main body of the project site is irrigated pastures utilized for grazing horses and a single home site with associated ornamental trees and shrubs. Vegetation within the irrigated pastures consists of various native and non-native perennial species such as Dallis grass (*Paspalum dilatatum*), white clover (*Trifolium repens*), Bermuda grass (*Cynodon dactylon*) and deergrass (*Muhlenbergia rigens*). A complete list of plant species observed on-site is provided in Table 1.

There are a few large trees within the project site. Most of the on-site trees are associated with the home site and along the southern edge of the property; all of these trees are readily apparent in a recent aerial photograph (Figure 3). Some of the trees include a large valley oak (*Quercus lobata*), elm (*Ulmus*), and pecan (*Carya illinoensis*). We observed no blue elderberry (*Sambucus mexicana*) shrubs within or adjacent to the project site.

WILDLIFE: A limited number of wildlife species were observed during the recent survey. Some of the more common birds observed include house sparrow (*Passer*



Scale: 1 Inch = 300 feet

Source: WAC, Inc. (photo date: 9/18/00)

MOORE BIOLOGICAL



FIGURE 3
AERIAL PHOTOGRAPH

TABLE 1
PLANT SPECIES OBSERVED DURING THE 2005 SURVEY

<i>Avena</i> sp.	oat
<i>Brassica rapa</i>	field mustard
<i>Bromus</i> sp.	brome sp.
<i>Capsella bursa var. pastoris</i>	shepherds purse
<i>Carduus pycnocephalus</i>	Italian thistle
<i>Carya illinoensis</i>	pecan
<i>Claytonia perfoliata</i>	miner's lettuce
<i>Cynodon dactylon</i>	Bermuda grass
<i>Cyperus</i> sp.	sedge sp.
<i>Dactylis glomerata</i>	orchard grass
<i>Erodium botrys</i>	filaree
<i>Ficus carica</i>	edible fig
<i>Hordeum murinum</i>	foxtail barley
<i>Lolium perenne</i>	perennial ryegrass
<i>Ludwigia peploides</i>	water primrose
<i>Malva neglecta</i>	common mallow
<i>Montia perfoliata</i>	miner's lettuce
<i>Paspalum dilatatum</i>	dallis grass
<i>Quercus lobata</i>	valley oak
<i>Rubus discolor</i>	Himalayan blackberry
<i>Rumex crispus</i>	curly dock
<i>Raphanus sativus</i>	wild radish
<i>Silybum marianum</i>	milk thistle
<i>Sonchus oleraceus</i>	sow thistle
<i>Trifolium</i> sp.	clover
<i>Ulmus</i>	elm
<i>Urtica dioica</i>	stinging nettle
<i>Xanthium strumarium</i>	cocklebur

domesticus), turkey vulture (*Cathartes aura*), killdeer (*Charadrius vociferus*), yellow-billed magpie (*Pica nuttalli*), and red-winged blackbird (*Agelaius phoeniceus*). All of these are species commonly found in rural and semi-rural habitats in the greater project vicinity. Table 2 is a list of bird species observed while at the project site.

There are several potential nest trees within the project site that are suitable for nesting raptors and other protected migratory birds, including Swainson's hawk (*Buteo swainsoni*). No nesting raptors were observed during the recent survey. This negative survey result would be expected due to the time of year that this survey was conducted (i.e. at the extreme fall end of the raptor nesting season). Given the size of the site, the presence of nesting habitat (large trees) within the site, as well as the irrigated pasture for foraging, it is likely one or more pairs of raptors, plus a variety of songbirds, nest in trees at the site each year.

A limited variety of mammals common to agricultural and semi-rural areas occur within the project site. Evidence of ground squirrels (*Spermophilus beecheyi*) was observed while at the site. Striped skunk (*Mephitis mephitis*) and opossum (*Didelphis virginiana*) are expected to occur at the site. A number of species of small rodents including mice (*Mus musculus*, *Reithrodontomys megalotis*, and *Peromyscus maniculatus*) and voles (*Microtus californicus*) also are likely to occur.

Based on habitat types present, a limited variety of amphibians and reptiles may use habitats within the project site. The project site does contain suitable habitat for species such as Gilbert's skink (*Eumeces gilberti*) and western fence lizard (*Sceloporus occidentalis*), although none were observed.

WATERS OF THE U.S AND WETLANDS: Waters of the U.S., including wetlands, are broadly defined under 33 Code of Federal Regulations (CFR) 328 to include navigable waterways, their tributaries, and adjacent wetlands. State and federal agencies regulate these habitats and Section 404 of the Clean Water Act requires that a permit be secured prior to the discharge of dredged or fill materials into any waters of the U.S., including wetlands. Both CDFG and ACOE have jurisdiction over modifications to riverbanks, lakes, stream channels and other wetland features.

Although definitions vary to some degree, wetlands are generally considered to be areas that are periodically or permanently inundated by surface or ground water, and

TABLE 2
WILDLIFE SPECIES OBSERVED DURING THE 2005 SURVEY

Birds

Turkey vulture	<i>Cathartes aura</i>
Ring-necked pheasant	<i>Phasianus colchicus</i>
Killdeer	<i>Charadrius vociferus</i>
Western scrub jay	<i>Aphelocoma coerulescens</i>
Yellow-billed magpie	<i>Pica nuttalli</i>
American crow	<i>Corvus brachyrhynchos</i>
American robin	<i>Turdus migratorius</i>
European starling	<i>Sturnus vulgaris</i>
Red-winged blackbird	<i>Agelaius phoeniceus</i>
Western meadowlark	<i>Sturnella neglecta</i>
House finch	<i>Carpodacus mexicanus</i>
House sparrow	<i>Passer domesticus</i>

support vegetation adapted to life in saturated soil. Jurisdictional wetlands are vegetated areas that meet specific vegetation, soil, and hydrologic criteria defined by the ACOE *Wetlands Delineation Manual* (ACOE, 1987). Waters of the U.S. are drainage features or water bodies as described in 33 CFR 328.4. ACOE holds sole authority to determine the jurisdictional status of waters of the U.S., including wetlands.

Jurisdictional wetlands and Waters of the U.S. include, but are not limited to, perennial and intermittent creeks and drainages, lakes, seeps, and springs; emergent marshes; riparian wetlands; and seasonal wetlands. Wetlands and Waters of the U.S. provide critical habitat components, such as nest sites and a reliable source of water, for a wide variety of wildlife species.

There are a few potential waters of the U.S., including wetlands, located in the project site that may fall under the jurisdiction of ACOE and CDFG. All of these potential waters of the U.S. are well-developed irrigation canals located along the edges of the site. Although they may be entirely created and hydrologically manipulated, most of these

on-site irrigation laterals appear to have the potential to fall under ACOE jurisdiction due to connectivity with creeks or rivers. ACOE has recently asserted jurisdiction over irrigation ditches in situations where water flows out of Jurisdictional Waters of the U.S. via gravity, is conveyed in the ditches, and has an opportunity to return to Jurisdictional Waters of the U.S. As ACOE holds the authority to determine jurisdiction or non-jurisdiction, a formal wetland delineation, based on current regulations of ACOE, would need to be conducted to firmly establish the extent of Jurisdictional Waters of the U.S., including wetlands, on the project site.

All of the on-site irrigation laterals derive water from the Snedigar Lateral, which flows in an east to west direction several hundred feet north of the site (see Figures 2 and 3). Water in Snedigar Lateral is derived from the Stanislaus River, at a diversion in the foothills way east of the site. As excess water in the Snedigar Lateral is eventually returned to the Stanislaus River (to the west of the site), the Snedigar Lateral is believed to fall under ACOE jurisdiction. The potential for the on-site Snedigar Lateral "spur ditches" to be jurisdictional depends on whether the water has the opportunity to return to Jurisdictional Waters of the U.S. downstream (i.e., west) of the site. As the ditch along the north edge of the site terminate on-site, it is likely non-jurisdictional. As water in the ditches along the east and south edges of the site is conveyed off-site to the west to an unknown location, it's potential for being jurisdictional is less clear. If the water does in fact have an opportunity to return to Jurisdictional Waters of the U.S. downstream (i.e., west) of the site, these on-site ditches along the east and south edges of the site may be jurisdictional.

SENSITIVE SPECIES: The likelihood of occurrence of listed, candidate, and other sensitive species in the project site is generally considered low. Table 3 provides a summary of the listing status and habitat requirements of sensitive species that have been documented in the project vicinity or for which there is potentially suitable habitat in the project vicinity. This table also includes an assessment of the likelihood of occurrence of each of these species at the project site. The evaluation of the potential for occurrence of each species is based on the distribution of regional occurrences (if any), habitat suitability, and field observations.

While the project site may have provided habitat for a subset of the sensitive species listed in Table 3 at some time in the past, agriculture and development have substantially modified natural habitats in the project vicinity. Through reviewing Table 3,

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED OR POTENTIALLY-OCCURRING IN THE PROJECT VICINITY

Common Name	Scientific Name	Federal Status ¹	State Status ²	CNPS List ³	Habitat	Potential for Occurrence in Project Site
PLANTS						
Legenere	<i>Legenere limosa</i>	None	None	1B	Vernal pools.	None: there are no vernal pools within the project site. The nearest occurrence of this species is located approximately 6 miles north of the project site (CNDDb, 2005). This occurrence is presumed extirpated.
Greene's tuctoria	<i>Tuctoria greenei</i>	E	R	1B	Vernal pools.	None: there are no vernal pools within the project site. The nearest occurrence of this species is located approximately 4 miles northwest of the project site (CNDDb, 2005). This occurrence is presumed extirpated.
WILDLIFE						
Swainson's hawk	<i>Buteo swainsoni</i>	None	T	N/A	Breeds in stands of tall trees in open areas. Requires adjacent suitable foraging habitats such as grasslands or alfalfa fields supporting rodent populations.	Low: the site contains potential Swainson's hawk nesting as well as foraging habitat, although use of the site by Swainson's hawks has not been documented. There are also suitable nest trees surrounding the project site. The nearest occurrence is located approximately 4 miles northwest of the site (CNDDb, 2005).
Burrowing owl	<i>Athene cunicularia</i>	None	SC	N/A	Found in open, dry annual or perennial grasslands, deserts and scrublands characterized by low-growing vegetation, subtterranean nester, dependent upon burrowing mammals.	Very low: no owls were observed at the project site. Very few ground squirrel burrows were observed at the site. The nearest occurrence is documented approximately 2 miles south of project site (CNDDb, 2005).

TABLE 3

SPECIAL-STATUS PLANT AND WILDLIFE SPECIES DOCUMENTED OR POTENTIALLY-OCCURRING IN THE PROJECT VICINITY

Common Name	Scientific Name	Federal Status ¹	State Status ²	CNPS List ³	Habitat	Potential for Occurrence in Project Site
California tiger salamander	<i>Ambystoma californiense</i>	T	SC	N/A	Seasonal stock ponds and vernal pools that pond water well into spring required for breeding.	None: there is no suitable breeding habitat for this species within or adjacent to the project site. The nearest occurrence of this species is located approximately 6 miles northwest of the project site (CNDDDB, 2005).
Vernal pool tadpole shrimp	<i>Lepidurus packardii</i>	E	None	N/A	Vernal pools.	None: there are no vernal pools in the project site. The closest occurrence of vernal pool tadpole shrimp in the CNDDDB (2005) is located approximately 2 miles south of the project site. The site is not within an area designated by the U.S. Fish & Wildlife Service as critical habitat for vernal pool species (USFWS, 2004c)
Valley elderberry longhorn beetle	<i>Desmocerus californicus dimorphus</i>	T	None	N/A	Elderberry shrubs, usually in Central Valley riparian habitats.	None: there are no elderberry shrubs within the project site. The CNDDDB (2005) lists a few occurrences approximately 2 miles northwest of the project site.

