



**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

***Teleconference Location Notice**

(Pursuant to GC § 54953(b))
Meeting Phone: (209) 719-9256
Location Room: Grand Canyon
Hyatt Regency Washington on Capitol Hill Hotel
400 New Jersey Avenue, N.W. • Washington, DC 20001
Hotel Main Phone: (202) 737-1234

AGENDA

TUESDAY, MARCH 26, 2019– 6:00 P.M (PST) / 9:00 P.M. (EST)

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

CALL TO ORDER

Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)

FLAG SALUTE

Vice Mayor/Chair Darlene Barber-Martinez

INVOCATION

Riverbank Ministerial Association

ROLL CALL

*Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Darlene Barber-Martinez
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

CHANGES TO THE AGENDA: Vice/Mayor Chair Barber-Martinez

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.

1. PRESENTATIONS

Item 1.1: Proclamation – National Library Week, April 7 – 13, 2019

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 February 26, 2019, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution** to Approve the Cancellation of the Regular City Council Meeting Scheduled on April 9, 2019.

Item 3.D: A **Resolution** Approving the Transportation Development Act Local Transportation Fund (LTF) Non-Transit Claim for Fiscal Year 2018/2019 Other Purposes and Amending the Budget for the City of Riverbank to Conform to Said Claim.

Item 3.E: A **Resolution** Adopting the Pay Schedule (Compensation Plan) for Part-Time Classifications to be Retroactively Effective on January 1, 2019.

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. 2019-003 to Approve Pre-Zoning of the Crossroads West Specific Plan (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-006-013, 074-011-009, 074-014-006, 074-014-007, and 074-011-004)** – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-003 and consider its adoption by roll call vote.

Item 4.2: **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2019-004 Approving a Development Agreement by and Between the City of Riverbank and Western Pacific Holdings, Inc.** - It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-004 and consider its adoption by roll call vote.

5. PUBLIC HEARINGS

There are no items to consider.

6. NEW BUSINESS

Item 6.1: **A Resolution Approving the Exception of Riverbank Municipal Code Section 94.06 of Chapter 94: Park Regulations that Prohibits Alcohol in City Parks to Allow for the Sale of Alcohol During the City's 2019 Riverbank Summer Concert Series Event at Jacob Myers Park** – It is recommended that the City Council consider approval of an exception to Municipal Code 94.06 for the Summer Concert Series on the following Fridays in June: June 7th, 14th, 21st, and 28th from 5:00 PM to 9:00 PM at Jacob Myers Park.

Item 6.2: **A Resolution to Authorize and Create a Security and Traffic Camera Pilot Program and Direct the City Manager to Enter into Necessary Agreements with QPCA for Camera Leases and to Appropriate Funds from the Public Benefit Fund to Pay for Said Leases** – It is recommended that the City Council consider the attached resolution establishing a Security and Traffic Camera Pilot Program, authorizing the City Manager to enter into necessary contract for security cameras and associated services with QPCS and appropriating funds from the Public Benefit Fund for the pilot program.

Alternatively Council may provide alternate direction on security and camera programs.

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: **LIABILITY CLAIMS**

Pursuant to Government Code § 54956.95

Claimant: Mr. Melvin Lindsey

Agency claimed against: City of Riverbank

- Item 8.2:** **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government
Code § 54956.9: (1) potential case

9. REPORT FROM CLOSED SESSION

- Item 9.1:** Report from Closed Session on Item 8.1: **LIABILITY CLAIMS** - Mr. Melvin
Lindsay
- Item 9.2:** Report from Closed Session on Item 8.2: **CONFERENCE WITH LEGAL
COUNSEL – ANTICIPATED LITIGATION:** (1) potential case

ADJOURNMENT (The next regular City Council meeting – Tuesday, April 23rd @ 6:pm; if
the cancellation of the regular meeting on April 9th is approved.)

UPCOMING EVENTS

2019 Canceled Regular City Council Meetings	• <u>City Council voted to cancel the following regular meetings:</u> - o July 9, 2019, August 13, 2019, November 26, 2019, and December 24, 2019.
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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 in the City of Riverbank. I further certify that an agenda copy and this Affidavit of Posting was provided to Cindy Malekos, StanCOG Manager of Administrative Services, to send to the contact personnel of the Hyatt Regency Washington on Capitol Hill Hotel, Washington, DC, to be posted at the teleconference location 72 hours prior to the meeting date and time (no later than 9:00 p.m. (EST) on Saturday, March 23, 2019) pursuant to the California Brown Act.

Posted this 21st day of March, 2019

/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.

Meeting Schedule	The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Tuesdays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when available, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings	In general, a public hearing is an open consideration within a regular meeting of the City Council or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Televised / Video of Meetings	City Council/LRA meetings are televised on Charter Channel 2 and AT&T Uverse Channel 99. Video of the meeting and the schedule of replays may be seen on the City's website, under the "Action 2" Icon. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
Questions	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	March 26, 2019
Subject:	Proclamation – National Library Week, April 7 – 13, 2019
From:	Sean Scully, City Manager
Submitted by:	Cheryl Stefani, Administrative Assistant

RECOMMENDATION

It is recommended that the City Council read the Proclamation for National Library Week, April 7 – 13, 2019; and present to Vicky Holt, Riverbank Library Branch Manager.

SUMMARY

Libraries, librarians, library workers, volunteers and supporters in Stanislaus County are celebrating National Library Week, April 7 – 13, 2019. Libraries and library workers are trusted sources in their community and enhance lives by providing access to technology, information, and opportunities for community involvement. Literacy is vital for personal growth, as well as, success in school, in work, and in life. Libraries continue to evolve in a time of increasing technology and cultural change. Libraries offer equal rights to the usage of their resources regardless of race, ethnicity, creed, ability, sexual orientation, or socio-economic status. During this week, we recognize the valuable contributions made by all library workers and acknowledge the significance of libraries.

FINANCIAL IMPACT

None

ATTACHMENT

1. Proclamation



CITY OF RIVERBANK
PROCLAMATION
NATIONAL LIBRARY WEEK

WHEREAS, reading and literacy and the freedom to explore information are cornerstones of a free and democratic society; and,

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities; and,

WHEREAS, libraries and librarians promote civic engagement and empower their communities to make informed decisions by providing free and equitable access to information; and,

WHEREAS, libraries offer 24/7 access to library services through online resources such as eBooks, eMagazines, downloadable audiobooks, music, movies, online language instruction, and research databases; and,

WHEREAS, libraries partner with parents and caregivers to empower children to enter Kindergarten with the knowledge and skills necessary for success in school and beyond; and,

WHEREAS, libraries, librarians, library workers, volunteers and supporters in Stanislaus County are celebrating National Library Week.

NOW, THEREFORE, LET IT BE RESOLVED that the City Council of the City of Riverbank does hereby unanimously proclaim April 7-13, 2019 as Stanislaus County Library Week and urges everyone to visit their local library to take advantage of the wonderful resources available, provided through the voter-approved 1/8-cent sales tax dedicated to the support of libraries.

March 26, 2019

Darlene Barber-Martinez
Vice Mayor

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	March 26 , 2019
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 any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting.

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:	March 26, 2019
Subject:	Approval of the February 26, 2019, 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 February 26, 2019, 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. February 26, 2019, City Council and LRA Minutes



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

**MINUTES OF
TUESDAY, FEBRUARY 26, 2019**

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

There was no invocation.

ROLL CALL

Present:

Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

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

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 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.

Eva Nash, Riverbank, announced Love Riverbank event, and spoke in regards to cannabis smoking at public parks.

Michael Soto, Riverbank, spoke in regards to concerns with the City's the City's water billing system.

Danielle Graville, Board Member of the Riverbank Cannabis Collective, announced an event. City Manager Sean Scully responded to Mr. Soto's comments in regards to water billing.

3. CONSENT CALENDAR

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

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

Item 3.B: Approval of the January 22, 2019, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution [No. 2019-005]** to Approve the Appointments of Irma Khan and Rene Garcia to the Riverbank Housing Authority Board of Commissioners.

Item 3.D: Approval of IT Support Services Contract with Mid Valley IT.

Item 3.E: Consideration of a **Resolution [No. 2019-006]** Approving, Authorizing and Directing Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority.

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

City Clerk Annabelle Aguilar announced that the minutes of Item 3.B would be revised to reflect that there was no invocation that evening.

ACTION: *By motion moved and seconded (Uribe / Barber-Martinez / passed 5-0) to approve Consent Calendar Items 3.A through 3.E as presented, and with an amendment to the January 22nd minutes; Motion carried by unanimous City Council and LRA Board roll call vote.*

AYES: Campbell, Fosi, Uribe, Barber-Martinez, 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 hearing notice for Item 5.1 and 5.2 was published in the Modesto Bee on 02/16.2019.

Item 5.1: **Resolution [No. 2019-007] Approving the Fiscal Year 2018-19 Mid-Year Budget Amendments** – It is recommended that the City Council consider approval of the Fiscal Year 2018-19 Mid-Year Budget Amendments.

Assistant City Manager/Director of Finance Marisela Garcia presented the staff report. Mayor O'Brien opened the public hearing at 6:27 p.m.; no one spoke, the hearing was closed. City Council and Staff discussed the item.

ACTION: *By motion moved and seconded (Campbell / Barber-Martinez / passed 5-0) to adopt Resolution No.2019-007 Approving the Fiscal Year 2018-19 Mid-Year Budget Amendments as presented.
Motion carried by unanimous City Council roll call vote.
AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

LRA Item 5.2: **Resolution [No. 2019-001] Approving the LRA Fiscal Year 2018-19 Mid-Year Budget Amendments** – It is recommended that the Local Redevelopment Authority ("LRA") Board of Directors ("Board") accept and adopt the attached resolution approving mid-year budget adjustments to the Fiscal Year ("FY") 2018/19 Local Redevelopment Authority Budget.

LRA Administrative Analyst Melissa Holdaway presented the staff report. Chair O'Brien opened the public hearing at 6:35 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to adopt LRA Resolution No. 2019-001 Approving the LRA Fiscal Year 2018-19 Mid-Year Budget Amendments as presented.
Motion carried by unanimous LRA Board roll call vote.
AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

6. NEW BUSINESS

Item 6.1: **Reconsideration of a Moratorium on the Processing and Issuance of Additional Permits for a Cannabis Dispensary within the City of Riverbank** – It is recommended that the City Council review the provided information, take public comment, and chose one of the following options and/or provide direction to staff:

1. Allow the existing one (1) year moratorium to continue and to expire on January 23, 2020;

2. Reduce the existing one (1) year moratorium to six (6) months and allow it to expire on July 23, 2019;
3. Cause the existing one (1) year moratorium to expire immediately, February 26, 2019; or
4. Make the existing moratorium permanent and direct staff to return with an ordinance amending Riverbank Municipal Code Section 120 Cannabis Regulations.

City Manager Sean Scully presented the staff report.

City Council and Staff discussed the item.

Public comments: Mr. Angel (no last name stated) represents a Cannabis Company, and Ms. Tiffany Von Alvensleben, one of the co-owners of the proposed third dispensary, spoke in favor of lifting the moratorium.

Ms. Danielle Graville, Riverbank Cannabis Collective Board Member, and Mrs. Evelyn Halbert spoke in favor of keeping the existing one-year moratorium.

In response to Mayor O'Brien's clarification of dispensary definition, City Attorney Tom Hallinan clarified that a cannabis business that conducts delivery of cannabis is considered a dispensary.

ACTION: *By motion moved and seconded (Fosi / Campbell / failed 2-3) to adopt a Resolution [No. 2019-008] declaring option #1 – Allow the existing one (1) year moratorium to continue and to expire on January 23, 2020.*

Motion failed by City Council roll call vote.

AYES: Campbell and Fosi

NAYS: Uribe, Barber-Martinez, and Mayor O'Brien

ABSENT: None / ABSTAINED: None

ACTION: *By motion moved and seconded (Uribe / O'Brien / failed 1-4) to adopt Resolution [No. 2019-008] declaring Option #3 - Cause the existing one (1) year moratorium to expire immediately, February 26, 2019.*

Motion failed by City Council roll call vote.

AYES: Uribe

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

ABSENT: None / ABSTAINED: None

ACTION: *By motion moved (Barber-Martinez) and seconded (no second) / Motion failed for a lack of a second motion).*

Councilmember Campbell requested clarification prior to voting on the next motion; it was clarified that the City could no longer approve an extension of the moratorium on dispensary permits after this vote [Option #2], therefore, at the end of this moratorium, the City Council will need to direct a permanent moratorium by amending the City's Municipal Code, or allow the continued issuance of dispensary permits.

ACTION: *By motion moved and seconded (Uribe / O'Brien / passed 3-2) to adopt Resolution [No. 2019-008] declaring Option #2 – Reduce the existing one (1) year moratorium to six (6) months and allow it to expire on July 23, 2019.*

Motion carried by City Council roll call vote.

AYES: Campbell, Uribe, and Mayor O'Brien

NAYS: Fosi and Barber-Martinez

ABSENT: None / ABSTAINED: None

City Clerk Annabelle Aguilar clarified that adopted Resolution [No 2019-008] would be amended to clarify that previous adopted Resolution No. 2019-001 for a one-year moratorium is rescinded.

Item 6.2: **A Resolution [No. 2019-009] Authorizing Purchase of Property Located at 3234 Santa Fe Street – Assessors Parcel Number 132-011-017, Authorizing the City Manager to Execute Necessary Documents to Complete the Sale, and Authorizing Appropriation of \$302,000 from the System Development Fee Account for Purchase of the Property –** It is recommended that the City Council approve the attached resolution which authorizes the purchase of 3234 Santa Fe St. and authorizes the City Manager to execute necessary documents to complete the purchase.

City Manager Sean Scully presented the staff report.

ACTION: *By motion moved and seconded (Barber-Martinez / Campbell / passed 5-0) to adopt Resolution No. 2019-009 Authorizing Purchase of Property Located at 3234 Santa Fe Street – Assessors Parcel Number 132-011-017, Authorizing the City Manager to Execute Necessary Documents to Complete the Sale, and Authorizing Appropriation of \$302,000 from the System Development Fee Account for Purchase of the Property as presented.*

Motion carried by unanimous City Council roll call vote.

AYES: Campbell, Fosi, Uribe, Barber-Martinez, 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 Scully announced the success of the Strategic Planning Session, and the Del Rio project was moving forward.*

Item 7.2: Council/Authority Member

- *Council/Authority Member Fosi commented on drivers violating the traffic lines to make a turn.*
- *Council/Authority Member Campbell commented on drivers violating the right-turn traffic light at the [southeast] corner of Oakdale and Patterson Road.*
- *Vice Mayor/Chair Barber-Martinez announced the Love Riverbank Event scheduled on April 13th.*

Item 7.3: Mayor/Chair

Mayor/Chair O'Brien: 1) announced that the League of California Cities and other Cities were joining Riverbank's lawsuit against the State of California's decision to allow the distribution [delivery] of cannabis without Local control or proper licensing; and 2) commented on the new Governor's redistribution of the Planning Grant funds that the City was to receive for Wastewater, which may no longer be received.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 7:21 p.m.

ATTEST: *(Adopted 3/26/2019)*

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: February 26, 2019

Subject: A **Resolution** to Approve the Cancellation of the Regular City Council Meeting Scheduled on April 9, 2019

Submitted by: Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council approve the attached resolution cancelling the April 9th 2019 regularly scheduled City Council meeting.

SUMMARY

Staff routinely conducts agenda planning meetings to plan out future Council meeting agendas and establish timelines for delivery of important items to Council. During a recent agenda planning meeting it was discussed that there are no significant items for Council consideration scheduled on April 9th. Therefore staff would recommend cancelling the April 9th meeting for lack of agenda items.

The special City Council meeting in March has allowed staff to generally stay ahead of schedule with regard to timeline for items to reach City Council, cancellation of the April 9th meeting will not significantly affect the timeliness of future Council agenda items.

FINANCIAL IMPACT

No significant impact

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO APPROVE THE CANCELLATION OF THE REGULAR CITY
COUNCIL MEETING SCHEDULED ON APRIL 9, 2019**

WHEREAS, by resolution, the City Council has declared that its Council meetings are scheduled to occur at 6:00 p.m. every second and fourth Tuesday of each month; and

WHEREAS, at the beginning of the year, the City Council foresees the need to declare certain regular meeting dates to be cancelled, which are approved by minute order; and

WHEREAS, from time to time, as deemed necessary, the City Council may declare other regular meeting dates cancelled; and

WHEREAS, the City Council finds that there are a lack of agenda items for the April 9th meeting, and

WHEREAS, the cancellation of the meeting will not cause any significant delay in future Council agenda items; and

WHEREAS, the next regularly scheduled City Council meeting will take place on April 23, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby cancels the regular City Council meeting of April 9, 2019.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of March, 2019; 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

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date: March 26, 2019

Subject: A **Resolution** Approving the Transportation Development Act Local Transportation Fund (LTF) Non-Transit Claim for Fiscal Year 2018/2019 Other Purposes and Amending the Budget for the City of Riverbank to Conform to Said Claim

From: Sean Scully, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council approve Resolution authorizing staff to submit Transportation Development Act Local Transportation Fund Non-Transit Claim for Fiscal Year 2018/2019 in the amount of \$40,378 to the Stanislaus Council of Governments (StanCOG) and amend budget to conform to said claim.

SUMMARY

The City receives funding through the Transportation Development Act Local Transportation Fund for various transit, street, and non-motorized purposes. The money is allocated, through the Stanislaus Council of Governments (StanCOG) to each City in Stanislaus County based upon population. In order to receive the funds, the City must submit an annual claim form. The funds the City will be receiving are Non-motorized funds and must be used for non-motorized purposes. The attached resolution and claim form are provided for your consideration.

The City of Riverbank currently has a LTF Non-motorized carryover of \$128,798 in non-motorized funds, which have been collected and set aside to hire a consultant to work with the City, Schools and the Community to develop a comprehensive Active Transportation Plan. This plan will include community outreach to create a Needs Analysis, Vision and Policies, Infrastructure Recommendations, and Programs promoting bicycle and pedestrian safety. The plan will also include an Implementation Plan for City staff to follow. The remaining non-motorized funds available will be used for bicycle lane striping and sidewalk/ADA ramps. The City did not receive any funds for fiscal year 2018/2019 for Other Purposes, so the carryover funds on hand in the amount of \$63,769, will be used for Personnel – Street Maintenance.

STRATEGIC PLAN

This is directly related to the Strategic Plan Goal of **Improve Public Safety**: “Public Safety continues to be a top priority for the City Council. In this context, Public Safety includes law enforcement, and the maintenance and improvement of infrastructure such as roadways and the water system”.

Strategies include:

2.5 a. Complete the City’s Active Transportation Plan.

2.5 b. Continue to support enhancements for Safe Routes to Schools.

FINANCIAL IMPACT

The City will receive for Fiscal Year 2018/2019 \$40,378 for non-motorized projects.

ATTACHMENT

1. Resolution
2. Local Transportation Fund Claim for Other Purposes Fiscal Year 2018/2019

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING THE TRANSPORTATION DEVELOPMENT ACT LOCAL TRANSPORTATION FUND NON-TRANSIT CLAIM FOR FISCAL YEAR 2018/2019 AND AMENDING THE BUDGET FOR THE CITY OF RIVERBANK TO CONFORM TO SAID CLAIM

WHEREAS, The Stanislaus Council of Governments (StanCOG) has been designated as the Transportation Planning Agency with the responsibility to administer the distribution of Local Transportation Funds and State Assistance Funds; and

WHEREAS, StanCOG has presented the City of Riverbank with a Transportation Development Act Local Transportation Fund Non-Transit Claim for Fiscal Year 2016/2017 Other Purposes for funds to be paid to the City of Riverbank from the Local Transportation fund for fiscal year 2018/2019; and

WHEREAS, The Riverbank City Council must amend its Final Budget for fiscal year 2018/2019 to conform to the claims for Local Transportation Funds.

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank hereby approves the following:

1. The LTF Claim for Fiscal Year 2018/2019 Other Purposes in the amount of \$40,378 for Non-Motorized Projects is hereby approved for submission to StanCOG; and
2. The Finance Director of the City of Riverbank is hereby authorized to execute the claim and to amend the annual budget of the City of Riverbank for fiscal year 2018/2019 to conform to the Local Transportation Fund and claim for State Transit Assistance Funds.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of March, 2019; 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

**TRANSPORTATION DEVELOPMENT ACT
LOCAL TRANSPORTATION FUND
CLAIM FOR FISCAL YEAR 2018/19 OTHER PURPOSES**

TO: Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354

FROM: Applicant: City of Riverbank
Address: 6707 Third Street
City Riverbank Zip: 95367
Contact Person: Kathleen Cleek Phone: (209) 863-7170
E-mail Address: kcleek@riverbank.org Fax: (209) 869-1849

The City of Riverbank hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its claim for other purposes be approved in the amount of \$ 40,378 for fiscal year 2018/19, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms contained in the approving resolution to the Stanislaus Council of Governments.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and conforms with the requirements of the Transportation Development Act and applicable rules and regulations.