¹ T = Threatened; E = Endangered.² T = Threatened; R = Rare; SC=State of California Species of Special Concern.

it becomes apparent that the likelihood of occurrence of listed, candidate, and other sensitive species in the project site is considered low to none. No sensitive species were observed during the recent survey and the irrigated pastures provide marginally suitable habitat for a very limited subset of these species.

SENSITIVE PLANTS: Two sensitive plants are identified in the CNDDDB (2005) search area. These species are *Legenere* (*Legenere Ilmosa*) and Greene's tuctoria (*Tuctoria greenei*), both of which are found in vernal pools. Sensitive plants generally occur in relatively undisturbed areas and are largely found within unique vegetation communities and/or habitats such as vernal pools, and well-developed riparian wetlands, which is not the scenario within the project site. The leveled irrigated pasture provides no suitable habitat for sensitive plants and consequently, the likelihood of occurrence of sensitive plants within the site is considered very low to none.

SENSITIVE WILDLIFE: The potential for intensive use of habitats within the project site by sensitive wildlife species is considered low. Swainson's hawk, burrowing owl, valley elderberry longhorn beetle (*Desmoceris californicus dimorphus*), California tiger salamander (*Ambystoma californiense*) and vernal pool tadpole shrimp (*Lepidurus packardii*) are the five sensitive wildlife species identified in the CNDDDB (2005) query. While the project site and surrounding areas may have provided habitat for a variety of sensitive wildlife species in the past, prior leveling of the site and development on surrounding parcels has substantially modified natural habitats within the greater project vicinity.

Of the sensitive species listed in Table 3, Swainson's hawk and burrowing owl are the only species with what is considered at least some potential to occur near the site on more than an occasional or transitory basis and are discussed further below. Additionally, while the likelihood of on-site occurrence of California tiger salamander is considered remote, this species has been recently listed as threatened by U.S. Fish & Wildlife Service (USFWS) and is discussed below for the sake of completeness.

SWAINSON'S HAWK: Swainson's hawk is listed as Threatened by CDFG and is a Federal Species of Special Concern. In the Central Valley, this hawk typically nests in oak or cottonwood trees in or near riparian habitats. Swainson's hawks prefer nesting sites that provide sweeping views of nearby foraging grounds consisting of grasslands, irrigated pasture, alfalfa, hay, and wheat crops. Most Swainson's hawks are migratory, wintering

In Mexico and breeding in California and elsewhere in the western United States. The raptor generally arrives in the Central Valley in mid-March, and begins courtship and nest construction immediately upon arrival at the breeding sites. The young fledge in early July, and most Swainson's hawks leave their breeding territories by late August to early September.

The CNDDDB (2005) contains two records of nesting Swainson's hawk in the greater project vicinity, but none in or immediately adjacent to the project site. The nearest occurrence of a nesting pair reported in the CNDDDB is located approximately 4 miles northwest of the site. There are suitable nest trees within and surrounding the project site, as well as areas of grasslands and/or annual cropland that Swainson's hawks could use for foraging. The likelihood of Swainson's hawks nesting in this area in the future is considered generally low but can not be precluded at this time.

BURROWING OWL: Burrowing owls are a year-long resident in a variety of grasslands as well as scrublands that have a low density of trees and shrubs with low growing vegetation; burrowing owls which nest in the Central Valley may winter elsewhere. The primary habitat association of the burrowing owl is burrows for nesting. The owl usually nests in old ground squirrel burrows, although they have been known to dig their own burrows in softer soils. In urban areas, burrowing owls often utilize artificial burrows including pipes, culverts, and piles of concrete pieces. This semi-colonial owl breeds from March through August, and is most active while hunting during dawn and dusk.

No burrowing owls were observed in the project site during the recent survey and the intensity of irrigation substantially reduces the likelihood of owls potentially using the site for nesting. While there are a few suitable ground squirrel burrows along the edges of the fields, none of these burrows had any evidence of burrowing owl occupancy (i.e. whitewash, feathers and/or pellets). Within the search area, the CNDDDB (2005) contains only one record of nesting burrowing owls, approximately two miles south of the site. Due to limited regional occurrences of this species and limited on-site habitat, the likelihood of burrowing owls nesting on-site in the future is considered very low.

CALIFORNIA TIGER SALAMANDER: California tiger salamander is a State of California Species of Special Concern and was recently listed as threatened by the USFWS under the Federal Endangered Species Act (USFWS, 2004a). In August 2004, USFWS also proposed rules for designated critical habitat for the California tiger salamander

(USFWS, 2004b). Review of the USFWS map of proposed critical habitat for California tiger salamander indicates that the project site is not within a proposed Critical Habitat Unit for California tiger salamander (USFWS, 2004c).

California tiger salamanders require stock ponds without game fish or deep, large vernal pools, which hold water well into the spring (i.e., April or May) for breeding (Jennings and Hayes, 1994). Following breeding, the young disperse across upland habitats up to 1.5 miles and spend the summer months in subterranean refugia such as small mammal burrows. Relatively deeper vernal pools in the greater project vicinity serve as potential breeding habitat for this species and the nearby grasslands contain burrows and cracks suitable for over-summering.

There are no vernal pools within the site that could provide breeding habitat for California tiger salamander. While stock ponds in areas surrounding the site could conceivably provide a hydrologic regime suitable for breeding, the irrigated pastures and orchards both on-site and in surrounding areas do not provide suitable summer refugia. The combined lack of observations of this species in the vicinity (CNDDDB, 2004) and lack of suitable over-summering habitat in or near the site renders it extremely unlikely that California tiger salamanders would be found within or immediately adjacent to the site. The closest occurrence of California tiger salamanders is approximately 6 miles north west of the project site.

Conclusions and Recommendations

- The likelihood of occurrence of listed, candidate, and other sensitive plants within the site is considered remote.
- The only potential waters of the U.S., including wetlands that we observed within the project site are the well-developed irrigation canals located along the edges of the site. Although they may be entirely created and hydrologically manipulated, some of these on-site irrigation laterals appear to have the potential to fall under ACOE jurisdiction due to connectivity with creeks or rivers. However, as only the ACOE holds the authority to determine jurisdiction or non-jurisdiction, a formal wetland delineation, based on current regulations of ACOE, would need to be

conducted and submitted to ACOE to firmly establish the extent of jurisdictional Waters of the U.S., including wetlands (if any), within the project site.

- The potential need for Willow Equities LLC to construct any off-site improvements (roads, utilities, outfalls) that may involve work in waters of the U.S. is not known.
- It is recommended that Willow Equities LLC seek confirmation from the CEQA Lead Agency regarding the need, if any, for off-site improvements. If any off-site improvements involve work within areas that are determined to be jurisdictional waters of the U.S., impacts should be avoided to the maximum extent practicable through thoughtful project design. If fill (i.e. utility lines, structures, culverts, road crossings, outfall structures, etc.) is to be placed within jurisdictional waters of the U.S., including wetlands, wetland permits and/or certification may be required from several agencies including ACOE, CDFG, and Regional Water Quality Control Board.
- The site contains potential Swainson's hawk foraging habitat as well as nesting habitat, although use of the site by foraging Swainson's hawks has not been documented. The project will result in a minor loss of potential Swainson's hawk foraging habitat and would contribute to a cumulative loss of Open Space and associated biological resource values.
- Pre-construction surveys for nesting Swainson's hawks within 0.25 miles of the project site and burrowing owls within 250 feet of the site should be conducted for construction activities between March 1 and September 15 (for hawks) and February 1 through August 31 (for owls). If active nests are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. These determination(s) should be made pursuant to criteria set forth by CDFG (1994) and/or CDFG (1995).
- On-site trees could be used by nesting raptors and other protected birds. Any trees that need to be removed to facilitate future development

should be felled outside of the general bird nesting season (February 1 through August 31) or a nesting bird survey should be conducted immediately prior to tree removal. If active nests are found, tree felling should be delayed until the young have fledged.

- We observed no other outstanding wetlands, sensitive species, or biological issues of concern within the project site.

Thank you, again, for asking Moore Biological Consultants to assist with this project. Please feel free to call me at (209) 365-6828 with any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. S. Moore", with a stylized, flowing script.

Diane S. Moore, M.S.
Principal Biologist

References

ACOE (U.S. Army Corps of Engineers). 1987. Technical Report Y87-1. U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, MI.

CDFG (California Department of Fish and Game). 1994. Staff Report regarding Mitigation for Impacts to Swainson's Hawks (*Buteo Swainsoni*) in the Central Valley of California. November.

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CNDDDB (California Natural Diversity Database). 2005. California Department of Fish and Game's Natural Heritage Program, Sacramento, California.

Sawyer, J.O. and T. Keeler-Wolf. 1995. A Manual of California Vegetation. California Native Plant Society, Sacramento, California.

USFWS. 2004a. Final Rule: Determination of Threatened Status for the California Tiger Salamander. Federal Register vol. 69, No. 149, August 4, 2004, pp. 47212 - 47248.

USFWS. 2004b. Proposed Rules for Designated Critical Habitat for the California Tiger Salamander. Federal Register vol. 69, No. 153, August 10, 2004, pp. 48570 - 48649.

USFWS. 2004c. U.S. Fish & Wildlife Service, Sacramento Fish and Wildlife Office Critical Habitat Maps. "http://sacramento.fws.gov/es/crit_hab-maps.htm"

**River Run Subdivision
General Plan Amendment 01-2016
Rezone 01-2016
Tentative Subdivision Map 01-2016**

Mitigated Negative Declaration

(State Clearinghouse No. 2017102058)

Mitigation Monitoring Program

Prepared for:

City of Riverbank

Prepared by:



November 2017

Mitigation Monitoring Program

Mitigated Negative Declaration

River Run Subdivision

Introduction

Section 15097 of the California Environmental Quality Act (CEQA) Guidelines requires all public agencies to establish a monitoring or reporting program for projects approved by a public agency whenever approval involves the adoption of either specified environmental findings related to environmental impact reports, or a “mitigated negative declaration.” The City of Riverbank, acting as the Lead Agency, has adopted a Mitigated Negative Declaration for the River Run Subdivision Project (hereinafter referred to as the “Project”). In accordance with Section 15097 of the CEQA Guidelines, the following is a Mitigation Monitoring Program (MMP) for the Project.

This MMP is intended to be utilized by the City of Riverbank to ensure compliance with the mitigation measures during implementation of the Project. The mitigation measures identified in this MMP were developed as part of the Mitigated Negative Declaration process for the Project.

Mitigation is defined by CEQA as a measure which:

- Avoids the impact altogether by not taking a certain action or parts of an action;
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; and,
- Compensates for the impact by replacing or providing substitute resources or environments.

The intent of the MMP is to ensure the effective implementation and enforcement of the adopted mitigation measures identified in the Project’s Mitigated Negative Declaration.

The following MMP Table identifies each mitigation measure, the monitoring action for the mitigation measure, the responsible party for the monitoring action, and the timing of the monitoring action.

Table I-1

Mitigation Monitoring Program for the River Run Subdivision Project

Mitigation Measure	Implementing Responsibility	Timing	Oversight of Implementation
Air Quality: Mitigation Measure AQ-1: During construction, the following basic control measures shall be incorporated at the construction/project site. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per days. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binder are used. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxic control measure Title 13, Section 2485 of California Code of Regulation [CCR]). Clear signage shall be provided for			
	Project Applicant	During Project Construction	City of Riverbank, Development Services, and San Joaquin County Valley Air Pollution Control District (SJVAPCD)

construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacture's specifications. All equipment shall be checked by a certified visible emissions evaluator. • Post a publicly visible sign with the telephone number and person to contact at the Air District regarding dust complaints. The Air District shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.			
<u>Mitigation Measure AQ-2:</u> Applicant shall comply with San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review.	Project Applicant	Prior to Building Permit Issuance	City of Riverbank, Development Services, and San Joaquin County Valley Air Pollution Control District (SJVAPCD)
Biological Resources:			
<u>Mitigation Measure BIO-1:</u> Pre-construction surveys for nesting Swainson's hawks within 0.25 of the project site are recommended if construction commences between March 1 and September 15. If active nests are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should utilize criteria set forth by CDFW (CDFG, 1994).	Project Applicant	Prior to and During Project Construction	City of Riverbank, Development Services
<u>Mitigation Measure BIO-2:</u> Pre-construction surveys for burrowing owls are recommended if construction commences between February 1 and August 31. If occupied burrows are found, a qualified biologist should determine the need (if any) for temporal restrictions on construction. The determination should be pursuant to criteria set forth by CDFW (CDFG, 2012).	Project Applicant	Prior to and During Project Construction	City of Riverbank, Development Services

Mitigation Measure BIO-3: If vegetation removal and/or construction commences during the general avian nesting season (March 1 through July 31), a pre-construction survey for nesting birds is recommended. If active nests are found, work in the vicinity should be delayed until the young fledge.	Project Applicant	Prior to and During Project Construction	City of Riverbank, Development Services
Mitigation Measure BIO-4: On-site trees could be used by nesting raptors and other protected birds. Any trees that need to be removed to facilitate future development should be felled outside of the general bird nesting season (February 1 through August 31) or a nesting bird survey should be conducted immediately prior to tree removal. If active nests are found, tree felling should be delayed until the young have fledged.	Project Applicant	Prior to and During Project Construction	City of Riverbank, Development Services
Cultural Resources:			
Mitigation Measure CUL-1: If potential human remains are encountered, the construction contractor shall halt work in the vicinity (within 100 feet) of the find and contact the City of Riverbank. The project applicant and/or contractor shall be required to contact the Stanislaus County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner would contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC would identify the person or persons believed to be most likely descended from the deceased Native American. The most likely decedent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98. Implementation of Mitigation Measure CUL-1 would reduce the potential impact on human remains to a less than significant level.	Project Applicant	During Construction	City of Riverbank, Development Services

Geology and Soils:			
Mitigation Measure GEO-1: Pursuant to the 2005-2025 General Plan Policy SAFE-1.11, the proposed project requires a detailed Geotechnical Study prepared by an independent qualified geologist to be reviewed and approved by the City. The Geotechnical Study shall be submitted with the project Improvement Plans.	Project Applicant	Submitted with project Improvement Plans	City of Riverbank, Development Services
Hydrology and Water Quality:			
Mitigation Measure HYDRO-1: Consistent with the requirements of the City of Riverbank Municipal Code, the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the project applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period. The SWPPP shall be designed to address the following objectives: 1. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity, are controlled using source control and treatment control best management practices (BMPs); 2. Where not otherwise permitted by the Regional Water Quality Control Board, all non-stormwater discharges are identified and eliminated; and 3. BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity in accordance with the Construction General Permit.	Project Applicant	Prior to and During Project Construction	City of Riverbank, Development Services

<u>Mitigation Measure HYDRO-2:</u> The project applicant shall fully comply with the City of Riverbank Municipal Code and all Regional Water Quality Control Board stormwater permit requirements, including Provision C.3 of the Municipal Regional Permit (MRP). This will require preparation and implementation of a complete Stormwater Control Plan (SCP) for the project, which shall be submitted to the City Engineer for review and approval prior to any construction activity. The SCP shall act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project and shall be designed to comply with both MRP and City of Riverbank requirements. At a minimum, the SCP for the project shall include the following: 1. An inventory and accounting of existing and proposed impervious areas. 2. Low Impact Development (LID) design details incorporated into the project. Specific LID design details may include but are not limited to rain gardens, bio retention areas, pervious pavements, harvesting and reuse of stormwater, dispersal of runoff to landscaped areas, and/or routing of runoff swales and other small-scale facilities distributed throughout the site. 3. Measures to address potential stormwater contaminants. These may include measures to address potential sources of stormwater pollutants at the project site, covering trash collection and parking areas. 4. A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for	Project Applicant	Prior to and During Project Construction	City of Riverbank, Development Services
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performing and funding the requirements of this plan shall be identified. This plan shall be finalized prior to the issuance of any building permits for the project.			
Noise:			
<u>Mitigation Measure NOISE-1</u>: Construction equipment shall be well maintained to be as quiet as possible. The following measures, when applicable, shall be implemented to reduce noise from construction activities: • All internal combustion engine-driven equipment shall be equipped with mufflers that are in good condition and appropriate for the equipment. • “Quiet” models of air compressors and other stationary noise sources shall be used, where technology exists. • Stationary noise-generating equipment shall be located as far as feasible from sensitive receptors (dwelling and Riverbank High School). • Unnecessary idling of internal combustion engines shall be prohibited. • Staging areas and construction material storage areas shall be located as far away as possible from adjacent sensitive land uses (dwellings and Riverbank High School). • Construction-related traffic shall be routed along major roadways (Claus Road and Patterson Road) and as far as feasible from sensitive receptors. • Residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. The construction contractor shall designate a “construction liaison”	Project Applicant	Prior to and During Construction	City of Riverbank, Development Services

that would be responsible for responding to any local complaints about construction noise. The liaison shall determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and shall institute reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the liaison at the construction site. The construction contractor shall hold a pre-construction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and construction liaison) are completed. All of the above measures shall be included in the contract specifications that shall be reviewed and approved by the City of Riverbank Development Services Department prior to the start of construction. The above measures would reduce noise generated by the construction of the project to the extent feasible for the project's size.			
Noise:			
<u>Mitigation Measure PUBLIC-1:</u> Prior to recording the "Final Map" or issuance of any building permits within the proposed subdivision, the applicant/project developer will be required to annex into "Community Facilities District" (CFD) No. 2016-01 for operational services with the Riverbank Police Department (Stanislaus County Sheriff).	Project Applicant	Prior to recording the Final Map or issuance of any Building Permits	City of Riverbank, Development Services

Transportation/Traffic:			
Mitigation Measure TRANS-1: Although construction impacts are expected to be temporary, development of a construction management plan would reduce potential for construction conflicts with other roadway users. The project applicant shall prepare a construction management plan for review and approval by the City of Riverbank prior to any ground disturbing activity. The plan shall include: • A project staging plan to maximize on-site storage of materials and equipment. • A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drives; and designation of construction access routes. • Permitted construction hours. • Location of construction staging. • Identification of parking areas for construction employees, site visitors, and inspectors to minimize potential impacts on adjacent residences/properties. • Provisions for street sweeping to remove construction related debris on public streets. Implementation of the construction management plan would reduce the temporary construction traffic impact to a less than significant level.	Project Applicant	Prior to and During Construction	City of Riverbank, Development Services

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.3

SECTION 5: PUBLIC HEARING

Meeting Date: December 12, 2017

Subject: A **Resolution** Authorizing the Unilateral Implementation of the City's Last, Best, and Final Offer on the Riverbank Mid-Management Employees' Association

From: Sean Scully, City Manager

Submitted by: Marisela H. Garcia, Assistant City Manager

RECOMMENDATION

It is recommended that the City Council unilaterally implement the City's last negotiation offer, dated October 12, 2017, ("Last Offer") to the Riverbank Mid-Management Employees' Association, ("RMMEA") included as Attachment A.

SUMMARY

The parties have been engaged in good faith negotiations on a successor Memorandum of Understanding ("MOU") since March of 2017. Despite the parties' best efforts, we have not been able to reach an agreement. The City unilaterally implementing its Last Offer is necessary to ensure changes for all City employees' health care insurance benefits by January 1, 2018. Implementation will carry over the unaffected terms of the prior MOU and allow the parties to restart negotiations after the 2017 calendar year. City Staff requests that the City Council unilaterally implement the City's Last Best and Final Offer.

BACKGROUND

The parties began negotiation in March of 2017. The City explained to RMMEA that it was facing a structural deficit and projecting significant financial difficulty over the next five years due to increasing operational costs, such as employee health insurance and retirement benefits. Accordingly, the City sought to reach an agreement in which employees would share in a greater cost of the City's health care insurance benefits. As of March 2017, employees were only responsible for a portion of the out of pocket expenses for health care costs, while the City paid 100% of the monthly premiums and majority of the employees' deductible and coinsurance costs.

Following several months of good faith negotiations, the City provided its last offer to the RMMEA on October 12, 2017. The City's offer would provide two Platinum health

insurance plans (Kaiser Platinum (90 0/10) and Sutter Health Plus (MS38)). Under these plans, the City would pay 100% of the monthly premiums and employees would only be responsible for their respective out of pocket expenses (such as co-pays). The health care plan has no deductible.

On November 2, 2017 both parties reached a Tentative Agreement consistent with these terms. However, on November 8, 2017 the employee Association notified the City that the membership had rejected the Tentative Agreement. Accordingly, on November 28, 2017 the City provided a written declaration of impasse.

STRATEGIC PLAN

On October 30, 2017, the City Council established an objective to present the City Council the proposed labor contracts with the City's two bargaining units for direction. While a contract was not reached with this group, this action works towards addressing this matter.

FINANCIAL IMPACT

	Amount
Net Insurance Savings FY 2017-18	\$28,900
Future Funds Available to the City Not Otherwise allocated to Health Insurance costs	\$149,800

ATTACHMENT

1. Resolution
2. Exhibit A: City's Last, Best, and Final Offer, dated October 12, 2017
3. Exhibit B: City's written declaration of Impasse, dated November 8, 2017.

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE UNILATERAL IMPLEMENTATION OF THE CITY'S LAST, BEST, AND FINAL OFFER ON THE RIVERBANK MID-MANAGEMENT EMPLOYEES' ASSOCIATION

WHEREAS, the City of Riverbank (hereinafter "City") and the Riverbank Mid-Management Employees Association (hereinafter "RMMEA") (hereinafter collectively referred to as "the parties") were signatories to a Memorandum of Understanding (hereinafter "MOU") that expired on June 30, 2017 setting certain terms and conditions of employment for employees in the RMMEA; and

WHEREAS, in March of 2017 the parties' negotiation teams began to meet and engage in extensive negotiations over the terms of a successor to said MOU; and

WHEREAS, notwithstanding that the parties' negotiation teams had participated in numerous negotiation sessions between March and November of 2017 in an effort to conclude the terms of a successor MOU; and

WHEREAS, on October 12, 2017, the City provided its Last, Best and Final Offer to RMMEA regarding health care insurance benefits and the parties reached a tentative agreement consistent with those terms on November 2, 2017; and

WHEREAS, on November 8, 2017 the RMMEA membership rejected the tentative agreement and the parties did not reach an agreement on the terms of a successor MOU; and

WHEREAS, notwithstanding the efforts described above, the parties arrived at an impasse in negotiations and the City provided the RMMEA with a written declaration of impasse on November 8, 2017; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank that this Resolution is approved, thereby adopting and implementing the City's Last, Best, and Final Offer dated October 12, 2017, attached hereto and incorporated herein as **Exhibit "A"**.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of December, 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

Attachment: Exhibit A

PROPOSED

EXHIBIT A
**City Of Riverbank (City) and Riverbank
Mid-Management Employees Association
PROPOSAL
RE: SUCCESSOR AGREEMENT**

10/12/17

The City reserves the right to modify and/or add to this proposal.