Submitted by: 
Title: Assistant City Manager/Finance Director
Date: 3/19/2019

StanCOG Board of Directors:

Date of approval: _____

Resolution #: _____

StanCOG Approving Authority

**LOCAL TRANSPORTATION FUND
CLAIM FOR OTHER PURPOSES
FY 2018/19**

TABLE 1

1.	Planning, Local --PUC 99262/99402	\$	-
2.	Transit _____ *	\$	-
3.	Streets and Roads --PUC 99400 (a)	\$	-
4.	Nonmotorized - 2% LTF funds --PUC 99233.2/99234	\$	40,378
5.	Nonmotorized - Other LTF funds --PUC 99233.2/99234	\$	-
6.	TOTAL CLAIM	\$	40,378

This table is to be filled out by StanCOG staff

City of Riverbank**Total LTF available to be claimed for other purposes:**

FY 2016/17 Nonmotorized supplemental	\$	1,141
FY 2017/18 Nonmotorized apportionment	\$	17,763
FY 2017/18 Nonmotorized supplemental	\$	1,903
FY 2018/19 Nonmotorized apportionment	\$	19,571
Total 2% Nonmotorized	\$	40,378
 Total available to be claimed at this time	 \$	 40,378

* If you have proposed transit expenditures, please fill in the appropriate PUC Code.

NONMOTORIZED PROJECTS FY 2018/19

(Use additional forms if necessary)

TABLE 2
BREAKDOWN BY PROJECT

BRIEFLY DESCRIBE PROJECTS AND EXPENDITURES INCLUDED IN THE 3 YEAR PERIOD BELOW										
ID	PROJECT TITLE	MODE			FOR BIKE PROJECTS ONLY		2016/17 ACTUAL EXPENDITURES	2017/18 ESTIMATED EXPENDITURES	2018/19 CLAIM	ACTUAL / ESTIMATED EXPENDITURES FOR 3 YEAR PERIOD
		B I K E	P E D	P L A N	PROJECT IN StanCOG's BIKE PLAN *	PROJECT IN CITY/CO BIKE PLAN *				
	Bicycle Lane Striping	X	X				\$0.00	\$0.00	\$20,000.00	\$20,000.00
	Active Transportation Plan	X	X	X			\$0.00	\$0.00	\$129,175.61	\$129,175.61
	Sidewalk/ADA Ramps		X				\$0.00	\$0.00	\$20,000.00	\$20,000.00
							\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FUNDS APPROPRIATED TO PROJECTS							\$0.00	\$0.00	\$169,175.61	\$169,175.61

TABLE 3
BREAKDOWN BY CATEGORY

RECORD LTF FUNDS ONLY							
	% of Total Expenditures	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Estimate	2018/19 Claim	5 Year Total
Bicycle facilities	11.82%	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
Pedestrian facilities	11.82%	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
Preparation of Bicycle Plan	76.36%	\$0.00	\$0.00	\$0.00	\$0.00	\$129,175.61	\$129,175.61
TOTAL AMOUNT OF BIKE/PED EXPENDITURES		\$0.00	\$0.00	\$0.00	\$0.00	\$169,175.61	\$169,175.61

DOES THIS CLAIM MEET THE MINIMUM 50% BICYCLE EXPENDITURE STANCOG PERFORMANCE STANDARD?	YES
StanCOG 50% bicycle expenditure requirement: The 5 year bicycle expenditures must be 50% or greater.	

TABLE 4
FUNDS HELD IN RESERVE AT JURISDICTION

RECORD LTF FUNDS ONLY				
	2015/16	2016/17	2017/18	2018/19
Fiscal year beginning fund balance	\$0.00	\$0.00	\$0.00	\$0.00
Plus fiscal year 2% nonmotorized claim	\$0.00	\$0.00	\$0.00	\$0.00
Plus interest	\$0.00	\$0.00	\$0.00	\$0.00
Minus nonmotorized expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Fiscal year ending fund balance	\$0.00	\$0.00	\$0.00	\$0.00

1. Prior year(s) LTF carryover held by jurisdiction applied towards FY 2018/19 Nonmotorized claim (TABLE 4)	\$128,798
2. Interest earned on previously paid LTF funds held by jurisdiction (required by State law) (TABLE 4)	\$0
3. FY 2018/19 Nonmotorized 2% funds applied towards FY 2018/19 projects (must match Page 2, Line 4)	\$40,378
4. FY 2018/19 Other LTF funds applied towards Nonmotorized claim (must match Page 2, Line 5)	\$0
5. FY 2018/19 Nonmotorized 2% funds to be held at StanCOG	\$0
6. Total of lines #1 through #5 above	\$169,176

*** SEE PAGE 3b FOR NONMOTORIZED REGULATIONS/POLICIES AND NOTES**

ANNUAL PROJECT AND FINANCIAL PLAN
PROJECTS FOR OTHER PURPOSES
FY 2018/19

(Use additional forms as necessary)

TABLE 5

Briefly describe all proposed projects and indicate proposed project expenditures					
Project Title & Brief Description	Will this Project add new travel lanes? Yes or No	Will this Project use Federal Funds? Yes or No	Is this Project consistent with the RTP Yes or No	Total Project Cost	LTF Funds Utilized
Personnel - Street Maintenance	N/A	N/A	N/A	\$ 63,769	\$ 63,769
TOTAL				63,768.67	63,768.67

1. LTF carryover applied towards FY 2018/19 Other Purposes

63,768.67

2. Interest earned on LTF carryover (required by State law)

3. FY 2018/19 apportionment applied towards FY 2018/19 Other Purposes

4. Total of Lines 1, 2 and 3 above

63,768.67

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date:	March 26, 2019
Subject:	A Resolution Adopting the Pay Schedule (Compensation Plan) for Part-Time Classifications to be Retroactively Effective on January 1, 2019
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Assistant City Manager/Director of Finance

RECOMMENDATION

It is recommended that the City Council consider adopting the Part-Time Pay Schedule (Compensation Plan) with an effective date of January 1, 2019 as required by CalPERS regulations.

SUMMARY

To be in compliance with State Minimum Wage Laws and CalPERS regulations the compensation schedule with an effective date of January 1, 2019, must be formally approved and adopted by the City Council.

BACKGROUND

In order to comply with minimum wage laws, staff has prepared an updated Part-Time Salary Schedule (Compensation Plan) that will allow us to be in compliance with State Law as adopted under Assembly Bill 10 in 2016. The Part-Time Salary Schedule takes into consideration future minimum wage increases.

For part-time employees subject to CalPERS, only compensation earnable, as defined by California Government Codes Section 20636, can be reported to CalPERS and will be considered when calculating retirement benefits. In determining the amount of earnable compensation, an employee's pay rate is limited to the amounts identified on the publicly available compensation schedule that has been approved and adopted by the agency's governing body as required by Section 570.5 of the California Code of Regulations (CCR).

By approving the attached part-time compensation schedule the City will be in compliance with all applicable California Government Codes. The approval and adoption of this

compensation schedule is a formality as the minimum wage laws are set by the State of California and we are required to comply.

STRATEGIC PLAN

This item is not directly related to the City's Strategic Plan but ensures that the City is fully compliant with State Law.

FINANCIAL IMPACT

The cost to implement the required minimum wage increase is minor and can be absorbed in current Department operating budgets for Fiscal Year 2018-2019. The financial impact of the minimum wage increase to future Fiscal Years will be budgeted appropriately.

ATTACHMENTS

1. Resolution
2. Compensation Plan for Part-Time/Temporary/Seasonal Positions effective January 1, 2019

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ADOPTING THE PAY SCHEDULE (COMPENSATION PLAN) FOR
PART-TIME CLASSIFICATIONS TO BE RETROACTIVELY EFFECTIVE JANUARY 1,
2019**

WHEREAS, the State of California approved Assembly Bill 10, Chapter 351, to provide for an increase to the minimum wage from \$11.00 to \$12.00, effective January 1, 2019; and

WHEREAS, in order to comply with Assembly Bill 10, Chapter 351, the City of Riverbank adjusted the Part-Time Classifications pay rates and pay schedule to reflect the new California minimum wage; and

WHEREAS, the Pay Schedule for Part-Time Classifications takes into consideration future minimum wage increases approved via Assembly Bill 10.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Riverbank hereby adopts the Part-Time Classifications Pay Schedule effective January 1, 2019.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of March, 2019; 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: Compensation Plan for Part-Time/Temporary/Seasonal Positions effective January 1, 2019

**CITY OF RIVERBANK
COMPENSATION PLAN
EFFECTIVE JANUARY 1, 2019**

PART-TIME/TEMPORARY/SEASONAL POSITIONS

TITLE	RANGE	HOURLY SALARY STEP				
		A	B	C	D	E
Recreation Leader I	1	12.00	12.25	12.50	12.75	13.00
Recreation Leader II	5	13.00	13.25	13.50	13.75	14.00
Recreation Leader III	9	14.00	14.25	14.50	14.75	15.00
Sr. Recreation Leader	13	15.00	15.25	15.50	15.75	16.00

Lifeguard/Instructor	5	13.00	13.25	13.50	13.75	14.00
Head Lifeguard	9	14.00	14.25	14.50	14.75	15.00
Assistant Pool Manager	13	15.00	15.25	15.50	15.75	16.00
Pool Manager	17	16.00	16.25	16.50	16.75	17.00

Site Monitor	1	12.00	12.25	12.50	12.75	13.00
Program Specialist	9	14.00	14.25	14.50	14.75	15.00

Facilities Maintenance Worker Aide	5	13.00	13.25	13.50	13.75	14.00
Park Maintenance Worker Aide	5	13.00	13.25	13.50	13.75	14.00
Administrative Intern	9	14.00	14.25	14.50	14.75	15.00
Maintenance Worker Aide	13	15.00	15.25	15.50	15.75	16.00
Building/Neighborhood Improvement Aide	17	16.00	16.25	16.50	16.75	17.00
Collections Clerk	17	16.00	16.25	16.50	16.75	17.00
Water Utility Worker Aide	17	16.00	16.25	16.50	16.75	17.00
Water Conservation Coordinator	17	16.00	16.25	16.50	16.75	17.00
Personnel Clerk/Part-Time	17	16.00	16.25	16.50	16.75	17.00
Neighborhood Improvement Officer - PT	23	21.02	22.07	23.18	24.33	25.55

California Minimum Wage

January 1, 2019 - \$12.00

January 1, 2020 - \$13.00

January 1, 2021- \$14.00

January 1, 2022 - \$15.00

**CITY OF RIVERBANK
COMPENSATION PLAN
EFFECTIVE JANUARY 1, 2019**

(Old Version)

PART-TIME/TEMPORARY/SEASONAL POSITIONS

TITLE	RANGE	HOURLY SALARY STEP				
		A	B	C	D	E
Recreation Leader I	1	12.00	12.25	12.50	12.75	13.00
Recreation Leader II	5	13.00	13.25	13.50	13.75	14.00
Recreation Leader III	9	14.00	14.25	14.50	14.75	15.00
Sr. Recreation Leader	13	15.00	15.25	15.50	15.75	16.00

Lifeguard/Instructor	5	13.00	13.25	13.50	13.75	14.00
Head Lifeguard	9	14.00	14.25	14.50	14.75	15.00
Assistant Pool Manager	13	15.00	15.25	15.50	15.75	16.00
Pool Manager	17	16.00	16.25	16.50	16.75	17.00

Site Monitor	5	13.00	13.25	13.50	13.75	14.00
Program Specialist	9	14.00	14.25	14.50	14.75	15.00

Administrative Intern	17	16.00	16.25	16.50	16.75	17.00
Building/Neighborhood Improvement Aide	17	16.00	16.25	16.50	16.75	17.00
Collections Clerk	17	16.00	16.25	16.50	16.75	17.00
Maintenance Worker Aide	13	15.00	15.25	15.50	15.75	16.00
Facilities Maintenance Worker Aide	13	15.00	15.25	15.50	15.75	16.00
Park Maintenance Worker Aide	13	15.00	15.25	15.50	15.75	16.00
Water Utility Worker Aide	17	16.00	16.25	16.50	16.75	17.00
Water Conservation Coordinator	17	16.00	16.25	16.50	16.75	17.00
Personnel Clerk/Part-Time	17	16.00	16.25	16.50	16.75	17.00
Neighborhood Improvement Officer - PT	23	21.02	22.07	23.18	24.33	25.55

California Minimum Wage

January 1, 2019 - \$12.00

January 1, 2020 - \$13.00

January 1, 2021- \$14.00

January 1, 2022 - \$15.00

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date:	March 26, 2019
Subject:	Second Reading by Title Only and Adoption of Proposed Ordinance No. 2019-003 to Approve Pre-Zoning of the Crossroads West Specific Plan (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-006-013, 074-011-009, 074-014-006, 074-014-007, and 074-011-004)
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk for John B. Anderson Consulting Planner

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-003 and consider its adoption by roll call vote.

SUMMARY

Public hearings were conducted at a special City Council meeting on March 19, 2019. After receiving public opinion or evidence for or against the proposed Ordinance and related Resolutions, City Council adopted the following for the Crossroads West Specific Plan (CWSP):

- 1) **Resolution [No. 2019-013]** Certifying an Environmental Impact Report (State Clearinghouse #2017032062), Adopting the California Environmental Quality Act (CEQA) Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Crossroads West Specific Plan, General Plan Amendment, and Annexation; and
- 2) **Resolution [No. 2019-014]** Approving General Plan Amendments for the Crossroads West Specific Plan; and
- 3) **Resolution [No. 2019-015]** Approving the Crossroads West Specific Plan, with an amendment of the Plan to include and clarify the finding that the minimum size of the fire station site be between 1.25 - 3 acres, and that the minimum 1.24-acre stations site, as requested by the Stanislaus Consolidated Fire Protection District, will ensure that the Crossroads West Specific Plan is consistent with General Plan Policies PUBLIC 7.1 through 7.5; and

- 4) First Reading by Title Only and Introduction of **Ordinance [No. 2019-003]**, to Approve Pre-Zoning of the Crossroads West Specific Plan (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-006-013, 074-011-009, 074-014-006, 074-014-007, and 074-011-004), which initiated its consideration for a second reading by title only and adoption at the regular Council meeting on March 26, 2019; and
- 5) **Resolution [No. 2019-016]** Authorizing the City Manager to Submit an Application to Stanislaus Local Agency Formation Commission (LAFCO) to Consider Annexation of the Crossroads West Specific Plan Area into the City of Riverbank.

BACKGROUND

The CWSP area (Project Site or Plan Area) is located within the unincorporated area of Stanislaus County. The approximately 380-acre Plan Area is adjacent to the City of Riverbank (City) limits to the north and east. The Plan Area is within the City's existing Sphere of Influence (SOI).

The nine (9) parcels that compromise the Plan Area are primarily used for agricultural operations including a cow dairy operation with 550 milking cows, row crops, and fallow land. Seven (7) home sites exist within the Plan Area and many of them have accessory structures on-site including storage buildings, shop buildings, and barn structures. Additionally, the 11-acre regional City park (Riverbank Sports Complex) is currently developed in the northeastern portion of the Plan Area, near the intersection of Morrill Road and Oakdale Road. Crawford Road and Morrill Road traverse the Plan Area from east to west.



Modesto Irrigation District (MID) provides water supply for the existing agricultural uses and maintains two easements on the Plan Area: a MID canal with a crossing located along the northern boundary of the Plan Area, and MID Lateral Six traverses the southern portion of the Plan Area from northeast to southwest. A series of private irrigation ditches distribute the MID water from the on-site ditches throughout the Plan Area.

The Plan area is bounded on the east by Oakdale Road, on the south by Claribel Road, on the north by MID Main Canal and the City of Riverbank city limits, and on the west by those property lines approximately 0.5-mile west of Oakdale Road. The proposed Project includes development of up to 1,872 Low Density Residential (LDR) units, up to 192 Medium Density Residential (MDR) units, and up to 388 High Density Residential (HDR) units. The Project also includes up to 550,000 square feet (sf) of Mixed-Use 1 (MU-1) uses, and up to 27,000 sf of Mixed Use 2 (MU-2) uses. It is noted that development in MU-1 could consist of a maximum of 550,000 sf of retail uses and no residential uses, or up to 350 units of residential uses and 360,000 sf of retail uses. The CWSP is designed to provide flexibility, so there are various other hypothetical combinations of retail and residential development, but not more than the maximum density residential would be allowed without an amendment approved by the City. Additionally, the proposed Project would increase the size of the existing 11-acre Regional Park, to 22 acres. The plan accommodates the possibility for a future 10 to 12-acre elementary school as well as a 20-acre middle school within the Plan Area. The proposed Project would provide approximately 42 acres of park, open space, and Regional Sports Park uses.

The Project also includes a request for approval of the CWSP General Plan amendments, Pre-Zoning, and submission of an annexation application to Stanislaus LAFCo for the entirety of the Project Site.. Changes to the Land Use Element would include changing the approximately 380-acre Plan Area from LDR, MDR, HDR, MU, Civic, Community Commercial, and Park to Specific Plan (SP). The proposed Project would also require pre-zoning of the Project site. The City's pre-zoning for the Plan Area will include the Specific Plan (SP) zoning designation.

The quantifiable objectives of the proposed Project include annexation of approximately 380 acres of land into the Riverbank City limits, and the subsequent development of land, which will include: Low Density Residential, Medium Density Residential, High Density Residential, Regional Sports Park, Mixed Use, Elementary School, Park/Basin, Neighborhood Park, and transportation and utility improvements.

ANALYSIS

A. Crossroads West Specific Plan

The Crossroads West Specific Plan has been prepared and is ready for evaluation by the City Council (Attachment 1). The entire CWSP includes an approximately 380-acre Plan Area and is adjacent to the City of Riverbank (City) limits to the north and east. The Plan Area is contained within the City's adopted Primary Sphere of Influence (SOI).

There are nine (9) parcels that constitute the Plan Area, which are currently utilized for agricultural operations, including a cow dairy operation with 550 milking cows, row crops,

and fallow land. Seven (7) rural ranchette homes occupy the Plan Area with many also having accessory structures onsite, including storage buildings, shop buildings, and barn structures. In addition, the City's 11-acre Riverbank Sports Complex is currently developed in the Plan Area near the intersection of Morrill Avenue and Oakdale Road.

The Plan Area is bounded by the MID Main Canal and Riverbank City Limits to the north, Oakdale Road to the east, Claribel Road to the south, and property lines approximately 0.5-mile west of Oakdale Road to the west. The Proposed Project includes development of up to 1,872 Low Density Residential (LDR) units, up to 192 Medium Density Residential (MDR) units, and up to 388 High Density Residential (HDR) units. The Project also includes up to 550,000 square feet of Mixed Use 1 (MU-1) uses, and up to 27,000 sf of Mixed Use 2 (MU-2) uses. Development of the MU-1 properties could consist of a maximum of 550,000 sf of retail uses and no residential uses, or up to 350 units of residential uses and a maximum of 360,000 sf of retail uses. Additionally, the proposed Project would increase the size of the existing 11-acre Riverbank Sports Complex to about 22 acres. The proposed Project accommodates the possibility for a future 10-12 acre elementary school, as well as a 20-acre middle school within the Plan Area. The proposed Project also include 42 acres of park, open space, Regional Sports Park uses, and one to three acres for a new fire station for Stanislaus Consolidated Fire Protection District.

B. The California Environmental Quality Act

Pursuant to the California Environmental Quality Act (CEQA), the City reviewed the proposed Project for potential environmental impacts. Upon review, the City determined that development of the proposed Project could lead to direct and indirect significant adverse environmental impacts, therefore, an EIR was prepared pursuant to CEQA. Attachment 3 is the Draft Environmental Impact Report (DEIR) and Attachment 4 is the Final Environmental Impact Report (FEIR). The DEIR and FEIR, along with the resolution of approval, are collectively referred to as the EIR.

The EIR found that there were significant impacts from the proposed Project, some of which could be mitigated to a less than significant level, and some impacts that could not be mitigated and thus, will remain significant if the proposed proposed Project is approved. With this determination, CEQA Findings of Fact and a Statement of Overriding Considerations have been prepared to summarize environmental impacts created as a result of the proposed Project. In addition, for those impacts that could be mitigated, a Mitigation Monitoring Plan and Reporting for the EIR has also been prepared and is included in Attachment 5.

I. ENVIRONMENTAL IMPACT REPORT AND RELATED DOCUMENTS:

A. What is an Environmental Impact Report and Why is it Required?

The initial step of complying with the state mandated California Environmental Quality Act (CEQA) is the preparation of an "Initial Study" (CEQA Guidelines 15063.) The City must then prepare an EIR if the Initial Study indicates that the proposed Project will result in potentially significant impacts that cannot be feasibly mitigated.

For the properties located in the Plan Area, an EIR was certified by the Riverbank City Council in 2009, in connection with a comprehensive update to the General Plan (General Plan EIR). The General Plan EIR addressed potential development of the Plan Area. The Initial Study determined that there may be impacts on the environment not anticipated in that General Plan EIR. Therefore, in accordance with 15063 of the CEQA Guidelines, it was determined that an EIR was the proper level of environmental review required for the proposed Project.

An EIR is generally required to: (1) identify potential impacts of the proposed Project; (2) identify alternatives to the proposed Project; and (3) indicate ways to lessen or avoid the significant effects identified in the EIR. (Cal. Pub. Res. Code 21002.1(a)).