The provisions contained herein are not separate proposals, but is a package which must be accepted in its entirety or it shall be deemed rejected. The proposal is in concept format; final language will be drafted as appropriate. MOU language not changed in this comprehensive proposal and still in effect shall remain unchanged. All terms of this proposal are intended to be immediately effective upon ratification by both the membership and the City. **This proposal is not retroactive, unless specifically identified below.**

1) Carryover of prior agreement

The City agrees to extend the terms of the current agreement until June 30, 2018, subject to provisions below regarding the City's proposed health care plan.

2) Health Care

SECTION 5.00 – BENEFITS

5.01 Health Benefits

During the term of this MOU the City shall continue to provide group health benefits to employees covered by this MOU and their eligible dependents as provided below. As used in this section group health benefits shall include medical, dental and vision insurance. During the term of this agreement, the City reserves the right to change group health benefits providers and the parties shall meet regarding the potential impacts of any such change.

A. Medical

For calendar year 2018 only, the City offers either the Kaiser Platinum (90 0/10 + Child Dental Alt) Health Maintenance Organization (HMO) Plan and the Sutter Health Plus Platinum (MS38) HMO Plan to eligible employees and their eligible dependents. The employee and their eligible dependents will be enrolled in the medical plan chosen by the employee.

The effective date of coverage for new employees shall be the first of the month following a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

EXHIBIT A
**City Of Riverbank (City) and Riverbank
Mid-Management Employees Association
PROPOSAL
RE: SUCCESSOR AGREEMENT**

10/12/17

The City reserves the right to modify and/or add to this proposal.

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents enrolled in either plan listed above.

Employees enrolled in either plan shall be responsible for 100% of their respective annual out-of-pocket maximum. The annual out-of-pocket maximum for the plans are as follow: \$6,000 (Kaiser Platinum Plan) or \$7,000 (Sutter Platinum Plan) for family coverage and \$3,000 (Kaiser Platinum Plan) or \$3,500 (Sutter Platinum Plan) for single coverage.

Family coverage consists of the employee plus one or more dependents and single coverage consists of the employee only.

Medical Insurance Allowance

Any employee covered by this MOU who has medical insurance coverage through their spouse, or who has medical insurance coverage as an eligible dependent of a person employed elsewhere, may request that their medical plan coverage as an employee of the City be terminated. Those employees who waive the medical insurance coverage shall be eligible to receive taxable cash in the amount of \$250.00 per month. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of other medical insurance coverage which shall be provided to the Human Resources Department.

Once coverage is waived the employee can only reenroll in the City medical insurance plan during open enrollment or as allowed by law.

B. Dental

The City contracts with Stanislaus Foundation for Medical and Dental Care (SFMDC) to provide dental insurance to employee and their eligible dependents. Dental benefits shall be provided as outlined on the SFMDC Benefits Outline sheet.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

EXHIBIT A
**City Of Riverbank (City) and Riverbank
Mid-Management Employees Association
PROPOSAL
RE: SUCCESSOR AGREEMENT**

10/12/17

The City reserves the right to modify and/or add to this proposal.

C. Vision

Employees and eligible dependents shall be provided vision insurance subject to the terms and conditions of the City's contract with Vision Service Plan (VSP). Vision benefits shall be provided as stated in the "Enhanced Plan B" of VSP.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.02 Health Benefits CAP

Employees hired prior to July 1, 2005 and who have remained enrolled in a City offered single plan for medical coverage, shall continue to receive a credit of \$250 as previously negotiated.

Eligible employees may use their credit for deferred compensation, health club membership fees, PERS buyback (re-deposits), supplemental insurance benefits (AFLAC), college expenses (tuition, books), or United Way donations. At no time may an employee receive cash payment in lieu the credit.

3) City's Response to Mid-Management Employees Association's Proposals

Due to the City's approximate \$800,000 structural deficit, the City is rejecting the proposals for salary wages, sick leave cash-out, vacation conversion, and new additional paid time off that had been previously proposed by the Association.

5250 NORTH PALM AVE, SUITE 310
FRESNO, CALIFORNIA 93704
T: 559.256.7800 F: 559.449.4535

cjohnson@lcwlegal.com
559.256.7805

November 8, 2017

**HAND DELIVERED &
VIA EMAIL**

Robert Phibbs
bob@phibbslaw.com

Law Office of W. Robert Phibbs
12424 N. West Lane
Lodi, Ca 95240

**Re: *Negotiations Impasse – City of Riverbank & The Riverbank Mid-Management
Employees Association***
Client-Matter: RI120/020

Dear Mr. Phibbs:

To follow up on our negotiation session today (11/8/17), following the Association's rejection of the parties proposed Tentative Agreement, the City is providing this written declaration of impasse to the parties. Based on Association's desire, the parties will submit this impasse to PERB for assignment of fact-finding in hopes of final resolution before the end of the calendar year. The parties agree that the following items are appropriately at issue for fact-finding:

- 1) Employee contributions towards health care costs; and
- 2) Wage increases or other potential offsets.

Specifically, the City has proposed the following language to be effective by January 1, 2018:

5.01 Health Benefits

During the term of this MOU the City shall continue to provide group health benefits to employees covered by this MOU and their eligible dependents as provided below. As used in this section group health benefits shall include medical, dental and vision insurance. During the term of this agreement, the City reserves the right to change group health benefits providers and the parties shall meet regarding the potential impacts of any such change.

Robert Phibbs

Re: *Negotiations Impasse*

November 8, 2017

Page 2

A. Medical

For calendar year 2018 only, the City offers either the Kaiser Platinum (90 0/10 + Child Dental Alt) Health Maintenance Organization (HMO) Plan and the Sutter Health Plus Platinum (MS38) HMO Plan to eligible employees and their eligible dependents. The employee and their eligible dependents will be enrolled in the medical plan chosen by the employee.

The effective date of coverage for new employees shall be the first of the month following a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents enrolled in either plan listed above.

Employees enrolled in either plan shall be responsible for 100% of their respective annual out-of-pocket maximum. The annual out-of-pocket maximum for the plans are as follow: \$6,000 (Kaiser Platinum Plan) or \$7,000 (Sutter Platinum Plan) for family coverage and \$3,000 (Kaiser Platinum Plan) or \$3,500 (Sutter Platinum Plan) for single coverage.

Family coverage consists of the employee plus one or more dependents and single coverage consists of the employee only.

Medical Insurance Allowance

Any employee covered by this MOU who has medical insurance coverage through their spouse, or who has medical insurance coverage as an eligible dependent of a person employed elsewhere, may request that their medical plan coverage as an employee of the City be terminated. Those employees who waive the medical insurance coverage shall be eligible to receive taxable cash in the amount of \$250.00 per month. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of other medical insurance coverage which shall be provided to the Human Resources Department.

Once coverage is waived the employee can only reenroll in the City medical insurance plan during open enrollment or as allowed by law.

Robert Phibbs

Re: *Negotiations Impasse*

November 8, 2017

Page 3

B. Dental

The City contracts with Stanislaus Foundation for Medical and Dental Care (SFMDCC) to provide dental insurance to employee and their eligible dependents. Dental benefits shall be provided as outlined on the SFMDCC Benefits Outline sheet.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

C. Vision

Employees and eligible dependents shall be provided vision insurance subject to the terms and conditions of the City's contract with Vision Service Plan (VSP). Vision benefits shall be provided as stated in the "Enhanced Plan B" of VSP. The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.02 Health Benefits CAP

Employees hired prior to July 1, 2005 and who have remained enrolled in a City offered single plan for medical coverage, shall continue to receive a credit of \$250 as previously negotiated.

Eligible employees may use their credit for deferred compensation, health club membership fees, PERS buyback (re-deposits), supplemental insurance benefits (AFLAC), college expenses (tuition, books), or United Way donations. At no time may an employee receive cash payment in lieu the credit.

Additionally, if the City and the Association are able to reach an agreement the City will also provide the following provision:

The City agrees to provide all employees in the bargaining unit a one-time, lump-sum bonus payment of one thousand dollars (\$1000), either as a onetime payment or as a deposit in their health savings account (HSA) to help address the cost of the out-of-pocket maximum stated above. This one-time payment is not subject to PERS and employees are responsible for any and all taxes and normal deductions from this one-time payment.

Robert Phibbs

Re: *Negotiations Impasse*

November 8, 2017

Page 4

However, if the City's offer is not ratified, then the City will not be imposing the proposed bonus payment. Additionally, the City may exercise its right to impose its' proposal retroactively (effective January 1, 2018), in the event that the City is unable to effectuate imposition by that date.

If you have any thoughts on potential neutrals please feel free to provide the names. If we cannot agree on a neutral the Public Employment Relations Board will appoint one, but in my experience, mutually selected neutrals provide for better results.

If I have incorrectly characterized our discussions or the issues that the parties believe are at impasse please feel free to contact me and as soon as possible so we can discuss.

Very truly yours,

LIEBERT CASSIDY WHITMORE

Che I. Johnson

CIJ:

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	December 12, 2017
Subject:	A Resolution Approving the Appointments of John Dinan, Robert Ball, and Melissa Hughes (Alternate) to the Planning Commission, Effective January 2018
From:	Sean Scully, City Manager
Submitted by:	Annabelle H. Aguilar, Sr. Management Analyst/City Clerk

RECOMMENDATION

It is recommended that the City Council fill the expiring Planning Commission seats currently held by Commissioners Scott Mc Ritchie and Anthony McKinney by:

- 1) Approving the transfer and appointment of John Dinan from the Alternate Seat to a Primary Seat (4-year term); and
- 2) Approving applicant Robert Ball to a Primary Seat (4-year term); and
- 3) Approving applicant Melissa Hughes to the Alternate Seat (2-year term)

SUMMARY

Pursuant to the policy on Planning Commission terms and filling vacancies, two primary (2) seats currently held by Commissioner Scott Mc Ritchie and Commissioner Anthony McKinney are scheduled to expire at the end of December 2017. An “opened until filled” recruitment to receive applications began on October 16, 2017, with a first round deadline of November 6, 2017, for consideration. A total of 10 applications were received by the City Clerk and provided to Mayor O’Brien for his review and consideration.

Mayor O’Brien conducted interviews on November 20, 2017 and November 21, 2017, and in accordance with the Riverbank Municipal Code (RMC), he is recommending that the City Council approve the transfer and appointment of current Alternate Planning Commissioner John Dinan to one of the primary seats; applicant Robert Ball to the remaining primary seat; and pursuant to Ordinance No. 2017-009, applicant Melissa Hughes to the Alternate seat.

The two Planning Commission primary seats are 4-year terms from January 2018 to December 2021. The alternate seat is a 2-year term from January 2018 to December 2019. If approved, the Oath of Office will be administered at the regular City Council meeting on January 9, 2018.

BACKGROUND

On September 26, 2017, the City Council adopted Resolution No. 2017-065 to appoint Mr. John Dinan as the Alternate Planning Commissioner. Although his appointment is not effective until January 1, 2018, Mr. Dinan has been proactive as a public participant by attending the Planning Commission meetings to become familiar with the subject matters, discussions, and decision-making of the Planning Commission in preparation to serve if called upon. As a result, his initiative has qualified him to serve in a primary capacity on the Planning Commission, and therefore, is recommended to be transferred from the alternate seat to a primary seat.

FINANCIAL IMPACT

Currently, compensation to serve as a primary Planning Commissioner is \$100, and \$50 as the Alternate for attendance of a scheduled opened meeting (\$100 if called upon to serve in the absence of a primary Commissioner). Compensation is a fixed amount set at the discretion of the City Council by resolution.

STRATEGIC PLAN

The Planning Commission provides valuable guidance for the community on a variety of development projects. Many of those projects expand economic development opportunities which is a 3-year goal of the strategic plan. Having a full and engaged Planning Commission directly relates to this strategic goal.

ATTACHMENT

1. Copies of Applications
2. Proposed Resolution

CITY OF RIVERBANK

RESOLUTION NO. 2017-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE APPOINTMENTS OF JOHN DINAN, ROBERT
BALL, AND MELISSA HUGHES (ALTERNATE) TO THE PLANNING COMMISSION,
EFFECTIVE JANUARY 2018**

WHEREAS, the City of Riverbank Planning Commission was established and is regulated pursuant to Municipal Code Title III; Chapter 32, Sections 32.25 through 32.40; and

WHEREAS, pursuant to City Council Resolution, the two (2) primary seats held by Planning Commissioners Scott Mc Ritchie and Anthony McKinney are scheduled to expire December 2017; and

WHEREAS, pursuant to the City Council Resolution, on October 16, 2017, a recruitment process was conducted to receive applications, with a first cut-off date for consideration of applications received by November 6, 2017; and

WHEREAS, ten (10) applications were received and reviewed by Mayor O'Brien for consideration, and the recruitment was closed; and

WHEREAS, on November 20, 2017 and November 21, 2017, Mayor O'Brien conducted interviews of the ten (10) applicants and in accordance with the Municipal Code made the following recommendations to the City Council for approval:

- 1) Appoint Robert Ball to a primary seat; 4-year term, expires December 2021.
- 2) Appoint Melissa Hughes to the Alternate seat, 2-year term, expires December 2019; and

WHEREAS, Mayor O'Brien recommended that Alternate Planning Commissioner John Dinan, whose appointment was to be effective January 2018 upon taking the Oath of Office, be transferred to the remaining Planning Commission primary vacant seat; and

WHEREAS, John Dinan has proactively been attending the Planning Commission meetings as a public participant to familiarize himself with the Commissions procedures, processes, and subject matters of discussion and consideration, and therefore, is qualified to serve in a primary capacity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the appointments of Robert Ball and Melissa Hughes as recommended, to serve their terms upon taking the Oath of Office, and may temporarily continue to serve beyond the expiration date until a new appointment has been made.

AND BE IT FURTHER RESOLVED that the City Council of the City of Riverbank hereby approves the transfer and appointment of John Dinan from the Alternate Planning Commissioner seat to the primary seat, to serve a 4-year term; expiring December 2021, upon taking the Oath of Office, and may temporarily continue to serve beyond the expiration date until a new appointment has been made..

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of December, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

	APPLICATION For Appointment to the Planning Commission of the City of Riverbank	NOV 15 2017 RECEIVED
---	--	------------------------------------

TO QUALIFY: APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

For Official Use	
Riverbank Resident	Yes ☒ No ☐
Registered Voter	Yes ☒ No ☐

Please type or print

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.)

Name ☒ Mr. ☐ Ms. JOHN R. DINAN
 Home Address RIVERBANK 95367
 Address City Zip
 Mailing Address (if different from home address) _____
 Signature (required): _____ Date: 11/15/17

Contact Phone # _____ E-mail _____

THIS APPLICATION MUST BE COMPLETED AND SIGNED - DO NOT ONLY INDICATE "SEE RESUME"

Current or Last Employer Information

Employer SAN JOAQUIN COUNTY OFC OF PD Address 1290 RIDDER PARK DR. SAN JOSE 95131
 Position TELECOM ANALYST Dates of Employment 12/83 - 12/2003
 Responsibilities PURCHASE + MAINTAIN TELEPHONE SYSTEMS,
MANAGE CONNECTIONS TO TELECOM NETWORK.
(RETIRED DEC. 2003)

Questionnaire (For additional space, attach a separate sheet of paper)

Please explain why you want to be appointed to the Planning Commission:

ENSURE RIVERBANK CHANGES AND GROWS IN
A RESPONSIBLE MANNER. ENSURE A
FINE CITY FOR MY GRAND CHILDREN
AND ALL CHILDREN TO GROW UP IN.

Please describe your education, training, and/or any special certifications or experience:

MA IN TELECOMMUNICATIONS, BA IN PUBLIC
SERVICE MANAGEMENT, BOARD OF DIRECTORS
OF THE SHERIFF'S VOLUNTEER ORGANIZATION

Please list your experience of serving on any previous Board, Commission, or Committee:

SHERIFF'S VOLUNTEERS, TELECOMMUNICATIONS
ASSOCIATION, STANISBOE CITIZENS ADVISORY
GROUP

Please list community organizations to which you currently belong or previously belonged to:

TURLOCK SUNSHINE CLUB

Please provide any additional information, which covers your qualifications, interests, or training related to this appointment:

EXPERIENCE IN GOVERNMENT PURCHASING
REQUIREMENTS.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete the Ethics training and Prevention of Sexual Harassment training as required by law.
- Timely complete a Fair Political Practices Commission Form 700, Statement of Economic Interests.

I am aware that this application is a public document. (Personal address, phone number, and email will not be disclosed)

SIGNATURE: _____

(Required)

DATE: NOV 15, 2017

Completed and signed applications may be mailed or delivered to:

City of Riverbank, City Clerk
Attn: Planning Commission Recruitment
6707 Third Street, Suite A
Riverbank, CA 95367
Or, emailed to cityclerk@riverbank.org



APPLICATION For Appointment to the Planning Commission of the City of Riverbank

Received (Date Stamp)
CITY OF RIVERBANK

NOV 03 2017

BY: John - email RECEIVED via email

TO QUALIFY: APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

For Official Use	
Riverbank Resident	Yes ☒ No ☐
Registered Voter	Yes ☒ No ☐

Please type or print

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.)

Name ☒ Mr. ☐ Ms. Robert D Ball
First MI Last
Home Address Riverbank 95367
Address City Zip

Mailing Address (if different from home address) _____

Signature (required) _____ Date: 11/03/2017

Contact Phone # _____ E-mail _____

THIS APPLICATION MUST BE COMPLETED AND SIGNED - DO NOT ONLY INDICATE "SEE RESUME"

Current or Last Employer Information

Employer City of Ceres Address 2727 3rd Street
Position Manager, Information Technology Dates of Employment 02/2017 to present
Responsibilities Manage Technology services for internal departments, budgeting, planning for infrastructure stability and growth, manage support contracts, partner with City Leaders to deliver internal services

Questionnaire (For additional space, attach a separate sheet of paper)

Please explain why you want to be appointed to the Planning Commission:

As an employee of the City of Ceres I've gained insight into the planning and development of the community
My professional experience and education has provided me with an expanded vision into the inner-workings of the local government I want to participate in the decisions taking part in my community, and the opportunity to work with my fellow residents

Please describe your education, training, and/or any special certifications or experience:

I grew up working construction in the Central Valley, after high school I worked 13-years in Law Enforcement as a Correctional Officer and Correctional Sergeant. I owned and operated a computer store, providing commercial and residential support. I taught post-secondary technology and business classes at the Modesto Institute of Technology. I earned my MBA in 2015 and began working for the City of Ceres at the beginning of 2017.

Please list your experience of serving on any previous Board, Commission, or Committee:

In my current role with the City of Ceres, I work directly with city's leadership team, as well as working with the City Council in the city's operational processes

Please list community organizations to which you currently belong or previously belonged to:

I founded the Central Valley Saints chapter of the Christian Motorcyclists Association in 2014, serving as the Chapter President until 2016. In that time, I organized quarterly charity events that supported our local community with food, clothing, and outreaches.

Please provide any additional information, which covers your qualifications, interests, or training related to this appointment:

My education and experience, insight into local government, ambition, and willingness to serve the community lends to my qualifications.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete the Ethics training and Prevention of Sexual Harassment training as required by law.
- Timely complete a Fair Political Practices Commission Form 700, Statement of Economic Interests.

I am aware that this application is a public document. (Personal address, phone number, and email will not be disclosed)

SIGNATURE: _____

(Required)

DATE: _____

11/03/2017

Completed and signed applications may be mailed or delivered to:

City of Riverbank, City Clerk
Attn: Planning Commission Recruitment
6707 Third Street, Suite A
Riverbank, CA 95367
Or, emailed to cityclerk@riverbank.org



APPLICATION For Appointment
to the Planning Commission
of the City of Riverbank

Received (Date Stamp)
CITY OF RIVERBANK

NOV 06 2017

BY: *Ahn* RECEIVED *via email*

TO QUALIFY FOR APPOINTMENT TO THE PLANNING COMMISSION, A STANISLAUS COUNTY RESIDENT MUST REGISTER TO VOTE WITHIN THE CITY OF RIVERBANK.

For Official Use
Riverbank Resident ☒ Yes ☐ No
Registered Voter ☒ Yes ☐ No

Please type or print

The following information will be used to verify your registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.)

Name ☒ Mr. ☒ Ms. ☐ Mx.

Meiissa

D

Hughes

Home Address

Riverbank

95367

Zip

Mailing Address (please print or type)

Signature (required)

Date *11/6/17*

Contact Phone

Email

THIS APPLICATION MUST BE COMPLETED AND SIGNED - DO NOT ONLY INDICATE "SEE RESUME"

Current or Last Employer Information

Employee *Ford Motor Company Dearborn, MI*

Position *Sales Zone Manager* Date of Appointment *07/30/12 - present*

Responsibilities *Manage sales performance of 12 dealerships in the Sacramento area*

Questionnaire should be completed on a separate sheet of paper

Please explain why you want to be appointed to the Planning Commission

I moved here with my now husband last April to live close to his family we plan to call Riverbank home for decades to come if not forever. I want to make this community great for my kids and grandkids. I have also recently felt a need to go further in making a difference in my community.

Please describe your education, training, and/or any special certifications or experience.

I have a Bachelor of Business Administration with a major in Marketing from The University of Texas at Austin. I graduated in the top 2% of my class. I have received training through Ford on financial documents management, sales, ethics and multicultural groups.

Please list your experience of serving on any previous Board, Commission, or Committee.

I was President of a business organization in college. While serving, I developed a new community service initiative and sat on a student group committee.

Please list community organizations you are or have recently belong or previously belonged to.

While in Southern California, I participated in Junior League, Big Brothers Big Sisters and Habitat for Humanity. Here I have helped at St. Anthony's with Health & Human Services.

Please provide any additional information which covers your qualifications, interests, or training related to this appointment.

I work with independently owned businesses across California and I am familiar with how they operate with their local municipalities. I am a quick learner and very interested in community development.

By signing below, I declare under penalty of false information and termination, that all statements in this application and any attached responses are true and correct to my knowledge. I accept the responsibilities of serving as a Planning Commission member and am willing to:

- Attend the required meetings and be present in advance of any excused absence, if it occurs;
- Devote the time to study the material and make an order to make sound decisions;
- Timely complete the AB 1284 Ethics training and AB 1661 Prevention of Sexual Harassment training as required.
- Timely complete a Fair Political Practices Commission Form 700, Statement of Economic Interests.

I am aware that this application is a public document.