In accordance with Section 15082 of the CEQA Guidelines, a Notice of Preparation (NOP) for the proposed Project was prepared in March 2017. As a part of the NOP process, a Scoping Meeting was held on March 22, 2017. Notice of the Scoping Meeting was sent to all property owners within 300 feet of the Plan Area borders.

B. Relationship of the EIR to the proposed Crossroads West Specific Plan

The certification of the CWSP EIR is an independent action from the adoption of the CWSP. The EIR is a public information document that analyzes the impacts associated with the build-out of the CWSP within the context of the build-out of the General Plan. This information needs to be certified so that the public, including residents, staff, developers, and policy makers can make logical future development decisions regarding development of the CWSP. Furthermore, certification needs to occur before the City may make any final determination to approve the CWSP and Pre-zoning, General Plan amendment, annexation application, or the subsequent agenda items such as the Western Pacific Holdings Tentative Map, Preliminary Development Plan, Development Agreement, and any other land use entitlements related thereto.

C. Identified Environmental Impacts

The DEIR found a number of potentially significant impacts that can be mitigated to a less than significant level, through implementation of mitigation measures (conditions). Below are the following portions of the EIR where impacts were feasibly mitigated:

- Aesthetics (light and glare);
- Agricultural Resources (impacts to adjacent agricultural lands);
- Biological Resources (Special status reptile and amphibian, bird, and mammal species; and wetlands);
- Cultural and Tribal Resources (historical resources, paleontological resources, human remains);
- Geology and Soils (soil erosion and topsoil, soil liquefaction, and expansive soils);
- Hazards and Hazardous Materials (Release of hazardous materials into the environment);
- Hydrology and Water Quality (Water quality and discharge requirements);

- Noise (Construction noise; traffic noise; on-site activities);
- Public Services and Recreation (Construction of police facilities, construction of park and recreational facilities);
- Transportation and Circulation (Claribel Road and North-South Collector; Oakdale Road between Morrill Road and Crawford Road segment; bicycle and pedestrian facilities; transit services or facilities; queue lengths; mixed use retail area access; year 2042 Coffee Road and Morrill Road intersection); and
- Utilities (Construction of new storm drainage facilities or expansion of existing facilities).

In addition, the DEIR identified a number of impacts that cannot be mitigated to the point where the impacts would be considered less than significant. Below are the following portions of the EIR where impacts could not be feasibly mitigated:

- Agricultural lands (Conversion of Farmland);
- Air Quality (Conflict or obstruct implementation of an air quality plan; Project construction emissions);
- Greenhouse Gases and Climate Change (Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases); and
- Transportation and Circulation (Patterson Road and Coffee Road intersection; Claribel Road and Oakdale Road intersection; Patterson Road from McHenry Avenue to Coffee Road; Claribel Road from Oakdale to Claus Road; McHenry Avenue and Claribel Road intersection; year 2042 Coffee Road and relocated Crawford Road intersection; year 2042 Claribel Road and Oakdale Road intersection; year 2042 segment of Coffee Road between Morrill Road and relocated Crawford Road; year 2042 segment of Coffee Road between relocated Crawford Road and the realigned Claribel Road intersection; year 2042 segment of Coffee Road between the realigned Claribel Road intersection and the North County Corridor).

All of the impacts are discussed in more detail, along with mitigation measures that are incorporated into the proposed Project through the Mitigation Monitoring and Reporting Program (MMRP).

D. DEIR Public Review and Public Comments

On June 18, 2018, the DEIR for the proposed Project was released for public review in accordance with Section 15087 of the CEQA Guidelines. The 45-day public review closed on August 2, 2018. Upon closing of the public review period, comments received were considered and a FEIR was prepared.

A FEIR consists of comments received on the DEIR; a list of person(s), organization(s), and public agencies commenting on the DEIR; responses from the lead agency to the comments made, and any other information added by the agency. If the responses to comments results in the inclusion of new or additional information, the EIR may need to be recirculate. (California Public Resources §21092.1, CEQA Guidelines §15088.5)

Ten (10) letters were received during the comment period, which addressed a number of unique comments and concerns. Chapter 2 of the FEIR (Attachment 4) includes all of the public comments and concerns received by the City. As required under CEQA, the City responded to each of the comments raised in each letter, and during public comment at the Planning Commission workshop for the DEIR. Table 2.0-1 of the FEIR provides a list of all comments and concerns received, and the written response. If the response resulted in a needed change to the EIR, these changes were then made and included in the FEIR. None of the changes were substantive enough to require recirculation of the EIR.

Following the preparation of the EIR, a joint City Council - Planning Commission Public Hearing preceded the Planning Commission's regularly scheduled meeting of September 18, 2018. Notice of this public hearing was published and posted in the Riverbank News, City Hall North and South, the Community Center, and the Riverbank Post Office.

It should also be noted that the CWSP, CWSP EIR, and CWSP EIR Comments have been readily available to the public via the City's website, which may be viewed at (<https://www.riverbank.org/437/Crossroads-West-Specific-Plan>).

E. Alternatives Analysis

CEQA requires that an EIR include an analysis of alternatives to the proposed Project, which achieve the proposed Project objectives, but may avoid or have fewer impacts than the proposed Project. (CEQA Guidelines §15126.6(a)). While a lead agency can choose which alternatives to analyze, it must include a "no project" alternative and evaluate the merits of the alternatives in determining which alternative is environmentally superior. (CEQA Guidelines §§ 15126.6(a), 15126.6(e)(2).) Under CEQA, the goal of identifying the environmentally superior alternative is to assist decision-makers in considering whether to approve the project; CEQA, does not, however require the agency to select an alternative analyzed to be 'environmentally superior'. (CEQA Guidelines §§ 15042-15043.)

The EIR identifies the No Project (No Build) alternative as the environmentally superior alternative. The Increased Density alternative is the next environmentally superior alternative. CEQA allows the lead agency to approve the proposed Project as long as the lead agency overrides the determination of the environmentally superior alternative with the findings that there are social and economic factors and other benefits to warrant approval of the proposed Project despite its potential environmental impacts.

F. Findings of Fact and Statement of Overriding Considerations

In order to take action on a Final EIR, the City as the lead agency must make certain written findings regarding the significant environmental impacts of the proposed Project. These findings require that, for every impact identified that cannot be feasibly mitigated, the City may still approve the proposed Project if it finds that specific economic, legal, social, technological, or other considerations, including the provision of employment opportunities, warrant the City's approval of the proposed Project. (CEQA Guidelines § 15091.) Even if all mitigation has been included and significant impacts continue, the findings must balance the economic, legal, social, technological, or other benefits of the proposed Project against its unavoidable environmental risks. If the specific economic, legal, social, technological, or other benefits of the proposed Project outweigh the

unavoidable environmental effects, such environmental impacts may be considered acceptable. (CEQA Guidelines §15093.)

The CEQA Findings of Fact address each of the impacts that were found to be significant in the EIR. Some of these potential environmental impacts were then deemed not to be significant where they could be feasibly mitigated. For some impacts, it is not possible to adequately mitigate them and a Statement of Overriding Considerations is required before this project can be approved. The Statement of Overriding Considerations is also included.

G. Mitigation Monitoring and Reporting Program

For the impacts that can be mitigated to a ‘less-than-significant’ level, the mitigation measures must be included in a program to ensure that these mitigation measures are implemented. (CEQA Guidelines § 15091(d).) This is called a Mitigation Monitoring and Reporting Program (MMRP). The MMRP identifies the impact, includes timing as to when the mitigation measures must be implemented, says who is responsible for monitoring the mitigation, and lastly includes a place to note when the mitigation measure has been satisfied.

II. GENERAL PLAN CONSISTENCY AND GENERAL PLAN AMENDMENT (ATTACHMENT 2)

A. General Plan Consistency

State law requires that any zoning for a property maintain consistency with the General Plan. In April 2009, the Riverbank City Council adopted the 2005-2025 General Plan after a multi-year comprehensive update. The General Plan provides guidance for all future development within the City, as well as goals and policies for how the City should expand.

With a few exceptions, the proposed Project is consistent with the 2005-2025 City of Riverbank General Plan. Those exceptions are noted in the next section, and a General Plan Amendment is proposed to provide conformity.

The consistency begins with the City’s Vision as stated in the General Plan. The General Plan states that it would like to create an environment where “residents live, work, and play locally.” An “appropriate balance between housing, commerce, industry, circulation, and open spaces for agriculture and nature” is desired. The Specific Plan helps to further this vision. The Project site provides an excellent location for the growth of the community to diversify and add to the City’s housing and commercial stock, and will provide a variety of housing types and commercial opportunities. Approval of the Specific Plan will encourage even more job growth. The mix of commercial, mixed use, open spaces, civic, and housing will also improve air quality and traffic congestion caused by the need for City residents to commute.

In the Land Use Element of the City’s General Plan, one of the main goals is that “commercial and industrial development contribute to the health, welfare, and vitality of the community.” The Plan Area is one of the City’s only areas where outward expansion

of commercial opportunities that mix with various uses is possible. The Specific Plan will aide in the development of this site to meet this goal.

In the Community Character Design Element, there is an emphasis on the aesthetics of new development, particularly areas that can be seen from the public right-of-ways. This proposed Project helps to promote those desires. For example, this element requires attractive streetscapes and designates Oakdale Road, Morrill Road, Crawford Road, and a new North-South Collector as Gateway and Urban Design Street. The specific Plan will require attractive streetscape and commits to meeting any requirement that may be adopted by the City for Gateway Streets. Furthermore, the City will require aesthetic and landscaping improvements of facades and entry features oriented to the street that will strengthen the identity of Riverbank.

In the City's Conservation and Open Space Element, there is an emphasis on the management of natural resources, and preservation of open space lands. The CWSP will help to promote these ideals through its implementation. For example, development of the CWSP will expand the City's regional park, and also feature additional park areas throughout the Plan Area. The City will also require mitigation for the loss of agricultural lands and biological resources for all development within the Plan Area.

The Economic Development Element "focuses on the jobs/housing balance in Riverbank, the diversification of the local economy, attracting quality jobs to Riverbank, and enhancing skills and work opportunities for Riverbank area residents." The CWSP will help to promote these goals through the development of various types of uses within the Plan Area. A variety of housing types are featured throughout the Plan Area including: low density residential, medium density residential, high density residential, and mixed use. Additionally, the northern area of the CWSP will feature commercial opportunities, which the various housing areas will support. This creates a strong balance between all of the uses within the Plan Area. **General Plan Area**

While most of the CWSP is consistent with the General Plan, as outlined above, there is an area where it is not consistent. The land use designations featured in the Plan Area are different than the land use designations featured in the General Plan.

In 2017, the City of Riverbank conducted numerous public hearings and workshops to develop a Specific Plan Land Use Designation. The public hearings focused on the development of goals and policies to guide specific plan land use designations throughout the city. The City of Riverbank Planning Commission held two (2) public hearings on July 18, 2017 and September 19, 2017. In between the two (2) public hearings the Planning Commission held a workshop to assist the public in understanding the goals and policies of the specific plan land use designation. The City of Riverbank City Council adopted Resolution 2017-069 on October 10, 2017 to establish a specific plan land use designation for the Plan Area.

The General Plan land use designations for the proposed Project consist of a mixture of low density residential, medium density residential, civic, high density residential, parks, commercial, and mixed-use land uses. It is proposed that the locations of these designations be amended as part of the proposed Project. While all of the suggested

designations listed above are contained within the CWSP they are envisioned to be located in different areas of the plan with flexibility. Percentages of each specific land use designation within the proposed Project are inconsistent with the current General Plan. While the specific percentages of each designation are different the residential unit count and amount of square footage allowed in the mixed-use area are consistent. To ensure consistency, an amendment to the City's 2005-2025 General Plan amendment is required to modify the land use designation of the properties within the Plan Area from low density residential, medium density residential, high density residential, parks, commercial, civic, and mixed use to Specific Plan Area #3. (Attachment 1).

III. Crossroads West Specific Plan and Pre-zone to Specific Plan #3 (Attachment 1)

The CWSP was developed to carry out the intent of the City of Riverbank 2005-2025 General Plan. It includes the following chapters:

1. Executive Summary
2. Context and Setting
3. Vision for Crossroads West
4. Land Use
5. Circulation and Alternative Transportation
6. Public Services and Facilities
7. Infrastructure
8. Design Guidelines
9. Project Financing Plan
10. Implementation and Administration

The CWSP will overlay with the City's Zoning Code and will provide specific development standards that apply to the Plan Area. The CWSP assists the City in implementing the goals and objectives in the 2005-2025 City of Riverbank General Plan by 1) providing detailed direction for the future development of Crossroads West over an approximately 20-year build-out; 2) identifying commercial uses, retail shopping options, mixed use opportunities, residential development, recreational opportunities and amenities including parks and area for pedestrian trails; and 3) identifying development goals, policies and implementation measures to guide the development of the Plan Area.

As the original Crossroads Master Plan development, located immediately east of the proposed Project, is almost complete, the Crossroads West development promotes orderly development based on its continuity with the existing Crossroads development, and the ease of access to the Plan Area via Oakdale Road and Claribel Road. Overall, the CWSP provides a variety of residential and Mixed-Use development opportunities that will complement the existing Crossroads development, provide room for public facilities and school sites needed in the Plan Area, and provide areas of green and open space as functional active and passive recreation areas. A mix of residential densities is proposed that will accommodate a variety of housing types within the Plan Area.

The vision for the CWSP is to create a unique, mixed use community inspired by small town America. The vision of the CWSP will be realized and expressed in the design guidelines and character element. The Plan Area will be a desirable community with a

diverse mix of housing types, abundant open spaces and easy access to regional shopping, dining, and entertainment. The community is centered on pedestrian friendly walkways, bike paths and landscaped corridors and will feature gateways that call attention to major intersection and neighborhoods within the Plan Area. The commercial core of the community is the regional center located along Claribel Road, which is envisioned as a pedestrian friendly mix of regional and neighborhood serving retail, commercial, office, residential, hospitality, entertainment, recreation, restaurants, and services presented in a visually appealing manner to residents. The residential components of the Plan Area are envisioned to be inviting and open. Homes will be constructed in close proximity of parks, retail and other amenities, reinforcing the strong sense of place in each neighborhood.

The development standards of the CWSP will facilitate the construction of neighborhoods that are desirable, attractive and provide compatible land uses throughout the entire development. The foundation of the Crossroads West Land Use Plan is influenced by factors including physical site constraints, and the environmental character of the property including adjacent land uses. The Land Use Plan responds to property owners' desires within the Plan Area, input from the community, allowing for development flexibility over time, analysis done on the Project site for environmental impacts, and infrastructure availability. The result is a comprehensive Land Use Plan that includes a balance of mixed land uses that have been organized and distributed throughout the site in a logical and efficient manner.

The Crossroads West Plan Area is well suited for development because of the existing circulation system and roadways that exist in the vicinity. The CWSP proposes the construction of one (1) additional collector street, running north and south through the Project site without reliance on local streets. The collector street will have varied rights of ways, bike lanes, and landscaping buffers. Several new local streets will also be constructed for the neighborhoods within Crossroads West. The CWSP proposes to install bicycle paths and lanes within the development. Where possible, the lanes will be connected to existing City of Riverbank bicycle lanes to provide optimal connectivity to non-motorized modes of transportation. Working together, this network of roadways, bicycle lanes and walkways will provide convenient and safe access to all neighborhoods within the plan area.

Public services and facilities will be required to serve the future population generated by the development of CWSP. Law enforcement will be provided to the Crossroads West area by the Stanislaus County Sheriff's office. Residential projects within the Plan Area will be required to create a Community Facilities District (CFD) to generate tax revenue to fund maintenance and police services required for the CWSP area. Fire protection services are provided to the City by Stanislaus Consolidated Fire Protection District. A new fire station is proposed to be located along Crawford Road near Oakdale Road at a location mutually agreed to by the City, developer, and the Stanislaus Consolidated Fire Protection District. Garbage or solid waste disposal and recycling services are currently provided to residents and businesses in Riverbank through a franchise agreement with Gilton Solid Waste Management. The Plan Area is entirely within Gilton's service area and specific routes and schedules would be established as development occurs within the Plan Area.

Development within the Plan Area will connect to existing City services for water. The City of Riverbank's domestic water system provides four (4) connection points for Crossroads West. Domestic water services will be provided to Crossroads West through the installation of water mains in the proposed arterial and collector roadways. In addition to the installation of water main lines, the City of Riverbank Water Master Plan provides, and buildout of the CWSP will be required to construct, a new municipal water well, and a 1.69 million gallon Peaking Reservoir (water tank) to be located in the linear park near MID Lateral No. 6.

The CWSP proposes connecting to the City of Riverbank's existing sanitary sewer system at two different locations: an 8-inch line in Morrill Road, west of Oakdale Road, and an 18-inch line that runs across Oakdale Road to Crawford Road. To adequately service the Plan Area, new sewer main lines and an extension of the 18-inch truck line will be constructed in the new arterial and collector roads in the Project. As development in the Plan Area commences, continuous improvements to the City's sanitary sewer system will be required. Improvements will be triggered through the implementation of development agreements, or per capacity studies prepared for individual projects, and the City's Sewer Master Plan as denoted in Chapter 7 of the CWSP, Infrastructure. (Attachment 1).

The CWSP will conform to and utilize the Low Impact Development (LID) practices set forth by the City of Riverbank. A combination of LID methods will be used in the Plan Area including underground filtration, which will be integrated into parking areas and landscape areas; bio-retention areas, such as the park basins; vegetated swales, which can be located in street landscape areas and parking lots; and filter strips, designed to treat sheet flow from adjacent surfaces.

Key Design Concepts

a. Expansion of the Regional Sports Park

The City of Riverbank's Regional Sports Complex is within the boundaries of the Plan Area. As a part of the build out of the CWSP, this regional sports park will be increased in size by about 11 acres. This expanded regional sports park will be combined with a dual-use linear park system, neighborhood parks, and linear trails which will make up the park and open space network for CWSP.

b. Linear Park/Basins

While the acreage calculations of parkland and open spaces are conceptual at this stage, development of the CWSP will meet or exceed the City's parkland requirements for both regional and neighborhood parks. An initial parkland dedication calculation based on the average units suggests the Project neighborhood park obligation is approximately 19.3 acres. This is calculated using the City's adopted 2005-2025 General Plan standard of three (3) acres of Neighborhood parkland per 1,000 in population and two (2) acres of Community parkland per 1,000 in population.

c. School Sites

The Plan Area accommodates possibilities for a future 10 to 12-acre elementary school as well as a 20-acre middle school. Until a new elementary school or middle school is developed, students within the Plan Area would most likely attend Crossroads Elementary School, Elizabeth Ustach Middle School, and Beyer High School, subject to determination by the Sylvan Union School District and the Modesto City Schools District.

d. Fire Station Site

The proposed Project includes the dedication of a fire station site near the corner of Crawford and Oakdale Road.

e. Crawford Road

Crawford Road, located west of the Project site, contains numerous small ranchette style parcels. With the development of the proposed Project, traffic levels would be expected to increase on Crawford Road. While these levels would be within acceptable traffic levels of service adopted by the City's 2005-2025 General Plan, the residents on Crawford Road have expressed concern about traffic increases as a result of the proposed Project.

Concurrent with the first development in Phase B, a gate will be constructed across Crawford Road, near the proposed Project's west property line, and an appropriate temporary vehicular turn around will be constructed on each side of the temporary gate. In addition, the temporary gate will be constructed in a way to allow quick access for the fire district to pass through and continue down Crawford Road, but otherwise will stay closed.

In the future, when the area between the proposed Project and Coffee Road develops, Crawford Road will be continued to Coffee Road, and an alternative route through the neighborhood may be proposed, or Crawford Road may become Crawford Court permanently. Such a determination will be made in the future when development plans are prepared for the area west of Crossroads West.

f. Non-motorized connections

Class I and Class II Bike lanes will be integrated into the Circulation Plan of Crossroads West. The likelihood that bike lanes will be utilized is dependent on their ability to provide direct routes to certain areas and amenities in the neighborhoods such as parks, employment centers and school sites.

Pedestrian walkways and sidewalks will be provided throughout Crossroads West to encourage walking and jogging. Separated sidewalks provide a safe and pleasant walking experience in neighborhoods and provide connectivity to all major areas of the development including public facilities and shopping.

g. Urban Design

Formulation of the Crossroads West Land Use Plan was influenced by many factors including consistency with the City's 2005-2025 General Plan Land Use Element, physical site constraints, environmental character of the property and the adjacent land uses. The urban design of the Land Use Plan responds to the property owner's desires, input from the community, necessary development flexibility over time, analysis done on the Project site for environmental impacts, and infrastructure availability. The result is a comprehensive Land Use Plan that includes a balance of mixed land uses that have been organized and distributed throughout the site in a logical and efficient manner.

h. Flexible Density Transfer

In order to develop the site according to the Riverbank 2005-2025 General Plan, a General Plan Amendment is necessary. First, because the Specific Plan is being developed with a build-out assumption of 20 years, the City has agreed to create a Specific Plan General Plan designation to govern the land use mix and density. This new General Plan Land Use designation will follow the land use mix envisioned with the Riverbank 2005-2025 General Plan but will eliminate the geographical representation of each designation area within the defined Specific Pan boundary.