SIGNATURE _____

11/6/17

Office Suite 4

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: December 12, 2017

Subject: A **Resolution** Approving the Appointments of Benjamin Reuben and Darlene Patrick as Primary Budget Advisory Committee Members and Wayne Mott as the Alternate Member, Effective January 1 2018, to Serve A Two-Year Term, Expiring December 31, 2019

From: Sean Scully, City Manager

RECOMMENDATION

Council to consider appointing Benjamin Reuben and Darlene Patrick as members of the Budget Advisory Committee. Additionally consider appointing Wayne Mott as an alternate member of the Budget Advisory Committee.

SUMMARY

The Budget Advisory Committee (BAC) serves an important role as an ad hoc advisory body which is responsible participating in the review of the yearly operational budget as formulated by staff. The BAC assists the Council by providing additional levels of review and by also providing a recommendation on the final budget for Council consideration. The BAC also provides recommendations on the projects, policies, and programs related to the City's operational budget. The Committee currently has two open seats as well as one alternate seat. The Mayor considered the qualifications of various interested individuals and held interviews with selected candidates. As a result of these interviews and consideration of the qualifications of the many candidates the Mayor has nominated the following individuals for the open seats:

Mr. Benjamin Reuben (Primary Seat)
Ms. Darlene Patrick (Primary Seat)
Mr. Wayne Mott (Alternate seat)

The Council may consider these nominees and vote whether or not to appoint these individuals to the BAC. If appointed each member would serve a 2 year term starting January of 2018.

STRATEGIC PLAN

Appointment of qualified budget advisory committee members directly contributes to the City's Three Year Goal of Achieving and Maintaining Financial Stability. The involvement of the committee is critical to the yearly budget process.

FINANCIAL IMPACT

Members receive a \$50 stipend for each open meeting attended. The committee typically averages around 5-6 meetings per calendar year. Each year staff budgets for the minimal impact of the stipend payments for committee members.

ATTACHMENTS

- 1) Resolution
- 2) Application Forms (note* the scan of Ms. Patrick's application is very blurry, staff will have more clear copies available at the time of the meeting).

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING THE APPOINTMENT OF BENJAMIN REUBEN AND DARLENE PATRICK AS PRIMARY BUDGET ADVISORY COMMITTEE MEMBERS AND WAYNE MOTT AS THE ALTERNATE MEMBER, EFFECTIVE JANUARY 1 2018, TO SERVE FOR A TWO-YEAR TERM, EXPIRING DECEMBER 31, 2019

WHEREAS, the City of Riverbank Budget Advisory Committee was established to provide more public input in the budgeting process; and

WHEREAS, the City of Riverbank benefits from the advisory recommendations made by the Budget Advisory Committee; and

WHEREAS, an ongoing recruitment has taken place to fill vacant seats; and

WHEREAS, in the past seats have been appointed in July but appointment of seats in January is necessary to maintain a full committee; and

WHEREAS, the Mayor conducted interviews on November 20th and 21st and based on the interviews and review of qualifications has nominated Benjamin Reuben, Darlene Patrick and Wayne Mott to fill the Budget Advisory Committee vacancies; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the appointment of Mr. Benjamin Reuben, Ms Darlene Patrick as primary Budget Advisory Committee members and Mr. Wayne Mott as an alternate Budget Advisory Committee member to serve a term beginning on January 1, 2018 and ending on December 31, 2019.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of December, 2017; motioned by Councilmember _____, seconded by Councilmember _____ motion carried by the following City Council _____ vote of ____:

AYES:

NAYS:

ABSENT:

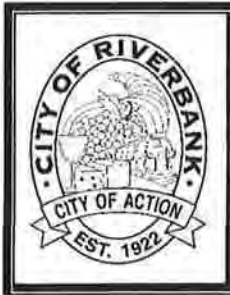
ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor



APPLICATION For Appointment to the Planning Commission of the City of Riverbank



TO QUALIFY: APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

For Official Use	
Riverbank Resident	Yes ___ No ___
Registered Voter	Yes ___ No ___

Please type or print

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.)

Name ☒ Mr. ☐ Ms. Benjamin P. Reuben
First MI Last

Home Address _____
Address City Zip

Mailing Address (if different from home address) _____

Signature (required): _____

Contact Phone # _____ E-mail _____

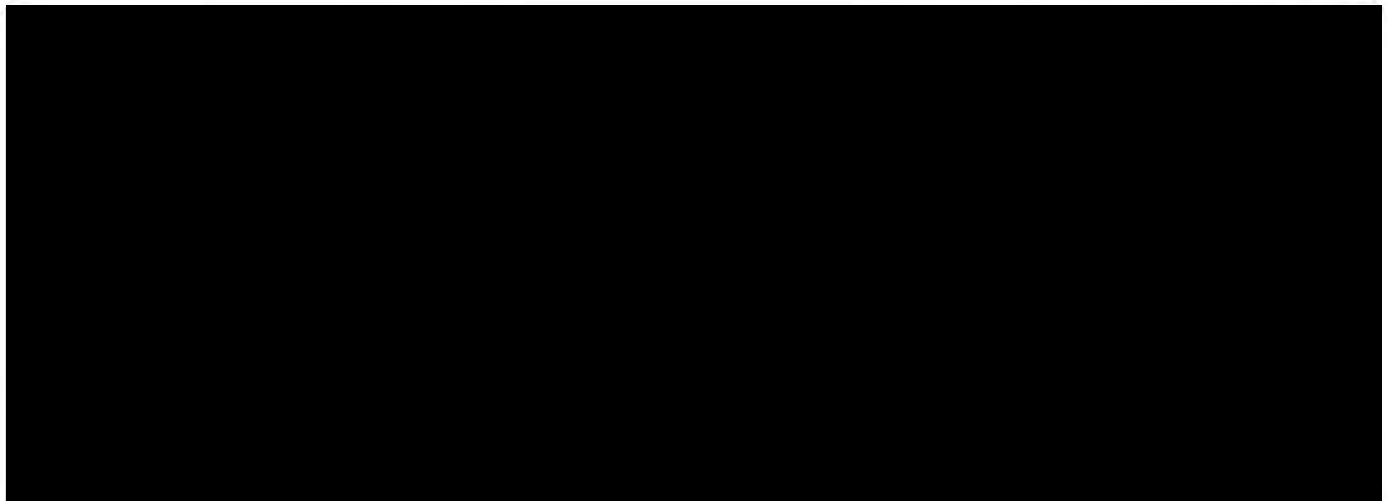
THIS APPLICATION MUST BE COMPLETED AND SIGNED – DO NOT ONLY INDICATE “SEE RESUME”

Current or Last Employer Information

Employer _____ Address _____

Position _____ Dates of Employment _____

Responsibilities _____



Please describe your education, training, and/or any special certifications or experience:

B.A. in Economics and History, Defiance College, Defiance, Ohio

Thirty years experience in banking and finance institutions

HUD pre-purchase Loan Counselor

HUD Certified Credit Counselor

Experienced Elections Poll Inspector, Stanislaus County

Please list your experience of serving on any previous Board, Commission, or Committee:

Vintage Faire Mall, Board of Directors

Habitat for Humanity, Stanislaus, Board of Directors

Habitat for Humanity, Stanislaus, Family Selection Committee Co-chair

UCC Church Moderator, Financial Secretary & Treasurer

Please list community organizations to which you currently belong or previously belonged to:

Modesto Chamber of Commerce, former bank representative

Habitat for Humanity, Stanislaus volunteer

Interfaith Ministries volunteer

Please provide any additional information, which covers your qualifications, interests, or training related to this appointment:

With my banking experience, I would bring a financial perspective to the Planning Commission.

As a resident of Riverbank, I am extremely interested in the future growth of this city.

Completed and signed applications may be mailed or delivered to:

City of Riverbank, City Clerk
Attn: Planning Commission Recruitment
6707 Third Street, Suite A
Riverbank, CA 95367
Or, emailed to cityclerk@riverbank.org



APPLICATION FOR APPOINTMENT BUDGET ADVISORY COMMITTEE

Name: Darleen Patrick

Date: 11/30/2017

Home Address: [REDACTED]

(Number/Street) (City/Zip)

(Telephone)

Business Address: [REDACTED]

(Number/Street) (City/Zip)

(Telephone)

Email Address: [REDACTED]

Cell: [REDACTED]

Eligible applicants must reside within the Riverbank city limits and should possess a basic knowledge of accounting procedures and protocols.

[REDACTED]

Please describe your education, employment and civic activities:

B.S. - Accounting, Russian Studies majors (University of the State of New York)

15 years as a business analyst/project manager in the Information Technology field

12 years implementing enterprise financial systems

State of Alaska, Chugach State Park Advisory Board, Secretary (93-94)

Fundraising Committee member, Crohn's and Colitis Foundation of America (2010-11)

Currently, group coordinator for Indivisible Stanislaus and the CA-10 Progressive Coalition

Currently, Precinct Captain for my own precinct, volunteering with the California Democratic Party

Veteran, U.S. Army, E-5 Sergeant (88-93)

What qualifies you best to advise the Riverbank City Council on budgetary issues?

My professional career as a business analyst/project manager has been largely focused on implementing enterprise financial systems. This requires, in addition to a solid knowledge of business systems and project management principles, a solid understanding of public and private financial accounting principles. I started out as an Accountant and then progressed into IT, where I could actually affect change within our financial systems. This requires a broad knowledge of finance and accounting principles and systems. I have used this knowledge in my work in the following industries: technology, State departments, healthcare, public educational institutions, and utilities.

Please return: In person to the Finance Department - 6617 Third Street or via e-mail at mhgarcia@riverbank.org. Application period open until all vacancies are filled.



APPLICATION FOR APPOINTMENT BUDGET ADVISORY COMMITTEE

Name: Wayne Mott

Date: 12/4/17

Home Address: [REDACTED]

(Number/Street)

(City/Zip)

(Telephone)

Business Address: [REDACTED]

(Number/Street)

(City/Zip)

(Telephone)

Email Address: [REDACTED]

Cell: [REDACTED]

Eligible applicants must reside within the Riverbank city limits and should possess a basic knowledge of accounting procedures and protocols.

Please describe your education, employment and civic activities:

I hold a Bachelors Degree in Sociology and a Master's Degree in Social Work (MSW).

I have worked in the social services field, both in county government and the private sector, for over 25 years.

I have been involved with the California Association of Adoption Agencies, Stanislaus County Workforce Alliance, the MSW Advisory Board for CSU, Stanislaus, Child Abuse Council, Love Modesto and other activities over the years.

What qualifies you best to advise the Riverbank City Council on budgetary issues?

For almost 20 years I have worked with budgets in both the private and public sector. I have gained a wealth of knowledge in both areas of how to budget funds, meet State and Federal guidelines for funding, and how to maximize funds from various sources. In both areas I have always focused on both the fiscal responsibilities and the ethical considerations in the use of public funds.

Please return: In person to the Finance Department - 6617 Third Street or via e-mail at mhgarcia@riverbank.org. Application period open until all vacancies are filled.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: December 12, 2017

Subject: Consider Adoption of a **Resolution** Approving the Execution of the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Riverbank

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City of Riverbank City Council consider adoption of Resolution Approving the Execution of the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Riverbank.

SUMMARY

On November 8, 2016, the voters of Stanislaus County approved Measure L, thereby authorizing STANCOG to administer the proceeds from the one-half cent transaction and use tax ("Measure L"). The duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017. The tax proceeds will be used to pay for the programs and projects outlined in the Stanislaus Council of Government's Expenditure Plan.

The Measure L Master Funding Agreement delineates the requirements of the Measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements. On November 15, 2017, the StanCOG Policy Board approved Resolution 17-10 Adopting the Measure L Master Funding Agreement.

MAJOR POINTS OF THE AGREEMENT

1. The agreement authorizes StanCOG to allocate the 65% Local Control Funds derived from Measure L receipts to the various agencies within Stanislaus County. The breakdown of the 65% Local Control Funds by program are as follows: 50% to Local Streets and Roads; 10% to Traffic Management and 5% to Bike and Pedestrian Improvements.

2. Each jurisdiction must provide an annual adopted Capital Improvement program identifying the Measure L projects scheduled for project delivery.
3. Annual Maintenance of Effort (MOE) calculations demonstrating the City's compliance with the MOE. The MOE calculations are based on the prior three fiscal years' general fund spending on transportation purposes as reported to the State Controller's Office. The MOE calculation will need to be verified by an annual independent audit, conducted at the City's sole cost and expense.
4. Annual independent audit of all the City's Measure L accounts at the City's sole cost and expense.
5. Once all required documentation is submitted, StanCOG will disburse the allotted Measure L Local Control Funds to the City based on the percentage allocations.
6. If the City fails to comply with one or more of the requirements set forth in the Agreement, StanCOG may withhold payment of Measure L funds until full compliance is achieved.
7. The StanCOG Policy Board has adopted Measure L Policies and Procedures which contain additional fund usage and eligibility guidelines that the City acknowledges and agrees that it shall comply with the provisions of the Measure L Policies and Procedures.
8. StanCOG will provide a quarterly report to its Board of Directors which shall include all Measure L revenues distributed to each Recipient.
9. The City will set up and maintain an appropriate system of accounts to report on Measure L funds received and spent.
10. The City will submit monthly revenue and expenditure reports which identify the Measure L revenue received and expended.
11. Direct costs associated with the delivery of programs and projects funded by Measure L, including direct staff costs and consultant costs are eligible uses of measure L funds.
12. The term of this Agreement shall be from July 1, 2017 to June 30, 2020, unless amended in writing or a new master Funding Agreement is executed between StanCOG and the City.

STRATEGIC PLAN

Under the City of Riverbank's Strategic Plan dated October 30, 2017 this agenda item meets three of the City's Three-Year Goals: *Achieve and maintain financial stability and sustainability, Maintain and improve the City's infrastructure and service delivery systems and Enhance public safety.*

RECOMMENDATION

It is recommended that the City of Riverbank City Council consider adoption of Resolution Approving the Execution of the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Riverbank.

FINANCIAL IMPACT

The City of Riverbank's percentage allocation identified in the adopted Measure L Expenditure Plan is 3.42%. Annually the City is expected to receive \$656,648 for Road Maintenance, \$131,330 for Traffic Management and \$65,665 for Bicycle & Pedestrian projects. The City will also need to allocate funds from the general fund to satisfy the MOE requirement, based on preliminary analysis staff believes that the City will be able to afford to adequately show MOE funding from the general fund which will allow full access to Riverbank's Measure L dollars. Staff will provide more analysis on this issue during the yearly budgeting process.

ATTACHMENT

1. Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Riverbank.
2. Resolution

**MEASURE L MASTER FUNDING AGREEMENT
BETWEEN THE
STANISLAUS COUNCIL OF GOVERNMENTS
AND THE
CITY OF RIVERBANK**

This Measure L Master Funding Agreement (“AGREEMENT”), effective July 1, 2017, is entered into by and between the Stanislaus Council of Governments, acting as the Stanislaus County Transportation Authority (“STANCOG” or the “Authority”), and the City of Riverbank (“RECIPIENT”).

RECITALS

A. On November 8, 2016 the voters of Stanislaus County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved Measure L, thereby authorizing STANCOG to administer the proceeds from the one-half cent transaction and use tax (“Measure L”).

B. The duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017, with said tax to expire on March 31, 2042. The tax proceeds will be used to pay for the programs and projects outlined in the Stanislaus Council of Government’s Expenditure Plan (the “Measure L Expenditure Plan”), as it may be amended.

C. Measure L authorizes the Authority (STANCOG) to sell or issue bonds to finance and refinance the transportation projects identified in the Measure L Expenditure Plan. Costs associated with bonding will be borne only by the projects included in the Measure L Expenditure Plan.

D. This AGREEMENT delineates the requirements of the Measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements, (collectively referred to as “Local Control Funds”) and Transit Provider funds for Transit Services, as authorized by the Measure L Expenditure Plan. The jurisdictions (recipients) are Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

E. This AGREEMENT was originally approved by the STANCOG Policy Board on November 15, 2017.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I: FUNDING ALLOCATIONS

1. This AGREEMENT authorizes the STANCOG to allocate the Local Control Funds derived from Measure L receipts to the RECIPIENT as described in the voter-approved Measure L Expenditure Plan and as summarized below by jurisdiction for each of the three different programs covered under Local Control Funds (Local Streets and Roads, Traffic Management, and Bike and Pedestrian Improvements). Local Control Funds comprise 65% of the Measure L receipts (after deducting the 1% Administrative Expense Cap authorized in the Measure L Ordinance and Expenditure Plan).

Local Control Funds*

Ceres	6.36%
Hughson	1.26%
Modesto	35.79%
Newman	1.26%
Oakdale	3.86%
Patterson	4.55%
Riverbank	3.42%
Turlock	15.26%
Waterford	1.26%
Stanislaus County	26.98%
Total	100.00%

*Source: Measure L Expenditure Plan

The breakdown of the 65% of Local Control Funds by program is as follows: 50% to Local Streets and Roads; 10% to Traffic Management; and 5% to Bike and Pedestrian Improvements.

2. This AGREEMENT authorizes the STANCOG to allocate the Transit Provider funds derived from Measure L receipts as described in the Measure L Expenditure Plan and as summarized below by jurisdiction for Transit Services ("Transit Services"). **(Include this Section ONLY for Agreement with a Provider of Transit Services).**

Transit Services*

Ceres	7.00%
Modesto	52.00%
Stanislaus County	33.00%
Turlock	8.00%
Total	100.00%

*Source: Measure L Expenditure Plan

ARTICLE II: FUNDING PREREQUISITES AND REQUIREMENTS

1. RECIPIENT shall annually submit to STANCOG:

a. A copy of RECIPIENT'S adopted Capital Improvement Program (CIP), roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other document adopted by RECIPIENT'S governing board which identifies all programs and projects RECIPIENT intends to fund, either partially or in full, with Measure L funds and which identifies the schedule for project delivery. If RECIPIENT amends its CIP, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other adopted document at any time during the year, it shall provide a copy of the amended document to STANCOG within 15 business days of adoption by RECIPIENT'S governing board.

b. Annual Maintenance of Effort (MOE) calculation demonstrating RECIPIENT'S compliance with MOE. The MOE calculation shall be based on the prior three fiscal years' general fund spending on transportation purposes (local streets and roads) as reported to the State Controller's Office. The MOE calculation shall be verified by an annual independent audit, conducted at the RECIPIENT'S sole cost and expense. Adjustments to the MOE calculation may be made, subject to Authority approval, based upon the criteria stated in Section 9 of the Measure L Ordinance.

c. Annual independent audit of all of RECIPIENT'S Measure L accounts which audit shall be conducted at RECIPIENT'S sole cost and expense.

d. Any other documents or reports required to be submitted pursuant to the adopted Measure L Policies and Procedures, as may be amended.

2. If RECIPIENT has submitted all required documents and reports, STANCOG will disburse Measure L funds to RECIPIENT consistent with this AGREEMENT and in accordance with the adopted Measure L Policies and Procedures. RECIPIENT will receive Local Control Funds based on the percentage allocations summarized above and as set forth in the Measure L Expenditure Plan.

3. If RECIPIENT fails to comply with one or more of the requirements set forth in this Article II, STANCOG may withhold payment of Measure L funds to RECIPIENT until full compliance is achieved.

4. The governing body of the RECIPIENT will be the decision-making body for the use of the Local Control Funds within its jurisdiction.

5. Transit Providers (Transit Services) funds will be allocated 1.4% of the Measure L receipts (after deducting the 1% Administrative Expense Cap) and will be disbursed to Transit Providers at least quarterly or as set forth in the Measure L Policies and Procedures, whichever provides more frequent disbursements. **(Include this Section ONLY for Agreement with Provider of Transit Services).**

6. Percentage allocations identified in the Measure L Expenditure Plan are not subject to change unless two-thirds of the voters of Stanislaus County approve an amendment to the allocations.

7. The Measure L Ordinance and Expenditure Plan provide fund usage and eligibility guidelines by allocation category and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Ordinance and Expenditure Plan. The Measure L Ordinance and Expenditure Plan, as may be amended, is hereby incorporated in its entirety into this AGREEMENT by reference.

8. The StanCOG Policy Board has adopted Measure L Policies and Procedures which contain additional fund usage and eligibility guidelines and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Policies and Procedures. The Measure L Policies and Procedures, as may be amended, are hereby incorporated in its entirety into this AGREEMENT by reference.

ARTICLE III: PAYMENTS AND EXPENDITURES

A. STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) DUTIES AND OBLIGATIONS

1. STANCOG shall remit to RECIPIENT its designated amount of Local Control Funds in accordance with this AGREEMENT.

2. STANCOG will provide a quarterly report to its Board of Directors which shall include all Measure L revenues distributed to each Recipient.

3. STANCOG shall provide for an independent annual audit of its Measure L financial statements including revenues and expenditures.

4. STANCOG shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this Agreement, the Measure L Ordinance and Expenditure Plan, and the Measure L Policies and Procedures.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure L funds received in compliance with the Measure L Ordinance and Expenditure Plan, this AGREEMENT and the adopted Measure L Policies and Procedures.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure L funds received and spent. RECIPIENT must account for Measure L funds, including any interest received or accrued, separately for each program fund type, and from any other funds received from STANCOG. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds.

3. RECIPIENT acknowledges and agrees that STANCOG and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to Measure L funds, except to the extent specifically prohibited by applicable law.

4. RECIPIENT agrees to provide STANCOG each fiscal year with an adopted copy of its Capital Improvement Program, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other document adopted by RECIPIENT'S governing board which identifies all programs and projects containing a description of all the projects and tasks that Measure L funds will pay for over that fiscal year, schedule and cost information for each project in its entirety, and other funds that will match the Measure L allocation.

5. RECIPIENT hereby acknowledges and agrees to the Maintenance of Effort requirement set forth in Section 9 of the Measure L Ordinance.

a. Pursuant to the intent of the Public Utilities Code section 180001, a jurisdiction cannot redirect monies currently being used for transportation purposes to other uses, and then replace the redirected funds with local street maintenance and improvement dollars from Measure L.

b. RECIPIENT hereby agrees to certify in the annual verification submitted to STANCOG that it has met the Maintenance of Effort requirement by demonstrating that the Measure L funds have been used to augment and not supplant local resources spent. The Maintenance of Effort calculation is set forth in Section 9.03 of the Measure L Ordinance and uses the RECIPIENT'S average general fund expenditures of the prior (3) three fiscal years spent for local transportation purposes.

c. RECIPIENT shall conduct an annual independent audit to verify that the Maintenance of Effort requirement was met by RECIPIENT.

d. If RECIPIENT does not meet its Maintenance of Effort requirement in any given year it may have its Local Streets and Roads fund received pursuant to the Measure L Expenditure Plan reduced in the following year by the amount by which RECIPIENT did not meet its required Maintenance of Effort. Such funds shall be redistributed to the remaining eligible jurisdictions.

6. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure L, as reflected in the Measure L Expenditure Plan.