In this case, the proposed Project will demonstrate the location of each use and document the method in which the plan area will be implemented following the density and intensity goals set by the defined Specific Pan General Plan designation. In this manner, the Crossroads West Specific area will receive a General Plan designation of Specific Plan (SP)

Third, the proposed Project suggests the relocation of certain planned roads identified on the General Plan Circulation Element. The adopted General Plan Circulation Element will need to be amended to allow for consistency with street patterns proposed within the Plan Area.

IV. Annexation

Development of the CWSP will require annexation of the 380-acre Plan Area into the City of Riverbank. As mentioned above, the CWSP area is currently located within an unincorporated area of Stanislaus County that is directly adjacent to City limits to the north and east.

The Plan Area is located within the City's adopted Primary Sphere of Influence, and therefore, it has been planned for and intended to be annexed. The Plan Area also directly abuts the existing City limits north of M.I.D. Lateral Number 6 and east of Oakdale Road. The annexation application will consist of approximately 380 acres. Procedurally, if the annexation request is approved by the City Council, then City staff would subsequently file a formal application with Stanislaus Local Agency Formation Commission (LAFCo) for annexation of the 380-acre Plan Area.

Based on pre-consultation meetings with Stanislaus LAFCo staff, the proposed annexation request appears to meet applicable LAFCo policies necessary to support the annexation. All Stanislaus LAFCo annexation application fees will be paid for by the Project applicants.

PLANNING COMMISSION ACTION

On February 13, 2019, the City of Riverbank Planning Commission held a duly noticed Special Planning Commission Meeting. Five Planning Commissioners were present at this meeting, Chairperson John Dinan, Vice Chairperson Robert Ball, Commissioner Mallorie Fenrich, Commissioner Joan Stewart, and Commissioner Melissa Hughes. Alternate Steve Link was in the audience as well as around eighty (80) members of the public.

John B. Anderson presented the item, and fielded the following questions from the Planning Commissioners:

- Clarification regarding the Residential and Commercial mixed in the Mixed Use-1 Area. *City staff responded that the residential commercial mix is flexible based upon market conditions and will be consistent with the densities within the MU-1 use table within the CWSP.*
- Clarification regarding the Modesto Irrigation District Lateral Potential Pedestrian crossings. *City Staff responded that they are currently working with M.I.D. Staff to develop conceptual Plans for a crossing over M.I.D Lateral No. 6. The Modesto Irrigation District is not in support of a crossing over the M.I.D. Main Canal, along the northern boundary of the site.*
- Clarification regarding Transit Services along the east side of Oakdale Road. *City Staff responded that the City is working with the County and the San Joaquin Council of Governments to network Transit Services along the eastern side of Oakdale Road.*
- Clarification regarding who pays for expanded police services in the CWSP Area. *City Staff responded that all developers within the CWSP Area will be required to annex to Community Facilities District 2016-01 or create a new Community Facilities District (CFD) to fund the maintenance of current police services.*

During the Public Comment period the following comments were presented by members of the public:

- Crawford Road Emergency Vehicle Access Details including non-motorized access through Crawford once the access gate is installed. *City Staff responded that the Crawford Road Emergency Vehicle Access Gate will be located within the CWSP Plan Area and will not require any participation from adjacent property owners. Further, City Staff explained that the EVA gate will allow for non-motorized access.*

- Crawford and Morrill Road Improvements (Start, End). *City Staff clarified that improvements to Morrill and Crawford Road will be made only within the CWSP Area. Any improvements made westerly will be made by Stanislaus County.*
- Details regarding Public Noticing Dates, Final Environmental Impact Report Posting Date, and Agenda Posting Date. *City Staff clarified that the Public Notice for the Special Planning Commission Public Hearing was published in the Riverbank News on January 30, 2019. In addition, the Public Notice was posted at City Hall North, South, Post Office, Community Center, and website on January 31, 2019. The Final Environmental Impact Report was posted on the City's Website on January 30, 2019, and hard copies were made available at City Hall North and South, and the Riverbank Library. Lastly, the agenda was posted to the City's website with hard copies available at City Hall South on February 7, 2019.*
- Current Traffic related issues along Oakdale Road. *City Staff clarified that the developers will be required to make improvements along their frontage of Oakdale Road. This includes constructing Oakdale Road to its ultimate form as presented in the Circulation Element of the Riverbank General Plan.*
- Current Traffic related issues along Squire Wells Drive. *Consultant Ken Anderson responded that traffic along Squire Wells Drive was analyzed as a cumulative condition in the Environmental Impact Report, and that no new improvements were triggered as a result of the cumulative analysis.*

Commissioner Melissa Hughes made a motion and Commissioner Joan Stewart seconded, and with a vote of 5-0 the Planning Commission recommended to the City Council Approval of the CWSP EIR, General Plan Amendment, Adoption of the Specific Plan include a Pre-Zoning of the CWSP Area to Specific Plan-3, and authorizing City Staff to submit an annexation application to Stanislaus LAFCo.

ADDITIONAL COMMENTS RECEIVED

On February 15, 2019, following the Planning Commission Public Hearing, the City received a letter from the Stanislaus Consolidated Fire Protection District (SCFPD) regarding concerns of the adequacy of the City's response to their comments on the Draft Environmental Impact Report.

Subsequent correspondence was introduced at the March 19th special Council meeting, dated March 19, 2019, from the City's law firm Churchwell White, LLP, responding to the SCFPD's February 15th letter, and an immediate response to the City from the SCFPD expressing their willingness to meet with the City to address their concerns. In addition, a letter from the California Rural Legal Assistance, Inc. in regards to their concerns on the lack of affordable housing and the impact of the project, was also provided to the City Council at the special meeting.

FISCAL IMPACT

All application processing fees and costs are being paid for by the Project applicants and there is no fiscal impact to the City of Riverbank.

Further, as the Crossroads West Specific Plan Area develops the City of Riverbank will collect sales taxes which will have a positive impact on City Finances.

STRATEGIC GOALS

The City's Strategic Planning Session is a plan and set of goals that the City will work towards for the next three years. The proposed Project is specifically called out as part of these goals.

PUBLIC NOTICE

On March 7, 2019, 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 March 6, 2019, the City published notice of the hearing in the Riverbank News and posted notice at City Hall North, the Riverbank Community Center, the Riverbank Public Library, and the subject property.

ATTACHMENT

1. Ordinance [No. 2019-003] – Pre-Zone of the CWSP Plan Area to SP-3
Exhibit A: Pre-Zone to Specific Plan-3

CITY OF RIVERBANK

ORDINANCE NO. 2019-003

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO APPROVE PRE-ZONING OF THE CROSSROADS WEST
SPECIFIC PLAN (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-
006-013, 074-011-009, 074-014-006, 074-014-007, AND 074-011-004)**

WHEREAS, the City of Riverbank Planning Commission conducted a Public Hearing on February 13, 2019 to consider pre-zoning the CWSP Plan Area; and

WHEREAS, the City Council for the City of Riverbank accepts the recommendations of the Planning Commission and makes the following findings:

1. The City of Riverbank prepared the Crossroads West Specific Plan (CWSP) to provide comprehensive guidelines for development of an area comprising 380+/- acres adjacent to the Riverbank City limits; and
2. The Crossroads West Specific Plan Area ("Plan Area") lies outside City limits, but within the City's sphere of influence, and the City has initiated proceedings to annex the Plan Area; and
3. Government Code section 56375 requires the City to adopt pre-zoning for the Plan Area prior to submitting an annexation application to Stanislaus LAFCO; and
4. Under the City's General Plan, the Plan Area is currently zoned as low, medium, and high-density residential, mixed use, civic, park, and community commercial; and
5. An initial study was conducted on the Crossroads West Specific Plan Area, which indicated that there may be significant impacts on the environment, necessitating the preparation of an Environmental Impact Report ("EIR") to evaluate the draft Specific Plan and General Plan Amendment; and
6. State law requires consistency between a Specific Plan and General Plan, and allows for amendment of a General Plan as necessary to comply with the consistency requirements; and

7. The Planning Commission considered the Final EIR, the General Plan Amendment, the Specific Plan and the Zoning Ordinance Amendment at a duly noticed public hearing, held on February 13, 2019, and adopted resolutions recommending that the City Council approve all applications; and
8. Sections 153.308 and 153.309 of the City of Riverbank Code of Ordinances describe the process for delineating specific plan areas for purposes of zoning, by requiring that lands governed by a specific plan be zoned "SP-3;" in the form attached hereto as **Exhibit A**, and
9. Notice of the public hearing for EIR certification, General Plan Amendment, Specific Plan adoption, and Zoning Ordinance Amendment was published in the Riverbank News, a newspaper of general circulation, on March 6, 2019; and
10. Notice of the public hearing for the EIR certification, General Plan amendment, Specific Plan adoption, and Zoning Ordinance amendment were mailed to all property owners within 300-feet of the property, according to the most recent assessor's roll, on March 7, 2019; and
11. A public hearing was held on March 19, 2019 and all comments were heard and considered by the City Council; and
12. The City Council certified the EIR and approved the General Plan Amendment and Specific Plan on March 19, 2019.

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

Section 1: The City Council of the City of Riverbank approves pre-zoning of the Crossroads West Specific Plan Area as SP-3, for the entire Plan Area, which is bounded by Modesto Irrigation District Main Canal to the north, Oakdale Road to the east, and Claribel Road to the south (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-006-013, 074-011-009, 074-014-006, 074-014-007, 074-011-004).

Section 2: 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 (04/26/2019), 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 special meeting of the City Council of the City of Riverbank on March 19, 2019. 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 26th day of March, 2019; motioned by Councilmember _____, seconded by Councilmember _____, moved said ordinance by a City Council roll call vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit "A" – Pre-Zone to Specific Plan – 3

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

PROPOSED ZONING

Zoning



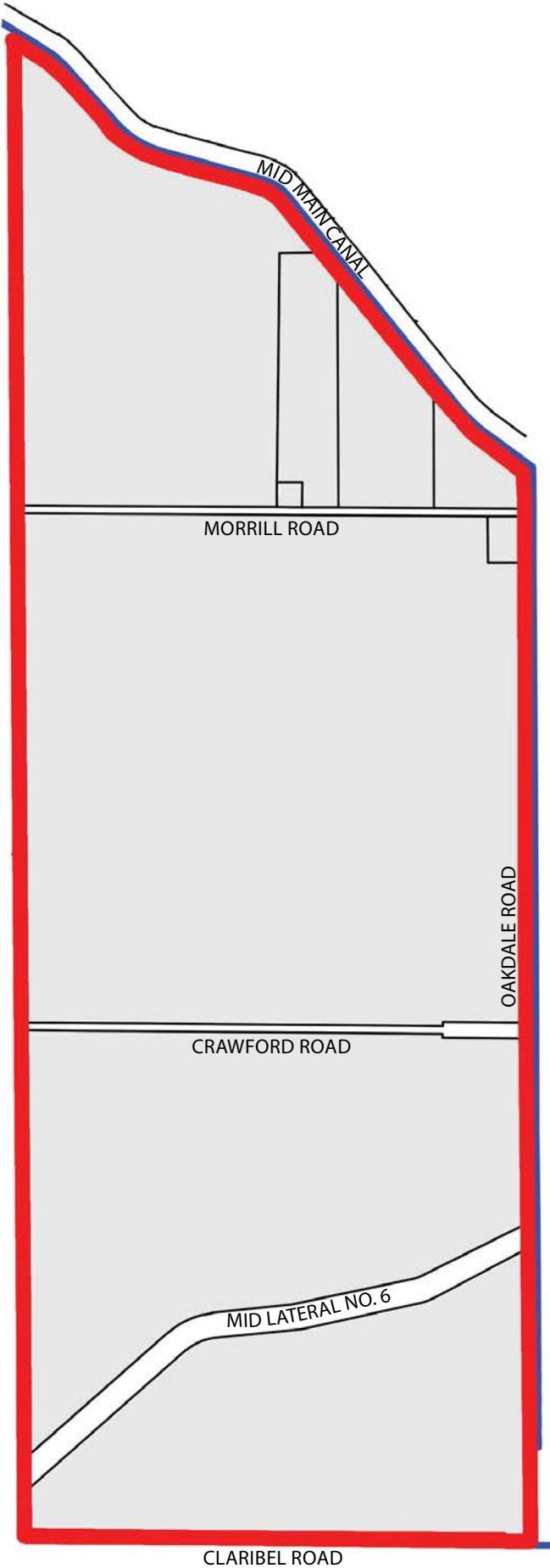
Specific Plan SP-3



City Limits



Property Boundary



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.2

SECTION 4: UNFINISHED BUSINESS

Meeting Date:	March 26, 2019
Subject:	Second Reading by Title Only and Adoption of Proposed Ordinance No. 2019-004 Approving a Development Agreement by and Between the City of Riverbank and Western Pacific Holdings, Inc.
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk for Robin Baral, Deputy City Attorney

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-004 and consider its adoption by roll call vote.

SUMMARY

Public hearings were conducted at a special City Council meeting on March 19, 2019. After receiving public opinion or evidence for or against the proposed Ordinance and related Resolutions, City Council adopted the following based on the findings in the Environmental Report, and the record of evidence for these proceedings:

- 1) First Reading by Title Only and Introduction of **Ordinance [No. 2019-004]** Approving a Development Agreement by and Between the City of Riverbank and Western Pacific Holdings, Inc., which initiated its second reading by title only at the March 26, 2019 regular City Council meeting; and
- 2) **Resolution [No. 2019-017]** Approving a Preliminary Development Plan by Western Pacific Holdings, Inc. for the Crossroads West Specific Plan; and
- 3) **Resolution [No. 2019-018]** Approving a Tentative Parcel Map by Western Pacific Holdings, Inc. for the Crossroads West Specific Plan; and
- 4) **Resolution [No. 2019-019]** Approving a Sales Tax Sharing Agreement with Western Pacific Holdings, Inc. for the Mu-1 Project in the Crossroads West Specific Plan.

PROJECT DESCRIPTION

The Tentative Map, Preliminary Development Plan and Development Agreement are collectively referred to as the “MU-1 Project”, which is designated as Phase A of the Crossroads West Specific Plan. The MU-1 Project is located on the southeast portion of the Plan Area, and is bounded by MID Lateral Canal No. 6 to the north and west, Oakdale Road to the east, and Claribel Road to the south. The MU-1 Project involves development of up to 550,000 square feet of commercial and retail uses. The MU-1 Project may also include a residential component to build up to 350 units; however, if the residential component is built out, the retail and commercial uses will be reduced to a maximum of 360,000 sf.

The City has processed the Development Agreement, Tentative Map and PDP have in accordance with the land uses described for the MU-1 property in the Crossroads West Specific Plan (CWSP), and these entitlements have been evaluated in the CWSP EIR. The Project also includes a request for approval of a Sales Tax Sharing Agreement between Western Pacific Holdings, Inc. and the City of Riverbank.

I. PRELIMINARY DEVELOPMENT PLAN AND TENTATIVE PARCEL MAP

A. Preliminary Development Plan

The Preliminary Development Plan (PDP) provides a conceptual plan for how the MU-1 site will develop. The PDP proposes a commercial subdivision on the eastern portion of the MU-1 site, which includes a larger, commercial or retail anchor supported by smaller retailers and restaurants. This would serve as a logical extension of the Crossroads at Riverbank shopping center, located across Oakdale Road.

The western portion of the site is laid out to accommodate a high-density residential project. WPH has noted to City staff that market forces will ultimately determine WPH's decision as to whether to develop high-density residential units on the property. In addition to the structural layout of the site, the PDP provides an outline of where WPH will install certain critical improvements, like water, sewer, and storm drain lines.

B. Tentative Parcel Map

The Tentative Parcel Map (TPM) is overlaid onto the proposed building footprints in the PDP, to illustrate how 35 new parcels would be created. The Subdivision Map Act allows the City to approve the commercial subdivision of 35 new parcels through a parcel map.

The TPM traces how the developer initially proposes to subdivide the project site. As the MU-1 property builds out, lot lines will be adjusted to form the perimeter of each building that is constructed. Creating 35 commercial parcels will therefore allow the developer to

market the MU-1 property to retail and commercial tenants of various sizes, where the only changes to the TPM will involve lot line adjustments.

The PDP and TPM propose a mix of commercial and high-density residential uses. Single family residential units are not currently contemplated for the MU-1 Project, and the TPM is not designed with single family development in mind. A new subdivision map would need to be submitted for City review and approval in order to facilitate low-density development on the MU-1 property. In addition, annexation of the MU-1 Project into Riverbank city limits must occur prior to any development under the PDP or TPM.

II. DEVELOPMENT AGREEMENT:

A. Background

Development agreements are binding contracts between a city and a developer. These agreements were authorized by the California legislature to protect both cities and land developers from uncertainties that may arise during the build-out of larger areas of land. Such agreements operate to provide vested rights to develop in accordance with the adopted land use regulations applicable to a property. A development agreement protects the developer from certain changes in laws and regulations that may impact a project. By providing more certainty to the land development process, development agreements encourage larger amounts of private investment than would otherwise be possible.

In addition to providing certainty, development agreements benefit the community by providing long-term planning targets. Moreover, these agreements encourage the growth of larger, multi-phase projects that provide greater community amenities. In exchange for the vested right to develop, local governments can require a developer to provide certain improvements that would mitigate impacts caused by a project. In order to develop the MU-1 site, for example, WPH has invested significant resources to directly fund its pro rata share of the environmental review for the CWSP, and the land use plan, policies and design standards contained in the CWSP.

B. Term

The Development Agreement will provide a vested right to develop the MU-1 Project in accordance with the CWSP, for up to 20 years. The Development Agreement will only become effective, however, once annexation of the MU-1 property into City limits is approved by Stanislaus County LAFCo.

C. Vested Rights and Project Phasing

The Development Agreement provides WPH, and its authorized successors, a vested right to develop a retail, commercial and residential mixed-use center on approximately 59 acres, in accordance with the land use standards set forth in the CWSP. In exchange

for this vested right, the developer is responsible for constructing certain infrastructure improvements, including: the installation of water and sewer lines, the widening of both Oakdale and Claribel Roads, construction of a north/south collector road, and the installation of traffic signals on Oakdale and Claribel Roads.

The Development Agreement provides for phasing of the MU-1 Project and related public improvements. A detailed Phasing Plan is attached as Exhibit F to the Development Agreement. Ultimately, all public facilities needed to serve any portion of the MU-1 Project must be installed in connection with each new site.

D. Credits and Reimbursements

The Development Agreement provides that WPH will be reimbursed for the actual cost of constructing the roadways referenced above (Oakdale and Claribel Roads, and the North-South Collector) and related water, sewer and public facilities. Reimbursements to WPH are based in part on the provisions of the 2003 development agreement that facilitated development of the highly successful Crossroads at Riverbank shopping complex.

In the current Development Agreement, the City and WPH have agreed to a variety of methods for reimbursing WPH. The first, and primary method follows a common practice of reimbursing the developer from the City's System Development Fee ("SDF") program. For facilities that are part of the SDF program, such as the intersection crossing at Oakdale Road, the developer will be reimbursed for the actual cost of constructing those facilities. The Development Agreement also provides that the City will revise the SDF program, as necessary, to include all of the public facilities listed in Exhibit H. As part of the SDF program update, the Development Agreement authorizes the City to increase the impact fees for Sewer and Traffic that will be applicable to the MU-1 Project.

The second key component for reimbursing the developer involves the Sales Tax Sharing Agreement, which is described in the following section. The Development Agreement also provides for additional reimbursements through the creation of Benefit Assessment Districts, or through SDF loans provided that the Sales Tax Sharing Agreement or future development will offset those inter-fund transfers. These alternatives provide greater flexibility for the City to determine the most cost-effective manner for reimbursing the developer for the costs of new City infrastructure. The City will not be obligated to use any monies from its general fund for these reimbursements.

E. Conditions of Approval

The Development Agreement memorializes and binds WPH to conditions of approval that regulate how WPH may develop the MU-1 Project. These conditions follow all phases of development, through the PDP and TPM approval through to final map recordation. Many conditions specify how WPH can proceed with future plans and permits. Other technical

conditions regulate engineering specifics and water flow. These conditions also vest the City's right to approve architecture, landscaping, and public fixtures. Finally, special conditions outline how the commercial site may operate.

F. MU-1 MMRP

The Development Agreement includes a Mitigation Monitoring and Reporting Program applicable to the MU-1 Project (MU-1 MMRP). The MU-1 MMRP identifies the mitigation measures that are applicable to the MU-1 Project, and excludes mitigation measures that do not apply. For example, the potential historical resources in the CWSP plan area are not located on the MU-1 property therefore the mitigation measures related to potential historic resources are not applicable here. For the mitigation measures that do apply, WPH must implement these measures to address project impacts acknowledged in the EIR. These measures tackle issues ranging from air quality to transportation. Certain mitigation measures are limited to the residential components only, such as compliance with City and Stanislaus LAFCO agricultural preservation policies.

Staff finds that approval of the Development Agreement would conserve both developer and City resources by providing the developer with the right to develop the Project Area consistent with a plan that has been exhaustively reviewed, vetted, and approved by City staff. Additionally, this Development Agreement ensures that WPH will ensure the construction of all improvements necessary for the MU-1 Project.

III. SALES TAX SHARING AGREEMENT:

As noted above, the Sales Tax Sharing Agreement is an additional agreement between the City and WPH, which proposes to reimburse WPH for the actual costs to construct certain public roadways and related water, sewer and public improvements.

For the MU-1 Project, staff has negotiated the Sales Tax Sharing Agreement in order to incentivize the developer to find tenants that will generate significant sales taxes. For example, if the Sales Tax Sharing Agreement is approved, the developer will only be reimbursed for the improvements listed in Exhibit H-3 of the Development Agreement through the sales taxes generated by the MU-1 Project. In addition, the Sales Tax Sharing Agreement may be used to compensate the developer if the actual costs of constructing the SDF-reimbursable improvements exceed the Preliminary Cost Estimate shown in Exhibit G and Exhibits H-2 and H-3. The Sales Tax Sharing Agreement sets a threshold for any overage of 50% of the costs identified in the Development Agreement.

The Sales Tax Sharing Agreement therefore is designed to incentivize the developer to bring in high sales-tax producing tenants, so that the developer will be reimbursed for (1) improvements that do not qualify for credits or reimbursements through the SDF program, and (2) any overages to SDF-reimbursable improvements, up to 50% of the

overage. Lastly, it is important to note that the City will only allocate 50% of the sales taxes generated on the MU-1 Project site. Therefore, the City will benefit from the sales taxes generated onsite, but will not be allocating any sales taxes from other areas.

ENVIRONMENTAL REVIEW

The entitlements have been submitted and reviewed by the City in accordance with the land uses described for the MU-1 property in the CWSP. The MU-1 land uses were evaluated in the CWSP Environmental Impact Report (SCH: 2017032062). A Mitigation Monitoring and Reporting Program identifies and implements mitigation measures applicable to the MU-1 property. The MU-1 MMRP has been incorporated into the Development Agreement as Exhibit D and is therefore fully enforceable.

PLANNING COMMISSION ACTION

On February 13, 2019, the City of Riverbank Planning Commission held a duly noticed Special Planning Commission Meeting. All five Planning Commissioners were present at this meeting and the Planning Commission voted 5-0 to recommend that the City Council approve the Development Agreement, Tentative Map and PDP. The Planning Commission reviewed the Sales Tax Sharing Agreement for informational purposes only.

SUBSEQUENT APPROVALS

Development of the MU-1 Project will require approval from Stanislaus LAFCo to annex the CWSP area into the City of Riverbank. Once annexed, subsequent approvals within the MU-1 Project will require design review for each new building proposed. The CWSP includes detailed provisions for design and architectural review for staff and Planning Commission consideration.

FISCAL IMPACT

All application processing fees and costs are being paid for by the project applicants and there is no fiscal impact to the City of Riverbank.

Further, as the Crossroads West Specific Plan Area develops the City of Riverbank will collect sales taxes which will have a positive impact on City Finances. The Sales Tax Sharing Agreement will require the City to allocate 50% of the new sales tax revenue, until the MU-1 improvements are reimbursed in accordance with the Development Agreement. The City's general fund will not be obligated to reimburse any developer for MU-1 improvements.

STRATEGIC GOALS

The City's Strategic Planning Session is a plan and set of goals that the City will work towards for the next three years. The MU-1 Project will assist the City in meeting its goals

to Continue Financial Stability, Improve Public Safety, Promote Sustainable Development, and Enhance Quality of Life.

PUBLIC NOTICE

On March 7, 2019, pursuant to Government Code sections 65867, 65090, and 65091, the City mailed notice of this hearing to properties within 300 feet of the project location. On March 6, 2019, the City published a notice of hearing for the Development Agreement, Tentative Parcel Map, PDP, and Sales Tax Sharing Agreement in the Riverbank News and posted a similar notice at City Hall North, Riverbank Community Center, the Riverbank Public Library, and on the subject property.

ATTACHMENT

1. Ordinance 2019-004
2. Development Agreement

CITY OF RIVERBANK

ORDINANCE NO. 2019-004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RIVERBANK AND WESTERN PACIFIC HOLDINGS, INC.**

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

WHEREAS, the Riverbank City Attorney and City staff have negotiated a Development Agreement with Western Pacific Holdings, Inc. (WPH), to provide WPH with a vested right to develop approximately 58 acres, in the area designated as MU-1 in the Crossroads West Specific Plan (“CWSP”) area, in accordance with the land use regulations and other policies of the CWSP (the “MU-1 Project”); and

WHEREAS, the Development Agreement provides a vested right for WPH to improve, develop, and use real property for the MU-1 Project in compliance with the CWSP and applicable land use regulations defined in the Development Agreement; and

WHEREAS, an Environmental Impact Report (“EIR”) and Mitigation Monitoring and Reporting Program (“MMRP”) has been prepared pursuant to the California Environmental Quality Act, which analyzes development of the MU-1 Property in accordance with the land use regulations in the Crossroads West Specific Plan (“CWSP”); and

WHEREAS, the Planning Commission has reviewed the MMRP and identified which mitigation measures are applicable to the MU-1 Project (the “MU-1 MMRP”), and the MU-1 MMRP has been attached and incorporated into the Development Agreement; and

WHEREAS, based on the requirement for the Development Agreement to conform to the CWSP and applicable City policies, the Planning Commission finds that the impacts related to the MU-1 Property as proposed therein were sufficiently analyzed in the CWSP EIR, and mitigated, where feasible or applicable as outlined in the MU-1 MMRP, and City further finds that further environmental review is not warranted under CEQA; and

WHEREAS, the Planning Commission held a duly noticed public hearing on February 13, 2019, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on March 19, 2019, to consider the Development Agreement; and

WHEREAS, the City Council of the City finds, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, 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 the Crossroads West Specific Plan; and

b. Will provide significant benefits to the public, (i) through greater retail, commercial and restaurant amenities, employment opportunities, and potentially new housing units, and (ii) through the MU-1 MMRP incorporated into the Development Agreement, therefore the Development Agreement will not be detrimental to the health, safety, and general welfare of City residents and the general public; and

c. Includes a detailed Phasing Plan and therefore 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 the Development Agreement by and between Western Pacific Holdings, Inc. and the City of Riverbank for the development of the MU-1 Project. The City Council instructs the City Manager to execute the Development Agreement, subject to any final or technical revisions 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 on

March 6, 2019; and notices of the public hearing on the proposed Development Agreement were mailed on March 7, 2019, 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 MU-1 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.*), and all applicable mitigation to the MU-1 Project will be implemented through the MU-1 MMRP attached to the Development Agreement.

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 (04/26/2019), 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 special meeting of the City Council of the City of Riverbank on March 19, 2019. 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 26th day of March, 2019; 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

RECORDED AT THE REQUEST OF:

CITY OF RIVERBANK
6707 Third Street
Riverbank, California 95367
Attention: City Manager

WHEN RECORDED PLEASE RETURN TO:

CITY OF RIVERBANK
6707 Third Street
Riverbank, California 95367
Attention: City Manager

Western Pacific Holdings, Inc.
1556 Parkside Drive
Walnut Creek, CA 94596
Attention: Mario Albert, General Counsel

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

(Space above line for recorder's use only)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RIVERBANK

AND WESTERN PACIFIC HOLDINGS, INC.

Adopted by City Council Ordinance No. _____
on _____, 20__

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the City of Riverbank, a California municipal corporation (“City”), and Western Pacific Holdings, Inc., a California corporation (“Developer”) pursuant to the authority of Government Code section 65864 et seq. relating to development agreements. Developer and City may hereinafter be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted the Development Agreement Statutes (Gov. Code § 65864 et seq.) which authorize the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, to provide for the development of such property and establish certain development rights therein. The Parties acknowledge on their own behalf that each has (i) negotiated the terms and conditions of this Agreement in good faith, (ii) extensively reviewed the terms and conditions of this Agreement and (iii) found the terms and conditions of this Agreement to be fair, just and reasonable. Additionally, City acknowledges that this Agreement is consistent with City’s General Plan and Crossroads West Specific Plan and that buildout of the Project, including the Infrastructure Improvements, in accordance with this Agreement, will provide substantial benefits to City furthering important public health, safety and welfare interests while eliminating uncertainty in planning, facilitate progressive installation of necessary Infrastructure Improvements to serve the Project.

B. Developer represents that, upon approval of this Agreement, Developer (or an affiliate of Developer) owns legal title or an equitable interest (i.e., contractual acquisition right) to that certain real property located on the west side of Oakdale Road, north of Claribel Road and south and east of Modesto Irrigation District Lateral No. 6, consisting of approximately 59 gross acres, located in the County of Stanislaus, California, and more particularly described in the Legal Description attached hereto in **Exhibit A** and incorporated herein (the “Subject Property”).

C. The Subject Property is located within that certain specific plan area consisting of approximately 380 gross acres known as the Crossroads West Specific Plan, an area that City proposes to apply for reorganization (“Annexation”) from Stanislaus County LAFCO pursuant to the Cortese-Knox Local Government Reorganization Act of 2000 (Gov. Code § 56000 et seq.).

D. Development of the Project, as provided herein, will necessitate right-of-way land dedications and financing for the construction of certain significant public improvements, including water facilities, storm water drainage facilities, sanitary sewer facilities adjacent to and/or through the Subject Property, undergrounding of electrical lines, roadway improvements, including without limitation signalization improvements along Subject Property frontage and sidewalks and streetscape improvements along the Subject Property frontage, all of which infrastructure improvements specific to the Subject Property are further described in Chapters 7 and 9 of the Crossroads West Specific Plan and the Conditions of Approval imposed by the City

for the Project (the “Infrastructure Improvements”). Certain Infrastructure Improvements will not only benefit the Project, but will also benefit the entire Crossroads West Specific Plan, as well as City and Stanislaus County. Additionally, with the development of the Project, Developer anticipates financing certain offsite facilities, and other offsite improvements that are required by the Project Approvals and described as facilities specific to the Subject Property in the Crossroads West Specific Plan (the “Offsite Improvements”). Development of the Project is designed to facilitate either residential, commercial or a combination of mixed uses on the Property, as further described in Chapter 4 of the Crossroads West Specific Plan. Without the Development Agreement, it would be difficult or impossible to finance the necessary Infrastructure Improvements and Offsite Improvements.

E. City recognizes that the success of the Project depends greatly upon the certainty of (i) the timing and issuance of Credits and Reimbursements for Infrastructure Improvements installed by Developer (including those Offsite Improvements that may be required for the Subject Property), (ii) issuance of building permits, and (iii) sufficient water and sewer capacity to serve the Project. This Agreement sets forth provisions and procedures for Developer to be entitled to such Credits and Reimbursements for a time period of twenty (20) years after the Approval Date, and provisions for City, under certain circumstances in its reasonable discretion, to extend such Credits and Reimbursements for an additional five (5) years if Developer has not been fully reimbursed for the cost of installing the Infrastructure Improvements. This Agreement sets forth procedures for Developer to be reimbursed for all of Developer’s actual costs of construction, alteration, demolition, installation, or repair work on the Infrastructure Improvements, through issuance of Credits, and one (1) or more of the following reimbursement methods (collectively, “Reimbursements”): (i) reimbursable SDF from Project-related SDF funds, or other projects’ SDF once received by the City; (ii) direct allocations of sales tax revenues generated from the Project, in accordance with the Sales Tax Sharing Agreement; (iii) inter-fund or inter-category loans within the SDF program to the extent the SDF program is funded and City authorizes such inter-fund transfers (“Inter-Fund Loans”); (iv) Benefit Assessment Districts; and (v) SDF reimbursements from sales tax revenues generated from the Project.

F. The Parties intend that Reimbursements shall conform to Ordinance No _____, adopted by the City Council on _____, 20__, and incorporated hereto as **Exhibit J**. The Parties further intend that such Credits and Reimbursements shall not exceed the actual costs of construction, alteration, demolition, installation, or repair work (including hard costs, soft costs and right of way dedications) for the Infrastructure Improvements.

G. The City has established by ordinance Riverbank Municipal Code Section 150.30 through 150.38 (“System Development Fees” or “SDF”). The System Development Fees are based on regional improvements identified in City’s adopted Traffic, Streets and Roadway, Storm, Sewer and Water Master Plans and its adopted SDF Nexus Report. The Parties acknowledge that SDF reimbursements from Project-related SDF funds and from other new or existing SDF funds collected shall be administered consistent with the requirements of this Agreement and in a manner consistent with City’s existing SDF policies, this Agreement and master planning requirements.

H. City and Developer desire that Reimbursement payments be made to Developer as soon as reasonably possible, but in no event later than every calendar quarter. Furthermore, the

Parties desire to set forth provisions herein whereby, if the actual cost of construction, alteration, demolition, installation or repair work or any particular Infrastructure Improvement line item is less than that identified in the “Preliminary Cost Estimate” attached as **Exhibit G**, the excess funds generated from fees collected from permits issued in connection with the Project will be deposited in the appropriate SDF line item account as established by City, and such excess funds will be made available solely to Developer for the purpose of financing Inter-Fund Loans among SDF Fee categories, as provided herein, to reimburse Developer for the actual cost of construction, alteration, demolition, installation, or repair work on any particular Infrastructure Improvement line item that exceeded the allocated amount set forth in the Preliminary Cost Estimate.

I. To facilitate the issuance of Reimbursements, the Parties may enter into one or more reimbursement agreements as provided herein (“Reimbursement Agreement”), to reimburse Developer for the actual costs of construction, alteration, demolition, installation, or repair work on the Infrastructure Improvements, or to advance SDF payments in accordance with this Agreement and the Sales Tax Sharing Agreement. The Reimbursement Agreement shall set forth the terms and conditions of Developer’s reimbursement for the cost of construction, alteration, demolition, installation or repair work on such Infrastructure Improvements. The Parties shall work in good faith to negotiate the terms and conditions of such Reimbursement Agreement such that it is mutually acceptable to both Parties.

J. City, in response to Developer’s applications for land use entitlements to develop the Subject Property and following public hearings and environmental analysis required by CEQA, has granted various land use entitlements for the Project to be built on the Subject Property, which entitlements and approvals are described in the attached **Exhibit E** (the “Approved Entitlements”). **Exhibit E** also lists future land use entitlements and approvals that may be necessary to implement the Approved Entitlements that have not been conferred as of the Approval Date, including, to the extent allowable by law, any approvals that will be required as a precondition to the issuance of grading, building or other permits required for the development of the Project (including the building, grading or other permits themselves), granted by City after the Approval Date (the “Subsequent Approvals”).

K. In accordance with CEQA, City has determined the impacts of the Project were sufficiently analyzed and addressed in the Certified Final Environmental Impact Report for the Crossroads West Specific Plan EIR, and no further environmental review is required (CEQA Guidelines § 15162 & 15164). No further environmental documentation is anticipated through the buildout of the Project, as adopted herein, including any Subsequent Approvals that are consistent with the Approved Entitlements. Development of the Subject Property pursuant to the Project Approvals, the Crossroads West Specific Plan, as applicable to the Project and as set forth in the Conditions of Approvals, will provide for orderly growth and development consistent with City’s General Plan, and other applicable development policies and programs of City.

L. For the reasons recited herein, Developer and City have determined that the development of the Subject Property is a development project for which this Agreement is appropriate and that this Agreement:

(i) Will eliminate uncertainty in planning and provide for the orderly development of the Subject Property;

(ii) Will insure progressive installation of necessary Infrastructure Improvements, by Developer in accordance with the terms and conditions of the Approved Entitlements;

(iii) Will provide for public services appropriate to the development of the Subject Property;

(iv) Will insure attainment of the maximum effective utilization of resources within City with the consideration of economic impacts to its citizens; and

(v) Will achieve the goals and purpose of the Crossroads West Specific Plan, which provides that Project phasing shall remain flexible enough to respond to changing conditions during Project buildout.

M. In entering into this Agreement, the Parties acknowledge that this Agreement and the Project Approvals shall be the sole vehicle whereby the timing, phasing, and construction of the entirety of the Infrastructure Improvements and all other terms and conditions pertinent thereto shall be set forth, and agreed to by the Parties. In exchange for these benefits to City, together with the public benefits provided by the development of the Project pursuant to this Agreement and the Project Approvals, Developer desires to receive the vested right that it may proceed with development of the Project in accordance with Applicable Laws in effect as of the Approval Date, and the Project Approvals, including without limitation, the Approved Entitlements and Subsequent Approvals.

N. The Parties shall cooperatively collect all documents mentioned in these recitals and place them in a three-ring binder to be maintained at all times by the City Clerk. Two (2) true and correct conforming copies of the binder shall be prepared and given to Developer and City's Community Development Director, respectively. The Parties shall rely on the documents in the binder to determine the approvals granted by City and the ordinances, policies and regulations in effect as of the Approval Date of this Agreement.

O. City acknowledges that development of the Subject Property is a large-scale undertaking, involving major investments by Developer, with development occurring in various phases over several years. Developer is unwilling to incur the required investment in developing the Project, as hereinafter defined, without binding assurances from City of the continuity of vested rights to develop the Project in accordance with the Crossroads West Specific Plan, Applicable Laws (as defined in Section 5.01 below) in effect as of the Approval Date and Project Approvals, to proceed with the construction of the infrastructure improvements and any other improvements. City, in turn, cannot be assured of realizing the benefits of the Project without granting the binding assurances desired by Developer.

P. This Agreement sets forth provisions for Developer to construct certain Infrastructure Improvements, or portions thereof, in phases as shown and identified in the attached

Exhibit F (the “Facilities Phasing Plan”). The Parties acknowledge that Developer shall not be required to initiate or complete development of any particular Infrastructure Improvement within any period of time except as necessary to serve that phase of the project, and as set forth in the Crossroads West Specific Plan and Conditions of Approval. The Parties further acknowledge that certain Infrastructure Improvements will benefit the Project, the entire area within the Crossroads West Specific Plan, as well as other City areas. As such, this Agreement is intended to grant Developer vested rights to develop the Project as set forth herein.

Q. On _____, 20__ the Planning Commission of the City of Riverbank, after giving notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing to consider this Agreement and provide recommendations to the City Council.

R. The City Council of the City of Riverbank on _____, 20__, after providing public notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing on this Agreement and, following the duly noticed hearing, introduced Ordinance No. _____ to approve this Agreement.

S. On _____, 20__ the City Council conducted the second reading and adopted Ordinance No. _____, approving and authorizing the execution of the Agreement. The ordinance is effective on _____, 20__ (the “Approval Date”). In approving the Agreement, the City Council adopted findings that the provisions of this Agreement and the Project are consistent with the Crossroads West Specific Plan, the General Plan, Tentative Map No. _____, and all other applicable City policies and regulations, and that the requirements of CEQA have been satisfied.

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

ARTICLE 1 DEFINITIONS

The following terms shall have the meanings set forth below for purposes of this Agreement:

1.01. “Agreement” means this Development Agreement by and between the City of Riverbank, a California municipal corporation, and Western Pacific Holdings, Inc., a California corporation.

1.02. “Applicable Law” shall mean the statutes, rules, ordinances and regulations referred to in Section 5.01 below and in effect on the Approval Date of this Agreement.

1.03. “Approval Date” means the legally effective date of City’s approval of this Agreement, which shall occur thirty (30) calendar days after the adoption of the second reading of Ordinance No. _____, i.e., _____, 20__.

1.04. “Approved Entitlements” means those certain entitlements listed on **Exhibit E** attached hereto.

1.05. “Areas of Benefit” shall mean such financing or reimbursement districts that City may establish in accordance with this Agreement.

1.06. “Assignee” means any person, partnership, joint venture, firm, company, corporation or other business entity to which all or a portion of the Subject Property is sold, assigned, transferred, or conveyed, along with such rights, duties and obligations under this Agreement with respect to all or that portion of the Subject Property which is sold, assigned transferred, ground leased or conveyed pursuant to an Assignment and Assumption Agreement, as provided in Section 3.06 herein. Notwithstanding the foregoing, through the Assignment and Assumption Agreement, Developer may reserve and retain certain rights and benefits contained in this Agreement or created as a result of this Agreement, and may withhold the transfer of such rights to any Assignee pursuant to such agreement executed by the Assignee.

1.07. “Assignment and Assumption Agreement” means such agreement that Developer shall be required to enter into, in order to retain certain rights and benefits, and to partially allocate certain rights and benefits to an Assignee, as provided herein.

1.08. “City” means the City of Riverbank, California.

1.09. “CEQA” means the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) and the implementing CEQA Guidelines (14 Cal. Code Reg. § 15000 et seq.)

1.10. “Community Development Director” means the City’s Community Development Director, or the person the City Manager shall designate to act as such for purposes of this Agreement.

1.11. “Conditions of Approval” means all conditions of approval to the Approved Entitlements, which have been required by the City as a condition of regulatory approval of the Project, and which Developer has reviewed and consented to, as set forth in **Exhibit C** attached hereto.

1.12. “Costs of the Infrastructure Improvements” means the right of way costs and the actual cost of the construction, alteration, demolition, installation, or repair work on the Infrastructure Improvements, as estimated in **Exhibit F** attached hereto.

1.13. “Credits” means an entitlement to be excused from paying into City’s SDF program because Developer constructed certain Infrastructure Improvements instead of paying a SDF Fee. The amount of the Credit for construction of a specific Infrastructure Improvement shall be equal to the cost of the Infrastructure Improvement. At Developer’s option, Developer or its tenant and/or the subsequent property owner shall pay such required SDF Fee in lieu of receiving a Credit and Developer shall instead be reimbursed such SDF Fee as soon as reasonably possible, but in all events on a calendar quarter basis.

1.14. “Crossroads West Specific Plan” means the Crossroads West Specific Plan adopted by the City Council of the City of Riverbank pursuant to Resolution No. ____-____.

1.15. “Developer” means Western Pacific Holdings, Inc., a California corporation, and any successor-in-interest, or future Assignees under the terms provided in Article 3 below.

1.16. “Effective Date” means the date that both of the following have occurred: (1) LAFCO approves the Annexation for the Subject Property to be included within City limits; and (2) Developer has acquired fee title to the Subject Property and provided evidence thereof to City.

1.17. “EIR” shall mean the combined Draft and Final Environmental Impact Report, including the adopted CEQA findings and Mitigation Monitoring and Reporting Program, Crossroads West Specific Plan (SCH No. 2017032062) certified by City Council Resolution No. _____ on _____, 20__.

1.18. “Final Maps” shall mean the various, phased final subdivision maps, which may hereafter be filed for record for each respective phase of development of the Project.

1.19. “Financing District” shall mean a community facilities district formed pursuant to the Mello Roos Community Facilities District Act of 1982, or a comparable special tax district formed to financing ongoing maintenance obligations for the Subject Property.

1.20. “General Plan” shall mean the City of Riverbank General Plan 2005-2025.

1.21. “Infrastructure Improvements” means right of way costs and all of those public works improvements required by the Conditions of Approval and Chapters 7 and 9 of the Crossroads West Specific Plan that are applicable to the Project, as described in **Exhibit F** attached hereto.

1.22. “Master Tentative Large Lot Subdivision Map” means a subdivision map whereby the Subject Property will be divided into commercial parcels, mixed use parcels and residential subdivision lots. Such map will create individual developable commercial parcels and mixed use parcels, but will not create individual residential lots, although the zoning and permitted density and use for residential will be designated for each residential subdivision lot contained therein. The Master Tentative Large Lot Subdivision Map is attached hereto as **Exhibit B** and incorporated herein by this reference. With respect to the commercial parcels, the Master Tentative Large Lot Subdivision Map shall constitute the vested tentative map, which shall for all purposes herein become vested pursuant to this Agreement, conferring all of the same vested rights, protections and benefits afforded under the Subdivision Map Act for a “vested tentative map,” separate and distinct from the vested rights hereunder, to proceed with the development of the Subject Property in substantial conformance with the standards set forth in this Agreement and the Crossroads West Specific Plan. Such commercial parcels shall not require further subdivisions and/or tentative maps. With respect to the residential subdivisions, the Master Tentative Large Lot Subdivision Map, shall constitute the tentative subdivision map, which shall become vested pursuant to this Agreement and no such residential subdivisions shall be eligible for building permits until a final subdivision map for the applicable residential subdivision has been approved by City in accordance with the terms of this Agreement and recorded in Stanislaus County.

1.23. “Phased Maps” shall mean the various phased vesting tentative subdivision maps, which may hereafter be filed for record for each respective phase of development of the Project, as further described in Section 5.10 below.

1.24. “Project” means the permitted densities, intensities and uses of the Subject Property as depicted on the Project Approvals, and in the Approved Entitlements in **Exhibit E**.

1.25. “Project Approvals” means all land use and building approvals, permits and entitlements granted by the City for the Project including the Crossroads West Specific Plan, Approved Entitlements, Subsequent Approvals, Master Tentative Large Lot Subdivision Map, Conditions of Approval, EIR, Mitigation Monitoring and Reporting Program, and Sales Tax Sharing Agreement.

1.26. “Rules and Regulations” means the rules, regulations, ordinances, laws, general or specific plans, zoning, and official policies governing development, design, density and intensity of permitted uses, growth management, environmental review, or other measure that directly or indirectly limits the rate, timing or sequencing of development or construction, construction and building standards, design criteria and any other standards relating to development of Subject Property within the City, and in effect on the Approval Date of this Agreement.

1.27. “Sales Tax Sharing Agreement” means that certain agreement attached hereto as **Exhibit I**.

1.28. “SDF Fees” means the fee schedule adopted by City that is applicable to the Project for the term of this Agreement, as such fees may be modified as limited in Section 6.01 hereof, and as further described in the attached **Exhibit H-1**.

1.29. “State” means the State of California.

1.30. “Subject Property” means that certain real property located in the Riverbank, California, consisting of approximately 59 gross acres of land and more particularly described in **Exhibit A**.

1.31. “Subsequent Approvals” means any approvals required as a precondition to the issuance of grading, building or other permits required for the development of the Project granted by City after the Approval Date, including but not limited to (a) vesting tentative maps and final maps, which may include all or a portion of the Subject Property identified in the Project Approvals; (b) use permits; (c) building permits; (d) any other approvals necessary for the development of the Project; and (e) design review as set forth in Section 8.1 of the Crossroads West Specific Plan.

1.32. “Subsequent Property Owner” means the person, persons or entity having a legal or equitable interest in the Subject Property as described in **Exhibit A** and includes the Property Owner’s successors in interest.

ARTICLE 2 EXHIBITS AND RECITALS

The Recitals set forth above, and the Exhibits referred to in this Agreement, are incorporated herein as though set forth in full.

ARTICLE 3 GENERAL PROVISIONS

3.01. Property Subject to the Agreement. This Agreement applies to and governs the development of the Subject Property.

3.02. Duration of Agreement. The term of this Agreement shall commence upon the Approval Date and shall expire on the twentieth (20th) anniversary following such date, provided, however, that this Agreement shall not become legally enforceable by either Party until the Effective Date. The term of this Agreement may be extended by mutual agreement of the Parties in writing.

3.03. Assignment and Assumption. Developer shall have the right to sell, assign, transfer, ground lease and/or convey the Subject Property in whole or in part (provided that no such partial transfer shall violate the provisions of the Subdivision Map Act) to an Assignee at any time during the term of this Agreement upon providing notice to City no later than ten (10) days after the effective date of said sale, assignment or transfer. The City will release Developer from all obligations set forth herein with respect to the Subject Property sold, assigned or transferred (or if less than the Subject Property shall be sold, transferred or assigned, then with respect to that portion thereof actually purchased, transferred or assigned), only if Developer conveys, and the Assignee expressly assumes all of the obligations and other terms and conditions of this Agreement with respect to such Subject Property (or if less than the Subject Property shall be sold, transferred or assigned, then with respect to that portion thereof actually purchased, transferred or assigned). Developer or Assignee shall advise the City of the assignment and assumption.

(a) *Failure to Notify City not Grounds for Default.* Any sale, assignment, transfer, ground lease or conveyance not made in substantial compliance with this Article shall not constitute a default by Developer or any Assignee under this Agreement, provided, however, that City may refuse to issue permits or other entitlements to such purchaser, Assignee or transferee until a copy of the assignment and assumption agreement is received by City.

(b) *Partial Assignment.* Developer reserves the right to partially assign the burdens and/or benefits of this Agreement to any Assignee, provided that Developer must (i) provide City with a copy of the Assignment and Assumption Agreement that designates the rights allocated to such Assignee or (ii) record a memorandum of such agreement on the assigned property.

3.04. Recording. Upon the Approval Date, the Parties shall fully execute and acknowledge three originals of this Agreement. Within ten (10) days after the Approval Date, the City Clerk shall record this Agreement in the Official Records of Stanislaus County. Upon return

from the county recorder, the City Clerk shall send a copy of the recorded Agreement and all exhibits to Developer.

3.05. Amendment or Cancellation of Agreement. Except as otherwise provided herein, including, without limitation, as provided under Article 8 hereof, this Agreement may be cancelled, modified or amended only by mutual written consent of the Parties, in accordance with Government Code Sections 65867, 65867.5 and 65868.

(a) *Minor Amendment of this Agreement.* The Parties acknowledge that refinement and implementation of the Project may demonstrate minor changes, as appropriate with respect to the details of performance by the Parties. The Parties desire to retain administrative flexibility with respect to certain items covered in general terms under this Agreement. If City finds that clarifications, minor changes or minor adjustments are necessary or appropriate to further the intended purposes of this Agreement, and will not be materially inconsistent with any Project Approvals, the Parties may effectuate such clarifications, minor changes and adjustments through one or more Operating Memoranda, mutually approved in writing by Developer and the City Manager. Each Operating Memorandum will, after execution and recording, be attached to this Agreement. Unless otherwise required by law, execution of an Operating Memorandum between the Parties shall not require noticed public hearings.

(b) *Effect of Termination.* With the exception of the Master Tentative Large Lot Subdivision Map, termination of this Agreement shall not constitute the automatic termination of any Project Approvals or other land use entitlements approved for the Subject Property. Upon termination of this Agreement, no Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination, or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination, or with respect to any obligations that are specifically set forth as surviving this Agreement.

(c) *Minor Amendment of Project Approvals.* Developer may provide written request for a minor amendment or modification to any of the Project Approvals, including, but not limited to (a) the location of buildings, streets and roadways and other physical facilities, or (b) the configuration of the buildings, the site plan, elevations, the configuration and number of parcels, lots or development areas. To the extent allowable by law, the Community Development Director shall determine whether the requested amendment or modification is consistent with this Agreement, Crossroads West Specific Plan and applicable provisions of City zoning and subdivision ordinances in effect as of the Effective Date of this agreement. For purposes of this Agreement, the determination of whether such amendment is minor shall be made by reference to whether such amendment or modification is minor in the context of the overall Project. If the Community Development Director finds that the proposed amendment is both minor and consistent with this Agreement, the Crossroads West Specific Plan, and the applicable provisions of City zoning and subdivision ordinances, the Community Development Director may approve the minor amendment administratively. For purposes of this Agreement and notwithstanding any City ordinance or resolution to the contrary, the following shall be deemed a minor amendment or modification: lot line adjustments, minor adjustments in the number of parcels on a Phased Map, minor variances as to density, relocation of densities and/or uses which do not materially alter the overall density of the Subject Property as presently set forth in the Crossroads West Specific Plan,

3.06. Binding Effect of Agreement. Actions of City and Developer with respect to the Project, including, without limitation, actions by City responding to applications for Subsequent Approvals affecting the Project, shall be made subject to this Agreement. The Project shall be carried out in accordance with the terms of this Agreement. The provisions of this Agreement shall constitute covenants and servitudes, which shall run with the land comprising the Subject Property, and the burdens and benefits hereof shall inure to the benefit of the City and Developer, and all estates and interests in the Subject Property and all successors in interest of the Parties hereto, except as such rights may be materially limited by a recorded Assignment and Assumption Agreement between Developer and any Assignee to the Subject Property. Notwithstanding the above, Developer's determination to construct the Project is left to Developer's sole and absolute discretion and in no event is Developer obligated to construct or undertake commencement of the Project.

Notices and communications shall be given to the Parties at their addresses set forth below:

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

If to Developer: Western Pacific Holdings, Inc.
1556 Parkside Drive
Walnut Creek, CA 94596
Attn: Darryl Browman, President

With a copy to: Western Pacific Holdings, Inc.
1556 Parkside Drive
Walnut Creek, CA 94596
Attn: Mario Albert, General Counsel

ARTICLE 4 CONFLICTS OF LAW

4.01. Conflicts between City and State or Federal Laws. In the event that State or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, each Party shall provide the other Party with written notice of such State or federal restriction, a copy of such regulation or policy and a statement concerning the conflict with the provisions of this Agreement. The Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation.

4.02. City Council Hearing. After the Parties have met and conferred pursuant to Section 4.01 above, if the Parties have not reached agreement on the effect of the change in the federal or state law or regulation upon this Agreement, Developer may request the matter shall be scheduled for hearing before the City Council. Written notice of such hearing shall be given pursuant to Government Code Section 65867, or then applicable statutes. The City Council, at such hearing, shall determine the exact modification necessitated by such federal or state law or regulation. Developer, at the hearing, shall have the right to offer oral and written testimony.

4.03. Cooperation in Securing Permits. City shall cooperate with Developer in order to secure any permits that may be required or as a result of modifications, amendments, or suspensions made pursuant to this Article.

4.04. Invalidity of Agreement and Severability. If this Agreement is determined by a court to be invalid or unenforceable in its entirety, the Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement relating to fees payable by Developer, Section 1.4 and/or Article 6 shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement relating to fees payable by Developer, Section 1.4 and/or Article 6 is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the Approval Date, and Developer in good faith determines such provisions are material to its entering into this Agreement, then Developer may elect to terminate this Agreement as to all of its obligations remaining unperformed.

ARTICLE 5 DEVELOPMENT OF THE SUBJECT PROPERTY

5.01. Applicable Law. As used in this Agreement regarding the Subject Property, “Applicable Law” shall mean and include all of the following in effect as of the Approval Date, and Applicable Law shall be interpreted in the following priority:

- (a) City of Riverbank General Plan;
- (b) Crossroads West Specific Plan;
- (c) This Agreement;
- (d) Master Tentative Large Lot Subdivision Map
- (e) Phased Maps
- (f) All other Project Approvals;
- (g) City zoning ordinance;
- (h) City subdivision ordinance;
- (i) Rules and Regulations;
- (j) all other laws, policies, rules and regulations of City (whether the laws be

enacted by the City Council, Planning Commission, or City voters) in effect as of the Approval Date, including, without limitation, the laws that relate to or specify any one or more of the following: the permitted uses of land or improvements; the density or intensity of use; the rental rates or vacancy rates or conversion controls regarding rental properties; labor rules and rates; and building and uniform code standards for construction and occupancy. Nothing in this Agreement, or Applicable Law, whether in existence as of the Approval Date or arising in the future, shall be interpreted to provide for or result in any annual (or other) limit, moratorium, or other limitation upon the number of, or phasing or pacing of, units which may be constructed on, or building permits which may be obtained for parcels or lots within the Subject Property, the processing or approval of any vesting tentative or final maps, or any other land use entitlements, approvals, or permits, or the rate, timing, or sequencing thereof, during the term of this Agreement. There are currently no adopted growth controls ordinance, policies or measures that would restrict development of the Project. The terms of this Agreement are consistent with the legislative purposes set forth above and will assure Developer that approvals granted by the City in connection with the development of the Subject Property will not change during the term of this Agreement.

Notwithstanding the foregoing or anything contained herein to the contrary, the standards and regulations provided in the Crossroads West Specific Plan supersede all other laws, policies, rules and regulations of the City in effect as of the Approval Date. If a conflict occurs between the requirements of the Crossroads West Specific Plan and laws, policies, rules, and regulations of the City, the requirements of the Crossroads West Specific Plan and this Agreement shall control. If, however, the Crossroads West Specific Plan does not contain an express requirement consistent with the laws, policies, rules and regulations of the City, then in such event the Parties agree the requirements of Applicable Law, in order of priority shown above, shall be followed.

5.02. Vested Right to Develop. During the term of this Agreement, Developer shall have the vested right to develop the Subject Property in accordance with the Project Approvals and Crossroads West Specific Plan. City agrees and assures Developer that this Agreement establishes

vested development rights, obligations, terms and conditions, as specified in the Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals and Developer's right to tie in, or connect to, the City sewer and water systems, and that such rights shall be fully vested in Developer and may not be changed or modified by City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by Developer in its reasonable discretion.

(a) *Water Capacity.* The Parties acknowledge that City's water system likely has sufficient capacity to adequately serve the entire buildout of the Subject Property, as provided in the CWSP. In addition, City agrees to provide and make available any required water services and capacity necessary to serve the entire buildout of the Subject Property without delay, limitation and/or restriction. Notwithstanding the foregoing, City agrees to build, as necessary, any future wells (and related facilities), peaking reservoirs (and related facilities) and other improvements to the City's water system required to facilitate and provide unrestricted access to water capacity necessary for the development of the entire buildout of the Subject Property consistent with the CWSP. Additional wells, peaking reservoirs and other improvements to the City's water system will be required to facilitate additional residential development over Developer's 350 units permitted within the Subject Property.

(b) *Sewer Capacity.* The Parties acknowledge that City's sewer and wastewater system likely has sufficient capacity to adequately serve the entire buildout of the Subject Property, as provided in the CWSP. From City's existing sewer and wastewater system, City agrees to reserve (from the City's existing sewer and wastewater system capacity), provide, and make available to the Project, without delay, limitation and/or restriction, all necessary sewer and wastewater services and capacity necessary for the Developer's entire buildout of the Subject Property, as permitted in the CWSP. However, with respect to the residential development within the Subject Property only, if after the City's Public Works Director reasonably determines that a capacity limitation may exist for any portion of the Project's proposed residential uses in City's existing sewer and wastewater system, City may require Developer to prepare a study to evaluate the improvements needed to serve such capacity constrained portion of the residential project on the Subject Property. If the study indicates that the system is inadequate for the buildout of the residential portion of the Project, Developer agrees to provide plans and install any additional public facilities, including off-site public improvements, to adequately process the anticipated sewer demands for the capacity constrained portion of the residential development within the Subject Property, provided that all of the cost incurred by Developer therefor shall be fully reimbursed to Developer pursuant to one (1) or more of the reimbursement methods described in Section 5.03.

(c) *Parks.* If Developer proposes to construct residential units on the Subject Property, the City's Community Development Director may reasonably determine that park requirements for the residential project are satisfied based upon the following: (i) payment of the applicable in-lieu fee, (ii) actual construction of City parks, (iii) coordinating with other developers in the CWSP area to construct a City park in another area covered by the CWSP (or contribution to the cost of the improvement thereon); or (iv) construction of other public benefiting improvements in the Project, such as outdoor patios, plazas, play areas, outdoor recreation areas, gardens, gathering

spaces, common courtyards, fire pits, water features or other types of meeting areas for use by the residential development at the Project.

(d) *City Administration.* City shall comply with this Agreement and all Project Approvals, and City shall process any Subsequent Approvals in accordance with the terms of this Agreement. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, the construction, installation and extension of Infrastructure Improvements, development guidelines and standards, implementation programs for processing of Subsequent Approvals and other conditions of development for the Subject Property shall be those set forth in the Crossroads West Specific Plan, Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals. The Parties intend that the Project Approvals and Crossroads West Specific Plan shall serve as the definitive and controlling provisions for all subsequent actions, discretionary or ministerial, relating to the development and occupancy of the Project.

5.03. Vested Rights Relating to Reimbursements. Developer shall be required by this Agreement to construct the Infrastructure Improvements identified in **Exhibit F** subject to the phasing requirement set forth therein. Developer shall design and construct such work to City or agency standards consistent with the Crossroads West Specific Plan and applicable mitigation measures attached hereto as **Exhibit D**, unless otherwise provided in this Agreement, the Crossroads West Specific Plan, or the Project Approvals. To the extent that Developer constructs, alters, demolishes, installs, repairs, or otherwise provides financing for any Infrastructure Improvements, City shall reimburse Developer for the actual cost of altering, demolishing, installing, or repairing the Infrastructure Improvements, as provided in **Exhibit H-2 and H-3** for the first twenty (20) years after the Approval Date. City, in its reasonable discretion, shall issue Credits and Reimbursements for an additional five (5) years if City determines that the cost of altering, demolishing, installing, or repairing the Infrastructure Improvements has not been fully reimbursed. City shall reimburse Developer through the application of Credits, and through the issuance of Reimbursements pursuant to one (1) or more of the following Reimbursement methods:

(a) *Project-Related SDF Reimbursements.* Developer may elect to be reimbursed through City's SDF program for the installation of Infrastructure Improvements, or portions thereof that are expressly identified and itemized, according to the amounts quantified in City's SDF program. City represents that the list of improvements set forth in the attached **Exhibit H-2** are or will be part of the City SDF program. With respect to SDF-reimbursable improvements, as described in the attached **Exhibit H-2** that are not currently included in the City's SDF program, City agrees to amend the existing SDF program within eighteen (18) months after the Approval Date in order to establish new system development fees to fund the costs of such right-of-way dedication and new Infrastructure Improvements. In such case, City agrees that the SDF funds collected from each such SDF category from (i) any property within the Project, shall be used solely to reimburse Developer for the cost of the Infrastructure Improvements, (ii) any property within the Crossroads West Specific Plan shall be used to reimburse Developer in relation to other developers outside of the Project, but within the Crossroads West Specific Plan on a first in/first out basis and (iii) any property outside of the Crossroads West Specific Plan shall be used first to reimburse Developer for the cost of the Infrastructure Improvements; provided, however, that if

the City's Finance Director reasonably determines that priority must be given to a programmatic infrastructure improvement and/or City priority improvement within such SDF category relating to a prior project outside of the Crossroads West Specific Plan, City may, to the extent of such priority programmatic infrastructure improvement and/or City priority improvement item only, elect to allocate such SDF fees collected from property outside of the Crossroads West Specific Plan to reimburse Developer in relation to other developers outside of the Crossroads West Specific Plan on a first in/first out basis, as provided under Applicable Law and consistent with the intent of the Parties set forth herein.

(b) *Sales Tax Sharing Agreement.* The Infrastructure Improvements include certain facilities, or portions thereof, that are not included in City's SDF program, or cost more than itemized in the SDF program for such improvement. Reimbursements for such Infrastructure Improvements may occur through the provisions set forth in the Sales Tax Sharing Agreement between the Parties attached hereto as **Exhibit I**.

(c) *Non-Project SDF Reimbursements and Inter-Fund Loans.* City, in its reasonable discretion, may elect to allocate SDF fees collected from permits issued for any property outside of the Project, to reimburse Developer on a first in/first out basis in relation to other developers who are also awaiting reimbursement consistent with the intent of the Parties set forth herein, or as provided in the Sales Tax Sharing Agreement or in any executed Reimbursement Agreement between the Parties.

(d) *Benefit Assessment Districts.* Developer may seek, and City shall use its best efforts to assist Developer in obtaining, reimbursement from benefited property owners for all costs and expenses incurred in the design and construction of any Infrastructure Improvements that benefit properties other than the Subject Property, and the acquisition of rights of way for any such public facilities. In the event Developer seeks reimbursement from other benefited properties, City shall cooperate with Developer in the formation, consistent with all applicable City and state laws, of a local benefit district or area of benefit for the purpose of reimbursing Developer, as contemplated herein. In addition, at City's election, Developer may be reimbursed for oversizing under a separate agreement between City and Developer, which shall provide that if and when a particular property benefiting from the oversizing pulls a permit to construct any improvement, City shall require the benefiting property to reimburse Developer for their pro rata share of the costs of the oversizing. A written agreement under this provision shall have a term of no longer than twenty (20) years. Similarly, if the benefiting property fails to reimburse Developer for oversizing, Developer shall have no recourse against City; however, Developer shall retain all rights against the benefiting property and its owners. In no case shall City reimburse Developer pursuant to this Agreement from City's general fund. City may charge an administrative fee equal to the cost of administering such local benefit district, not to exceed five percent (5%) of the annual assessment district budget for such area of benefit.

(e) *Maximum Reimbursement Amount.* Notwithstanding anything to the contrary in this Agreement, in no event shall the total amount of Reimbursements made by City to Developer, whether in the form of Reimbursements in cash, Credits against fees or any other form provided herein, exceed the total cost of the performance of the construction, alteration, demolition, installation, or repair work on all public works of improvement required by City as a

condition of approval of the Project, as defined in California Labor Code Section 1720(c)(2) or a successor statute. The Parties acknowledge that for purposes of this Agreement, repair work shall exclude all costs incurred by Developer to perform any corrective work necessitated by defective work or defective materials.

5.04. Reimbursement Agreements. Reimbursements shall be administered through this Agreement, the Sales Tax Sharing Agreement adopted and executed in connection with this Agreement, and any additional Reimbursement Agreement determined to be necessary by mutual agreement of the Parties. City shall have no further obligation under this Section only after such time that Developer has been fully repaid for the actual cost of all Infrastructure Improvements, including their costs as provided in **Exhibit H-2 and H-3**, through either Credits or Reimbursements, as applicable.

5.05. SDF Overages and Surplus.

(a) *Overage.* If the actual construction cost of Infrastructure Improvements eligible for reimbursement under the SDF program exceeds the amount specified in the SDF program, such shortfall shall be financed by: (a) an increase to the appropriate SDF category, such that the SDF will increase City-wide to finance such shortfall, provided that all developers or landowners, including Developer (but only with respect to unbuilt buildings), shall share in such City-wide fee increase; (b) transfer from other SDF categories, but only if Developer has constructed other Infrastructure Improvements in such SDF category for less than the amount specified in the SDF program, as provided in subsection (b) below, with the result that surplus Project-related SDF is available; (c) transfer or loan from any other SDF category if, in City's reasonable discretion, repayment to such SDF category is likely to occur within the next five (5) calendar years; (d) allocations of sales tax revenue generated from the Project in accordance with the Sales Tax Sharing Agreement (allocations shall not exceed 50% of annual sales taxes generated, for no longer than twenty (20) years). Such reimbursements shall be made on a quarterly basis and shall continue through the duration of this Agreement, or until Developer has been fully reimbursed, whichever occurs sooner. In no event, however, shall City be obligated to utilize City's general fund to repay any costs related to any Project-related Infrastructure Improvements or any Developer shortfall related to Reimbursements.

(b) *Surplus.* If the actual construction costs of any Infrastructure Improvements installed by Developer are less than the costs identified in City's SDF program, upon Developer's request such excess amounts shall be deposited into a special account and be made available to Developer to reimburse Developer for any overages in Developer's actual construction costs of any SDF-eligible Infrastructure Improvements installed by Developer.

5.06. Timing of Reimbursement. City shall issue Reimbursements to Developer as soon as reasonably possible after such Reimbursements are collected, but in no event later than every calendar quarter during which such Reimbursements are collected. City agrees to use its best efforts to take all actions necessary to establish and implement (i) the method chosen by Developer to finance the cost of the installed Infrastructure Improvements or to take such other legislative action necessary to provide a mechanism whereby Developer is fully reimbursed for such costs; and (ii) procedures for the reimbursement method chosen by Developer, including, without

limitation, procedures for the collection of fees and the timing of reimbursement payments to Developer. City understands and agrees that it is the intent of Developer to utilize reimbursement mechanisms that will provide for the smallest amount of time to fully reimburse Developer. Additionally, at Developer's request, City shall use its best efforts to take all actions necessary to establish one or more Areas of Benefit.

5.07. Prevailing Wages. The Parties understand and intend that, under this Agreement, City will not contribute any more money, or the equivalent of money, to the overall Project than is required to perform the public improvement work and reimburse Developer for installation of the Infrastructure Improvements as provided herein, which is required as a condition of City's regulatory approval of the Project. The Parties further understand and intend that the Project is a private development project and that City does not and shall not have any proprietary interest therein. It is Developer's understanding and intent that, pursuant to California Labor Code Section 1720(c)(2), only the Infrastructure Improvements that are constructed, altered, demolished, installed, or repaired as a condition of City's regulatory approval of the Project, shall be subject to the requirement to pay prevailing wages, and that no other portion of the Project shall be subject to the requirement to pay prevailing wages. Notwithstanding the above, Developer shall be solely responsible for determining whether construction of any improvements required in connection with the Project triggers any obligation to pay prevailing wages under State or federal law. Developer shall defend, indemnify and hold harmless City, its agents, employees, officers and officials from any liability, loss, debts, costs or damages sought by the State or by any third party for failure to pay prevailing wages in connection with the Project. The indemnification obligation set forth herein shall survive termination of this Agreement.

5.08. Reservations and Dedications. Portions of the Subject Property are reserved for dedication to City, as shown in the Master Tentative Large Lot Subdivision Map. Such reservations and dedications shall be imposed in accordance with the Applicable Laws in effect as of the Approval Date, and otherwise shall be made in accordance with the Conditions of Approval for the Master Tentative Large Lot Subdivision Map, and the Subdivision Map Act.

5.09. Subsequent Enactments. City and Developer agree that this Agreement shall vest Developer's right to develop the Project pursuant to the Project Approvals, Crossroads West Specific Plan, and Applicable Law. Neither the City, nor any agency of the City, shall enact any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property that is in conflict with the Project Approvals, Crossroads West Specific Plan, or Applicable Law, or that prevents or conflicts with the permitted uses, density and intensity of uses vested by this Agreement, or as set forth in the Project Approvals, Crossroads West Specific Plan, or Applicable Law.

(a) *Limitations.* Without limiting the foregoing general statement, and for all purposes relating to this Agreement generally, and this Section specifically, the Parties agree that any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property shall be deemed to conflict with the Project Approvals, Crossroads West Specific Plan, or Applicable Law if it seeks to accomplish anyone or more of the following results, either with specific reference to the Crossroads West Specific Plan, Project, or Subject

Property, or as part of a general enactment that applies to this Project or Subject Property, or the MU-1 Property in the Crossroads West Specific Plan:

- (i) limiting or reducing the intensity, use, operation or density of development on the Subject Property, or otherwise requiring any reduction on the square footage of buildings, total number of proposed homes, buildings or other improvements;
- (ii) limiting or restricting the development timing or phasing or pace of the development of the Subject Property in any manner;
- (iii) limiting the location of building sites, buildings, grading, or other improvements on the Subject Property in any manner;
- (iv) applying to the Subject Property a moratorium or other limitation affecting the processing or approval of subdivision maps, building permits or any other land use entitlements, approvals or permits, or the rate, timing or sequencing thereof;
- (v) applying to the Subject Property rent, vacancy or conversion controls, regulations and/or policies;
- (vi) applying to the Subject Property “prevailing wage,” “union shop,” project labor agreement, labor peace agreement, or other labor regulations or policies, except those required by State or Federal laws and regulations
- (vii) requiring any additional on-site or off-site infrastructure improvements to be constructed or paid for by Developer or a subsequent Property Owner; or
- (viii) restricting the permitted uses of the Subject Property in any manner.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement, the Crossroads West Specific Plan, the Project Approvals, and Applicable Law.

(b) *Changes to Applicable Law.* Only the following changes to the Applicable Law effective as of the Approval Date shall apply to the development of the Project:

- (i) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, applicable City-wide, which are not in conflict with the terms and conditions for the development of the Project, Crossroads West Specific Plan, and the Project Approvals, and which do not impose additional burdens on the Project; and
- (ii) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, which are in conflict with Project Approvals, but the application of which to the development of the Project has been consented to in writing by Developer in its sole discretion.

(iii) City may update its SDF program to incorporate a sewer capacity fee and/or to update the traffic fees in the SDF program existing as of the Approval Date of this Agreement. Such updates to those City SDF program fees must occur within two (2) years after the Approval Date, or shall not be applicable to the Subject Property. In no event, however, shall City increase the SDF fees for sewer capacity and/or traffic by more than twenty-five percent (25%) of the current SDF amounts shown on **Exhibit H-1** attached hereto (provided, however, that in the event the City Manager reasonably determines that the existing sewer infrastructure is inadequate for servicing the residential portion of the Project, then in such event the City may increase the SDF fees to cover such improvements, but in no event more than fifty percent (50%) of the current SDF amounts for sewer shown on **Exhibit H-1**), or increase any other SDF category within the program, except sewer capacity and traffic and excluding annual escalation for inflation commencing five (5) years after the Effective Date provided that in no event shall any such escalation exceed 3% per annum. In addition, no SDF fee increase shall apply to any property for which Developer has previously paid, requested a credit of such SDF fee(s), or pulled a building permit for such property or building.

(iv) Development of the Subject Property shall be subject to legally mandated changes that occur to the California Building Code and California Fire Code required by State or federal law (the "Applicable Codes"); provided, however, such changed law shall not apply to the Subject Property when permitted and/or exempted by (a) the rights and benefits of this Agreement, (b) the tentative map and as provided under Section 1.22 of this Agreement above, (c) the presence, vesting protections or other benefits conferred under this Agreement, or (d) the presence, vesting protections or benefits conferred under the vesting tentative map, in which event Developer shall not have to comply with the new Applicable Codes within all or any portion of the Project.

(v) If any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City shall attempt, if reasonably possible, to address such emergency in a way that does not have a material adverse impact on the Subject Property. If City reasonably determines that City cannot address the health and safety emergency in a way that avoids any material adverse impact on the Project, City, after consultation with Developer, shall select an option for addressing the situation that minimizes, so far as reasonably possible, the impact of the health and safety emergency on development of the Project.

Therefore, except for the exceptions expressly stated above, the Parties agree that no ordinance, policy, rule, regulation, decision, or any other City action, or any initiative or referendum voted on by the public, which would otherwise be applicable to the Project and would affect in any way the development of the Project, or alter construction standards for the Project, or limit the uses allowed under the Crossroads West Specific Plan, or limit the number of building permits issued for the Project, or limit the Project's ability to connect to the City's sewer, water system, storm drainage systems, or to receive any other City services that was not in effect as of the Effective Date, shall be applicable to the Project during the term of this Agreement.

5.10. Phased Maps and Conditions of Approval. Due to the size and scope of the proposed Project, buildout and improvement of the Subject Property may be completed in phases over the term of this Agreement, in accordance with the phasing schedule set forth in the attached **Exhibit F**. Developer may prepare additional Master Tentative Large Lot Subdivision Maps,

vesting tentative parcel maps and final maps for the entirety or portions of the Subject Property (collectively, the “Phased Maps”). The conditions of approval that may be placed on such Phased Maps, or other entitlements, permits, or approvals, shall be governed by this Agreement. Any future conditions of approval, which may be attached to any of the foregoing maps, shall impose no greater or earlier duty of performance on Developer than this Agreement. The Parties agree that the timing and extent of required Infrastructure Improvements in any future conditions of approval or Subsequent Approvals shall be consistent with this Agreement and the Approved Entitlements.

5.11. Development Timing. Developer cannot predict with certainty when or the rate at which phases of the Subject Property will be developed. Such decisions depend on numerous factors that are not entirely within the control of Developer, such as market orientation and demand, interest rates, competition and other factors. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development controlling the parties’ agreement. In response to the foregoing, it is the intent of City and Developer to hereby acknowledge and provide for the right of Developer to develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer shall use their best efforts, in accordance with their business judgment and taking into consideration market conditions and other economic factors, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals.

ARTICLE 6

FEES, CREDITS, DEDICATIONS, AND INFRASTRUCTURE IMPROVEMENTS

6.01. SDF Fees.

(a) *Existing SDF Program.* Developer shall pay City’s SDF at the rate adopted by City prior to the Approval Date, specifically the SDF amounts applicable to the Project and further described in the attached **Exhibit H-1**. Such SDF amounts may be adjusted annually for inflation commencing five (5) years after the Effective Date provided that in no event shall any such escalation exceed 3% per annum, as provided by Applicable Law.

(b) *Changes to SDF Program.* City may amend the existing SDF program within two (2) years after the Approval Date in order to establish a new sewer capacity fee and to update the traffic fees. Such amendment must occur within two (2) years after the Approval Date, or shall not be applicable to the Subject Property. In no event, however, shall City increase the SDF fees for sewer capacity and/or traffic by more than twenty-five percent (25%) of the current SDF amounts shown on **Exhibit H-1** attached hereto (provided, however, that in the event the City Manager reasonably determines that the existing sewer infrastructure is inadequate for servicing the residential portion of the Project, then in such event the City may increase the SDF fees to cover such improvement, but in no event more than fifty percent (50%) of the current SDF amounts for sewer shown on **Exhibit H-1**), or increase any other SDF fee category or increase any other SDF

category within the program, except sewer capacity and traffic and excluding any annual escalation due to inflation commencing five (5) years after the Effective Date provided that in no event shall any such escalation exceed 3% per annum, as provided by Applicable Law. In addition, no SDF fee increase shall apply to any property for which Developer has previously paid, requested a credit of such SDF fee(s), or pulled a building permit for such property or building.

(c) *Timing of Payment.* Developer shall pay, or request the applicable credit of, the applicable SDF upon City's issuance of each individual building permit for the applicable portion of the Project. Payment of SDF will not be required for any particular parcel or building, or portion thereof, that will be offset via Credits provided by City to Developer, as set forth in Section 6.03 below. The Parties agree that in the event of a transfer of all or a portion of the Subject Property to a third party ("Subsequent Property Owner"), Developer may retain the right to receive fee credits in the form of a cash reimbursement from City, so long as the Subsequent Property Owner pays the applicable SDF without any Credits provided for in this Agreement.

(d) *SDF for Storm Drainage.* SDF storm drain fees for the Project will not be charged or applicable to the Subject Property if Developer constructs the applicable storm drain facilities at the Project to connect into the existing Crossroads Shopping Center basin or to otherwise treat all storm drainage onsite.

(e) *Other Agency Impact Fees.* This Agreement shall have no effect on any fees that may be collected by City on behalf of any other local agency in connection with the Project.

6.02. Building and Grading Permits. Upon application by Developer and payment of proper processing fees in accordance with the provisions governing such fees contained herein, including the application of credits in lieu of said fees as provided in Section 6.03 below, City shall issue building permits to Developer consistent with the Project Approvals and this Agreement, as they may be amended. In addition, upon application by Developer, City shall issue to Developer site clearance permits, rough and final grading permits, demolition permits, building permits, occupancy permits and other permits required for grading operations consistent with this Agreement and the Project Approvals.

6.03. SDF Credits for Infrastructure Improvements. Developer may elect, in lieu of paying the applicable SDF amount for any portion of the Project, to construct such Infrastructure Improvements eligible for SDF reimbursement in accordance with the terms and conditions of this Agreement. If Developer elects to construct any Infrastructure Improvements eligible for SDF-reimbursement, City shall provide Developer, as an offset against said SDF Fees, Credits in the amount set forth in **Exhibit H-2**. Developer may retain the right to cash reimbursement for such fee Credits by providing City written notice of its intent to do so for any portion of the Subject Property, provided such Infrastructure Improvements are completed to the reasonable satisfaction of the City. If Developer constructs high density residential on the Subject Property, the applicable SDF fee for traffic shall be the Traffic Fee per dwelling unit applicable to HDR (High Density Residential) and not MU (Mixed Use). In addition, if Developer constructs a high density residential project that is horizontally and/or vertically integrated into the commercial project on the Subject Property, the applicable SDF fee for traffic shall be reduced by 60% to reflect the reduced traffic impacts applicable to such a high density residential project located within walking

distance to a large variety of shopping, dining, and basic services, promoting a healthier and more sustainable non-automobile dependent lifestyle. Any credits provided to Developer hereunder shall be subject to the maximum reimbursement limits of Section 5.03(f) above.

6.04. Development Timing. The Parties acknowledge and agree that the Project will be developed in phases. Developer shall not be required to initiate or complete development of any particular phase of the Project within any period of time. By entering into this Agreement, Developer shall not be obligated to build any structures, make any improvements or otherwise develop the Subject Property; provided, however, if Developer builds any structures, makes any improvements, or otherwise develops any phase of the Project, Developer must comply with all applicable terms of this Agreement with respect to such phase and only such phase.

6.05. Fees, Conditions and Dedications. Developer shall make only those dedications, comply with only those conditions, and pay only those fees expressly prescribed in this Agreement and the Project Approvals.

6.06. Processing Fees. City may charge Developer processing fees for land use approvals, building permits as they relate to plumbing, mechanical, electric, fire code permits, or other similar permits and entitlements that are in force and effect on a City-wide basis at the time those permits are applied for, provided that such processing fees are consistent with this Agreement and State law, that the fees do not discriminate against Developer, and that the fees reflect actual costs to provide such processing services in accordance with State law. The Parties acknowledge that City may increase or decrease such processing fees after the Effective Date subject to the City's procedures, codes and policies, and State law.

6.07. Specific Plan Processing Costs. Developer has documented certain costs to City such that, as of the Effective Date, Developer has incurred a total of approximately \$_____ in planning, consultant and legal fees and costs directly related to City's preparation and processing of the Crossroads West Specific Plan, including, without limitation, the EIR (together, "Specific Plan Processing Costs"). Upon the request of Developer, City may apportion and establish a finance mechanism for subsequent owners and developers, upon development of the Subject Property, to reimburse Developer for their fair share of Specific Plan Processing Costs determined by land area. Upon Developer's request, City may require other owners and developers of parcels within the jurisdiction of Phase 1A of the Crossroads West Specific Plan to enter into reimbursement agreements to recover Specific Plan Processing Costs on behalf of Developer.

6.08 Police Power; Taxing Power. City shall not impose or enact any additional conditions, exactions, dedications, fees or regulations, through the exercise of either the police power or the taxing power, whether by direct City action or initiative or referendum, related to the development of the Project which are not in existence at the time of the Approval Date and as expressly permitted by this Agreement. The conditions, exactions, dedications, fees or regulations applicable to the Project as provided in the Project Approvals, or as provided in this Agreement, shall not be subject to modification or renegotiation by City as a result of an amendment to any of the Project Approvals or of this Agreement, or as a result of the filing of any new subdivision map or parcel map, or any re-subdivision of the Subject Property (including a merger or lot line adjustment or the creation of new lots); provided, however, that if the new map or re-subdivision

of the properties increases the density of the Project, City may impose additional fees on the new units added by the new map or re-subdivision to address impacts of the additional density and to adjust for excess Credits given on earlier homes. This may result in a surcharge on subsequent development. Notwithstanding the foregoing, (a) with respect to the commercial portion of the Project, to the extent that City-wide bond issues, taxes, assessments or fees are adopted twenty (20) years after the Effective Date, such commercial portion of the Project may become subject to City-wide (i) bond issues, (ii) special or general taxes, (iii) special assessments or fees for the construction or maintenance of City-wide facilities, provided such bond issues, special or general taxes, assessments or fees do not discriminate against Developer or the Project, (b) with respect to the residential portion of the Project, to the extent that City-wide bond issues, taxes, assessments or fees are adopted twenty (20) years after the Effective Date, such portion of the Project may become subject to City-wide (i) bond issues, (ii) special or general taxes, (iii) special assessments or fees for the construction or maintenance of City-wide facilities, provided such bond issues, special or general taxes, assessments or fees do not discriminate against Developer or the Project.

6.09 Design Review. To the extent that City has not previously approved final design details of a structure or improvement to be developed on the Subject Property as part of the Project, the Community Development Director may consider and approve such design details on behalf of City prior to issuance of a building permit for such structure or improvement, provided that such design review shall be limited to those design guidelines listed in the Crossroad West Specific Plan and such review shall be limited to consistency with those design guidelines in accordance with the provisions of the Crossroads West Specific Plan for Director review. All City actions in approving, denying, or modifying such design details must be reasonable and consistent with this Agreement, the Crossroads West Specific Plan, the Project Approvals and Applicable Law in effect as of the Approval Date. If City denies any design review for a structure or improvement that is part of the Subject Property, City will use its best efforts, within ten (10) days of such denial, to specify in writing the modifications which are required to obtain design review approval. Any such specified modifications must comply with this Agreement, the Crossroads West Specific Plan, Project Approvals and the Applicable Law in effect as of the Approval Date, and City shall approve any design details, which are subsequently submitted for City review and which comply with such specified modifications. City and Developer shall, with due diligence and in good faith, cooperate to obtain and issue design review approvals, and shall cooperate to require modifications rather than denying design review applications whenever reasonably possible. Design review shall not include any right to review and/or approve any use and/or operation within the Subject Property.

6.10 Life of Subdivision Maps. Pursuant to Government Code Section 66452.6(a), the term of the Master Tentative Large Lot Subdivision Map, and any Subsequent Approvals involving vesting tentative maps, parcel maps and final maps, or any re-subdivision or amendment to any such maps (including any lot line adjustment or merger of lots within the properties) adopted and filed subsequent to the Approval Date of this Agreement, shall remain valid throughout the term of this Agreement.

6.11 Cooperation-Implementation.

(a) *City Cooperation.* Subject to Developer's compliance with procedural requirements of the Applicable Laws, upon application by Developer, City shall promptly commence and diligently proceed to complete all steps required or necessary for the implementation of this Agreement and the development by Developer of the Project in accordance with the Project Approvals, including, but not limited to, the following:

(i) Scheduling, convening and concluding all required public hearings consistent with Applicable Law and regulations in force as of the Approval Date.

(ii) Processing for approval, in an expeditious manner, all maps, improvement plans, annexation requests, land use permits, design review, building plans and specifications and other plans relating to the development of the Subject Property filed by Developer, including, but not limited to, all zoning, Master Tentative Large Lot Subdivision Map, Phased Maps, Final Maps, re-subdivisions, amendments to maps, subdivision improvement agreements, lot line adjustments, encroachments, grading and building permits, associated zoning actions and related matters as necessary for the completion of the development of all lots and parcels comprising the Project.

(b) *Developer Cooperation.* Developer shall, in a timely manner, provide the City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and Developer shall use commercially reasonable efforts to cause its planners, engineers, and all other consultants to submit in a timely manner all required materials and documents. It is the express intent of the Parties to cooperatively and diligently work to implement any zoning, or other land use, grading or building permits or approvals that may be necessary or desirable in connection with the development of the Project in accordance with the Project Approvals. City agrees that it will accept from Developer for processing and review all complete development applications for development permits or other entitlements for the development of the Subject Property in accordance with this Agreement and Project Approvals.

(c) *Other Governmental Permits and Fees.* Developer shall use commercially reasonable efforts to apply in a timely manner for such other permits and approvals that may be required by other governmental or quasi-governmental agencies, including, without limitation, districts and special districts, school districts, flood control districts, storm drainage, sewer, and fire protection districts having jurisdiction over the Project in connection with the development of, or provision of services to, the Subject Property. City shall cooperate with Developer in its efforts to obtain such permits and approvals and shall, from time to time at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity necessary to assure the availability of such permits and approvals or services, provided such agreements are reasonable. City shall use its best efforts to work with other governmental and quasi-governmental agencies so as to limit to the extent possible the imposition of additional fees, dedications or exactions by or through such agencies.

(d) *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any third party or entity, to challenge this Agreement or any provision herein, the Parties agree to cooperate with each other in good faith to defend said lawsuit. City may elect to tender its own defense of any lawsuit filed by a third person or entity, as the case

may be, to the extent the litigation seeks to over-turn or invalidate any approval held by or granted by City to Developer, and, in such event, Developer shall hold City harmless from and defend City from all costs and expenses incurred in the defense of such lawsuit, including but not limited to, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of City. City shall act in good faith, and shall not unreasonably withhold, condition or delay consent to settle.

6.12 Annual Review. Each year during the term of this Agreement, beginning in 2020, City shall review the extent of good faith compliance by Developer with the terms of this Agreement. Such annual review shall be limited in scope to compliance with the terms of this Agreement, pursuant to Government Code Section 65865.1. The actual costs incurred by City in performing its annual review shall be reimbursable by Developer, not to exceed \$2,500 per year.

City shall make written findings and determinations, on the basis of substantial evidence, as to whether Developer has complied in good faith with the terms and conditions of this Agreement. Any failure by City to complete its annual review during a calendar year shall be deemed a finding of Developer's good faith substantial compliance with the Agreement for that calendar year. A finding by City of good faith compliance by Developer with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review. If City finds and determines that Developer has not complied with any terms or conditions, City may proposed to terminate or modify this Agreement by giving notice of its intention to do so in the manner set forth in Government Code sections 65867 and 65868. City shall provide at least twenty (20) days' notice to Developer, as specified in Section 3.07 above and in accordance with applicable State laws. Such notice shall include a copy of all public staff reports, documents and exhibits concerning Developer's performance hereunder at least thirty (30) days prior to any such periodic review. Developer shall be permitted an opportunity to respond to City's evaluation of its performance, whether orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Council. City shall not impose any fees or other exactions as a condition to a finding of good faith compliance with the terms of this Agreement.

6.13 Condemnation. The condemnation or dedication of any real property, upon which any of the Infrastructure Improvements are to be located, shall occur in accordance with Applicable Law and the Subdivision Map Act. Reimbursement to Developer for any such condemnation or dedication costs required to be condemned or dedicated for Infrastructure Improvements shall be reimbursed in accordance with the Preliminary Cost Estimate.

ARTICLE 7 CITY MAINTENANCE FINANCE DISTRICT

7.01. City Maintenance and Public Services Districts. Consistent with the Crossroads West Specific Plan, the Project Approvals and Applicable Law, the Parties shall cooperate in good faith (i) with respect to any residential portion of the Subject Property (a) annex such residential portion into City's existing Financing District to operate and maintain street lights, parkway landscaping, parks and other landscape areas, storm drainage systems, street maintenance as well as provide funding for police protection maintenance ("CFD 2016-

1”), (b) form a new community facility district or (c) form an alternative, equivalent financing mechanism requested by Developer and reasonably approved by City, and (ii) with respect to the commercial portion of the Subject Property, (a) annex such commercial portion into CFD 2016-1, (b) form a new community facility district to operate and maintain street lights, landscape areas along property frontage and storm drainage systems, or (c) form an alternative, equivalent financing mechanism requested by Developer and reasonably approved by City to operate and maintain street lights, landscape areas along property frontage and storm drainage systems necessary to serve the commercial portion of the Subject Property.

7.02. Financing District Costs. Developer shall provide advance funding for its share of the City’s actual, out-of-pocket costs incurred in annexing the residential portion of the Subject Property to CFD 2016-1 (“Financing District Costs”), which may include, without limitation, legal and engineering costs. Such Financing District Costs, together with those reasonable out-of-pocket legal and engineering cost incurred by Developer reasonably approved by the City Manager, shall be reimbursed to Developer, through annual reimbursements from special taxes that are collected from the Subject Property.

7.03. Notification of Fees, Taxes and Assessments. With respect to the residential portion of the Subject Property, Developer shall provide notice to potential homeowners, in compliance with applicable legal requirements, of CFD 2016-1 or such other Financing District that may be formed.

ARTICLE 8

DEFAULT, REMEDIES AND TERMINATION

8.01. General Provisions. In the event of default or breach of this Agreement or any of its terms and conditions, the Party alleging such default or breach shall provide notice to the other Party through a Notice of Default, giving the breaching Party at least sixty (60) days in writing to cure the alleged breach, unless the Parties extend such time by mutual written consent. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any cure period, the Party charged shall not be considered in default for the purposes of terminating or instituting legal proceedings. If the default is cured, then no default shall exist and the noticing Party shall take no further action. During said sixty (60) day period, the Parties agree to meet and confer and negotiate in good faith on at least two occasions in an attempt to resolve any such dispute. The City Manager shall be present and in charge on behalf of the City.

8.02. Option to Institute Legal Proceedings or to Terminate. After providing Notice of Default, expiration of the cure period, and the conclusion of the aforementioned negotiating sessions, the Party alleging default or breach, at its option, may institute legal or equitable proceedings to cure, correct or remedy any default under this Agreement, including, but not limited to, damages (subject to the limitations set forth in the following paragraph), mandamus, specific performance, injunctive relief, and declaratory judgment, determining that the Party alleging

default is entitled to terminate this Agreement, or, alternatively, give notice to the Party allegedly in default of its intent to terminate this Agreement. In the event said notice of intent to terminate is given, said notice shall be served upon the party who allegedly is in default as provided in Section 4.9 of this Agreement. Following notice of intent to terminate, the matter shall then be scheduled for consideration and review by the City Council, within thirty (30) days, in the manner set forth in Government Code Section 65868.

Notwithstanding the foregoing, City shall only be liable for damages arising out of or related to any breach or alleged breach of this Agreement by City that (i) violates any of Developer's vested rights set forth in Article 5 of this Agreement, including, without limitation, Developer's vested rights in and to the Project Approvals and the Crossroads West Specific Plan, and Developer's vested rights relative to reimbursement for installing Infrastructure Improvement in accordance with this Agreement; (ii) violates any provision set forth in Article 6 of this Agreement, including, without limitation, Developer's vested rights to receive Credits; (iii) places a greater burden on Developer to construct or install any improvements other than the Infrastructure Improvements; or (iv) reduces the density or intensity, modifies the permitted uses for the Subject Property, or imposes greater burden on the Subject Property in violation of this Agreement, or, withholds available capacities for sewer, water, or any other services required by City to develop the Subject Property consistent with this Agreement, the Conditions of Approval, and Crossroads West Specific Plan.

8.03. Notice of Termination. Following consideration of the evidence presented before the City Council, and findings, if any, made by the City Council, the Party alleging a default may, at its option, give written notice of termination of this Agreement to the other Party; provided, however, Developer may only give such notice of termination with respect to such portion of the Subject Property in which Developer owns an interest or with respect to which Developer is still obligated under this Agreement, and City may only give such notice with respect to the portion of the Subject Property in which the Party in default owns an interest or is responsible hereunder. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the Defaulting party.

8.04. No Waiver. Failure or delay in providing a Notice of Default pursuant to this Article shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by the other Party asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

8.05. Default by City. In the event that City defaults on this Agreement, City agrees that Developer in no event shall be obligated to proceed with or complete the Project or any phase thereof, and may exercise all rights and remedies provided herein or under Applicable Law. In the event of default by City, any resulting delays in Developer's performance shall not constitute grounds for the City to terminate or cancel this Agreement.

8.06. Extension of Time of Performance. Delayed performance by either Party shall not be deemed to be in default where such delay is due to war, inclement weather, insurrection,

strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting State or federal laws or regulations, litigation, or similar bases for excused performance. In the event of litigation involving this Agreement, the term of this Agreement shall be extended from the time the summons and complaint is served on City, until the judgment on the litigation is entered by the court and is final and not subject to appeal.

8.07. Institution of Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof, or to obtain any remedies consistent with the purpose of this Agreement.

8.08. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and Applicable Law in effect as of the Approval Date.

8.09. Limitation of Damages. In no event shall either Party be entitled to punitive, special or consequential damages in the event of any breach of this Agreement. Developer's remedy as against City shall be limited to specific performance of the terms of this Agreement, plus court costs, and attorney's fees as provided herein.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.01. Rules of Construction. The singular includes the plural; "shall" is mandatory, and "may" is permissive.

9.02. Severability. The Parties agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual, written consent of the Parties.

9.03. Entire Agreement, Waivers, Amendments. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the Parties with respect to the development and buildout of the Project. To the extent there are conflicts or inconsistencies between this Agreement and any prior agreement, map approval, permit or conditions of approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and Developer. All amendments, which are authorized in the manner provided by law, must be in writing, signed by the appropriate authorities of City and Developer, in a form suitable for recording by the Stanislaus County Clerk-Recorder. Any such amendments shall be promptly recorded.

9.04. Termination of Agreement. This Agreement shall terminate upon the expiration of the term as provided in Section 3.02 above. In addition, when any portion of the Subject Property has been fully developed and all of Developer's obligations in connection therewith are satisfied,

as reasonably determined by the City, and all final inspections have been issued, this Agreement shall automatically terminate as to such portion of the Subject Property. Upon termination of this Development Agreement with respect to the entire Subject Property or any portion therein, as the case may be, and upon Developer's request, City shall record with the Stanislaus County Clerk-Recorder a notice evidencing such termination and completion of said development, in a form mutually satisfactory to Developer and the City Attorney, that the Agreement has been terminated with respect thereto.

9.05. Project is a Private Undertaking. It is specifically understood and agreed to by and between the Parties that: (1) each and every phase the Project is a private development; (2) City has no interests or responsibilities, or duty to third parties, concerning any improvements until such time and only until such time that City accepts any dedications or Infrastructure Improvements pursuant to the provisions of this Agreement or in connection with the Project Approvals; (3) Developer shall have full power over and exclusive control of the Subject Property, subject only to the limitations and obligations of Developer under this Agreement; and (4) Developer is not an agent of the City, and City is not an agent of Developer, and neither Party shall be considered to be in a joint-venture with the other Party. If any provision of this Agreement results in an obligation of either Party under state or federal law that is contrary to the intent of the Parties expressed herein, said provision shall be invalidated and severed from the Agreement and the rest of the Agreement shall remain in full force and effect.

9.06. Attorneys' Fees. Should any action or dispute arise concerning the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, attorneys' fees on any appeal, reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary or appropriate costs incurred in the action.

9.07. Covenants Run With the Land. Except as may otherwise be provided in this Agreement, each and every Subsequent Property Owner to the Subject Property shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to such Subsequent Property Owner, but with respect to the benefits received hereunder, such benefits shall only run with the land if the benefits are explicitly assigned in writing by Developer to a Subsequent Property Owner. Any such Subsequent Property Owner shall observe and fully perform all of the duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it. All Subsequent Property Owners shall be subject to a separate assignment agreement with Developer, which shall define its right, if any, to receive any benefits under this Agreement.

9.08. Mortgagee Protection. The mortgage lender for any mortgage or deed of trust that is secured by the Subject Property, or any portion thereof, who has come into possession and title to the Subject Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in lieu of such foreclosure ("Mortgagee"), shall not be obligated under this Agreement to pay any fees or charges which are a liability of Developer of the lands within the Subject Property that are secured by Mortgagee, or to construct or complete improvements that are to be constructed by

Developer under this Agreement, or to guarantee such construction or completion. Such Mortgagee shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Subject Property, or such portion thereof, in which it holds an interest. Any Mortgagee who comes into possession and title to the Subject Property, or any portion thereof, pursuant to foreclosure by any Mortgagee, or deed-in-lieu of such foreclosure, shall not be obligated to undertake any obligations of Developer, if said obligations remain undischarged as of the date that the Mortgagee comes into possession of the Subject Property, or any portion thereof that is subject to this Agreement. Such Mortgagee shall not be eligible to apply for, receive, or exercise any of the Project Approvals for development with respect to the Subject Property, or portion thereof, which it owns and which were vested in its predecessor in title prior to the time that the Mortgagee comes into possession, until the Mortgagee contractually assumes all of the obligations of its predecessor-in-title under this Agreement with respect to such property. If City receives notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereof to Developer, any notice given to Developer with respect to any claim by City that Developer is in default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) for a period of sixty (60) days after the receipt of such notice from City to cure or remedy the alleged default, or to commence to cure or remedy the alleged default or areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within sixty (60) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day periods, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences the cure during such sixty (60) day periods, and thereafter diligently pursues completion of such cure to the extent possible.

9.09. Estoppel Certificate. Developer may, and from time to time, deliver written notice to City requesting City to certify in writing that, to the best knowledge of City (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified, or if so amended or modified, identifying the amendments or modifications, and (iii) Developer is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. City shall execute and return such certificate within fifteen (15) business days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer. Costs incurred by City in preparing any estoppel certificate requested by Developer shall be reimbursed by Developer.

9.10. No Third Party Beneficiaries. This Agreement is made and entered into for the benefit of Developer and City and their successors and assigns. No other person or third party shall have any right of action based upon any provision in this Agreement.

9.11. Counterparts. This Agreement, and any and all amendments and supplements to this Agreement, may be executed in notarized counterparts, and each of the counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, as defined in Section 1.16 above, and as authorized by Ordinance No. _____.

CITY	DEVELOPER
The City of Riverbank, a California municipal corporation	Western Pacific Holdings, Inc., a California corporation
By: _____ Richard O'Brien, Mayor	By: _____ Darryl Browman, President
Date: _____	Date: _____
APPROVED AS TO FORM:	
By: _____ Tom Hallinan, City Attorney	
ATTEST:	
By: _____ Annabelle Aguilar, City Clerk	

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
LEGAL DESCRIPTION OF SUBJECT PROPERTY

The land referred to in this Agreement is situated in the unincorporated area of County of Stanislaus, State of California, and is described as follows:

BEGINNING AT A POINT 25 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN; AND RUNNING THENCE ON TOWNSHIP LINE NORTH 89° 15' WEST 39.666 CHAINS TO THE QUARTER CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 9 EAST, AND SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST; THENCE ON THE NORTH AND SOUTH QUARTER LINE IN SECTION 34, NORTH 0° 05' WEST 4.11 CHAINS TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE MODESTO IRRIGATION DISTRICT CANAL NO. 6; THENCE ALONG SAID LINE OF RIGHT OF WAY NORTH 49° 34' EAST 17.727 CHAINS; THENCE NORTH 82° 49' EAST 7.954 CHAINS; THENCE NORTH 77° 41' EAST 9.924 CHAINS; THENCE NORTH 62° 32' EAST 9.681 CHAINS TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD BETWEEN SECTIONS 34 AND 35; THENCE ALONG THE WESTERLY LINE OF SAID COUNTY ROAD, SOUTH 23.696 CHAINS TO PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF STANISLAUS BY THE DEED RECORDED MARCH 17, 1935 IN [VOLUME 489 OF OFFICIAL RECORDS AT PAGE 249](#), STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF STANISLAUS BY THE DEED RECORDED DECEMBER 1, 1971 IN [BOOK 2435 OF OFFICIAL RECORDS AT PAGE 11](#), STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERBANK BY THE DEED RECORDED OCTOBER 17, 2003 AS DOCUMENT NO. 2003-0178977, STANISLAUS COUNTY RECORDS.

BEING ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST, LYING SOUTH OF LATERAL NO. 6 OF MODESTO IRRIGATION DISTRICT AND WEST OF THE COUNTY ROAD.

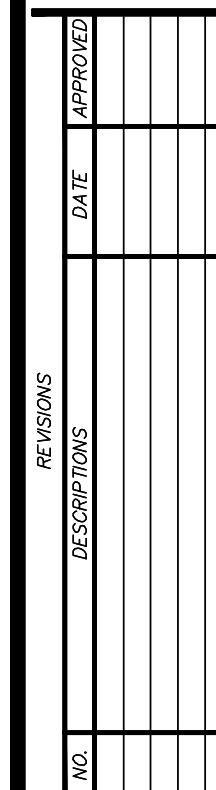
EXCEPTING THEREFROM PORTION OF THE LAND DESCRIBED IN DOCUMENT ENTITLED "FINAL ORDER OF CONDEMNATION" CONVEYED TO THE COUNTY OF STANISLAUS RECORDED ON NOVEMBER 24, 2015 AS INSTRUMENT NO. 2015-0092082-00 OF OFFICIAL RECORDS.

APN: 074-014-007-000

EXHIBIT B

MASTER TENTATIVE LARGE LOT SUBDIVISION MAP

PROPOSED



OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.D.M.

JOB #:	12-1191
DATE:	11/13/2018
SCALE:	1"=200'
DRAWN:	TM

OF



LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.D.M.

	PROJECT BOUNDARY
	PROPOSED RIGHT-OF-WAY
	PROPOSED LOT LINE
	EXISTING LOT LINE
	SECTION LINE
	CENTERLINE
	PARCEL MAP
-PM-	MAPS
-M-	SQUARE FEET
SF	ACRES
AC	EXISTING WATER PUMP
	EXISTING WATER SPIGOT
	EXISTING WELL
	EXISTING CURB, GUTTER & SIDEWALK



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LEGEND:

	PROJECT BOUNDARY
	PROPOSED RIGHT-OF-WAY
	PROPOSED LOT LINE
	EXISTING LOT LINE
	SECTION LINE
	CENTERLINE
	PARCEL MAP
	MAPS
	SQUARE FEET
	ACRES
	EXISTING WATER PUMP
	EXISTING WATER SPIGOT
	EXISTING WELL
	EXISTING CURB, GUTTER & SIDEWALK

APN: 074-014-006

M.I.D. LATERAL NO. 6

HEARTLAND DR

OAKDALE ROAD

CLARIBEL ROAD

APN: 074-014-010

APN: 074-014-009

APN: 082-004-036

APN: 082-004-004