7. RECIPIENT agrees to comply with the reporting requirements set forth in this AGREEMENT.

C. OTHER CONSIDERATIONS

1. **Transportation Purposes Only:** RECIPIENT shall use all Measure L funds solely for transportation purposes as defined by the Measure L Ordinance and Expenditure Plan. If RECIPIENT violates this provision, it must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest which would have been earned will be calculated using the current interest rate earned on local agency monies on deposit with Stanislaus County.

2. **Administrative and Staff Cost Limitations:** Direct costs associated with the delivery of programs and projects funded by Measure L, including direct staff costs and consultant costs, are eligible uses of Measure L funds, unless otherwise limited by the adopted Measure L Policies and Procedures.

a. In situations where RECIPIENT acts as the project manager, project sponsor or the lead agency for delivery of a regional project identified in the Measure L Expenditure Plan, RECIPIENT will be required to enter into a Cooperative Agreement for that regional project and the reimbursement of administrative and staff costs will be addressed pursuant to the terms of that Agreement.

b. STANCOG does not allow the reimbursement of indirect costs, unless the RECIPIENT submits an Indirect Cost Allocation Plan which may be considered by the Caltrans Independent Office of Audits and Investigations, on a case by case basis, for approval of the identified indirect costs. If the Indirect Cost Allocation Plan is approved by Caltrans, the approved plan shall be submitted to STANCOG to allow for reimbursement of those approved indirect costs. Notwithstanding the foregoing, the following items are not eligible for Measure L

reimbursement: activities related to obtaining matching funds for a project, activities related to general Measure L administration (not specific to the project), education or preparation performed by the project manager/sponsor (*e.g.*, presentation to Rotary, Kiwanis, Lions Clubs, etc.), activities related to another project (regional) not covered in a Cooperative Agreement, even if it is a Measure L project.

3. **Fund Exchange:** RECIPIENT shall have the authority to loan its Measure L receipts allocated to it for Local Control Projects to other recipients for the implementation of needed transportation projects. All such fund exchanges shall be reviewed and accepted by STANCOG in accordance with the adopted Measure L Policies and Procedures.

4. **CEQA:** All projects funded with Measure L funds will be required to complete appropriate California Environmental Quality Act (CEQA) and other environmental review as required.

ARTICLE IV: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth in this Article IV. If RECIPIENT fails to comply with one or more of these requirements, STANCOG may withhold payment of further Measure L funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall submit to STANCOG on a monthly basis:

a. Monthly revenue and expenditure reports which identify the Measure L revenue received and expended by RECIPIENT. All reports shall identify the revenue and expenses by project identified in RECIPIENT'S CIP, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution or other document adopted by RECIPIENT'S governing board.

b. Monthly report of Measure L fund cash balances held by RECIPIENT.

2. RECIPIENT shall submit to STANCOG quarterly milestone reports which provides a narrative of the progress of all of RECIPIENT'S projects utilizing Measure L funding.

3. RECIPIENT shall, by March 31st of each year, submit to STANCOG, at the RECIPIENT'S expense, separate independently audited financial statements for the prior fiscal year ended June 30 of Measure L funds received and used.

4. RECIPIENT shall, by March 31st of each year, document expenditure activities and report on the performance of Measure L funded activities through the annual program compliance reporting process, or through other STANCOG performance and reporting processes as may be requested, including but not limited to the annual performance report, annual program plan and planning monitoring reports. This report shall be provided to StanCOG and the Measure L Citizens Oversight Committee within 90 days of the end of each fiscal year and shall include documentation as to whether or not RECIPIENT met the Maintenance of Effort requirement for that fiscal year.

5. RECIPIENT shall install or mount signage adjacent to each project or program in excess of \$250,000 funded in whole or in part by Measure L funds identifying the project or program as being funded by Measure L revenues.

6. RECIPIENT shall provide current and accurate information on RECIPIENT's website, to inform the public about how RECIPIENT is using Measure L funds. This information shall also be provided to STANCOG for posting on the Measure L website <http://www.stanislaus-localroadsfirst.com>

7. RECIPIENT shall actively participate in a "Public Awareness Program", in partnership with STANCOG as a means of ensuring that the public has access to information regarding which projects and programs are funded through Measure L funds.

8. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries regarding RECIPIENT's receipt, usage, and/or compliance audit findings regarding Measure L funds before the Citizens Oversight Committee.

9. RECIPIENT agrees that STANCOG may review and/or evaluate all project(s) or program(s) funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of STANCOG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with Recipient's staff or governing board.

ARTICLE V: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither STANCOG, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant

to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless STANCOG, its governing body, and all its officers, agents, and employees, from any liability imposed on STANCOG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY STANCOG

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, STANCOG shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT.

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Stanislaus County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

D. ATTORNEYS' FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

E. TERM

The term of this AGREEMENT shall be from July 1, 2017 to June 30, 2020, unless amended in writing or a new Master Funding Agreement is executed between STANCOG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. MODIFICATION

This AGREEMENT, and its Exhibits, as well as the referenced Measure L Ordinance and the Expenditure Plan, and the Policies and Procedures, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure L funds. This AGREEMENT may only be changed by a written amendment executed by both parties.

H. CONFLICT OF OR INCONSISTENT TERMS

If there is a conflict between this Agreement and the Policies and Procedures, the Policies and Procedures will control.

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CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING THE EXECUTION OF THE MEASURE L MASTER FUNDING AGREEMENT BETWEEN THE STANISLAUS COUNCIL OF GOVERNMENTS AND THE CITY OF RIVERBANK

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO), pursuant to State and Federal Designation; and

WHEREAS, StanCOG is the Local Transportation Authority ("Authority") as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Section 180000 et seq; and

WHEREAS, on November 8, 2016, the voters of Stanislaus County, approved Measure L thereby authorizing StanCOG to administer the proceeds from the one-half cent transaction and use tax ("Measure L"); and

WHEREAS, the duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017, with the tax to expire on March 31, 2042; and

WHEREAS, the Measure L Master Funding Agreement delineates the requirements of the measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements and transit provider funds for transit services, as authorized by the Measure L Expenditure Plan; and

WHEREAS, each of the member agencies of StanCOG (Stanislaus County and cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford) will be required to enter into the Measure L Master Funding Agreement prior to receiving Measure L fund disbursements; and

WHEREAS, the term of the Measure L Funding Agreement is three (3) years.

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank hereby approves the Measure L Master Funding Agreement with the Stanislaus Council of Governments and;

BE IT FURTHER RESOLVED that the City Council of the City of Riverbank authorize the City Manager to execute the Measure L Master Funding Agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 12th day of December, 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: Copy of Master Funding Agreement

**RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.4**

SECTION 6: NEW BUSINESS

Meeting Date:	December 12, 2017
Subject:	Approve a Resolution Authorizing the City Manager to Request and Execute a Supplemental Lease Amendment No. 2 to the U. S. Army Lease DACA05-1-16-516 Between the Secretary of the Army and the City of Riverbank to Extend the Interim Lease Through March 31, 2019
From:	Sean Scully, City Manager
Submitted by:	Debbie Olson, LRA Executive Director

RECOMMENDATION

It is recommended that the Local Redevelopment Authority ("LRA") Board of Directors ("Board") authorize the City Manager to provide notice to the Army of their intention to exercise an option to extend the term of the Interim Lease, and when received, execute the Supplemental Agreement No. 2 to the Army Lease DACA05-1-16-516 ("Interim Lease") and thereby extend the Interim Lease agreement through March 31, 2019.

SUMMARY

An Interim Lease was entered into on April 1, 2016, between the US Army and the City of Riverbank LRA for the former Riverbank Army Ammunition Plant, more recently known as the Riverbank Industrial Complex. The Interim Lease was amended in October 2017 upon transfer of Parcel B to remove that portion of the property from the Interim Lease agreement.

The Interim Lease expires on March 31, 2018 but allows for three (3) one-year options to extend the term for up to three (3) consecutive and continuous one-year periods beyond the expiration date of the original term.

If the City wishes to exercise this option and extend the IL through March 31, 2019, a written notice of intent must be forward to the Army 90 days prior to the expiration of the current term. The extension of the lease would continue the current terms agreed to by both the City and the Army. If the property transfers within this time frame, this lease will become null and void.

With approval, the attached resolution will authorize the City Manager to provide notice of intent to exercise an option to extend the term and also, upon receipt, execute the Supplemental Agreement (No. 2) to extending the term of the Interim Lease through March 31, 2019.

STRATEGIC PLAN

This action reinforces the City's core value of fiscal responsibility and is in line with three-year goals of improving and maintaining infrastructure and facilities and achieving and maintaining financial stability and sustainability.

FINANCIAL IMPACT

No financial impact to the City's General Fund.

ATTACHMENT

Resolution Allowing the City Manager to notice the Army of the intent to exercise an option to extend the term of the Interim Lease and execute Supplemental Agreement No. 2 to the Army Lease DACA05-1-16-516 thereby extending the term through March 31, 2019.

RIVERBANK LOCAL REDEVELOPMENT AUTHORITY

RESOLUTION

A RESOLUTION OF THE LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF RIVERBANK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO REQUEST AND EXECUTE A SUPPLEMENTAL LEASE AMENDMENT NO. 2 TO THE U.S. ARMY LEASE NO. DACA05-1-16-516 BETWEEN THE SECRETARY OF THE ARMY AND THE CITY OF RIVERBANK TO EXTEND THE INTERIM LEASE THROUGH MARCH 31, 2019

WHEREAS, on April 1, 2010, the US Army (hereinafter the "Army") and the City of Riverbank (hereinafter the "City") entered into that certain Army Lease No. DACA5-1010-525 (hereinafter the "Master Lease"), under authority of Title 10 United States Code section 2667 and Title 10 United States Code section 2687, "defense Base Realignment and Closure Act of 1990" (Public Law 101-510), as amended, for the Riverbank Army Ammunition Plant, Stanislaus County, California; and

WHEREAS, the City and the Army entered into Supplemental Agreement No. 1 dated June 29, 2011, Supplemental Agreement No. 2 dated August 17, 2011, Supplemental Agreement No. 3 dated October 6, 2011, Supplemental Agreement No. 4 dated April 17, 2012, Supplemental Agreement No. 5 dated July 2, 2013; Supplemental Agreement No. 6 dated April 1, 2014, Supplemental Agreement No. 7 dated February 3, 2015, and Supplemental Agreement No. 8 dated March 31, 2015; and

WHEREAS, the Master Lease expired on March 31, 2016; and

WHEREAS, the parties entered into a new Interim Lease No. DCA05-1-16-516 (hereinafter "Interim Lease") for the Riverbank Army Ammunition Plant; and

WHEREAS, the City and the Army amended the Interim Lease with Amendment No. 1 to remove Parcel B from inclusion in the Leased Premises; and

WHEREAS, Section 3(a) of the Interim Lease indicates a termination date of March 31, 2018; and,

WHEREAS, Section 3(b) of the Interim Lease allows the parties to extend the term beyond the expiration date of the original term;

WHEREAS, the City may exercise the extension option after first giving written notice at least ninety (90) days prior to the expiration date of the intention to exercise the option; and, extend the termination date to March 31, 2019; and,

WHEREAS, the City would like to extend the term of the Interim Lease through March 31, 2019; and,

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank, reconstituted as the Local Redevelopment Authority Board of Directors hereby authorizes the City Manager to request an extension to the Interim Lease, and upon receipt, execute a Supplemental Agreement #2 to extend the term of the Interim Lease through March 31, 2019.

PASSED AND ADOPTED by the Local Redevelopment Authority Board of the City of Riverbank at a meeting held on the 12th day of December, 2017; motioned by Authority Member _____, seconded by Authority Member _____, and upon roll call was carried by the following vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor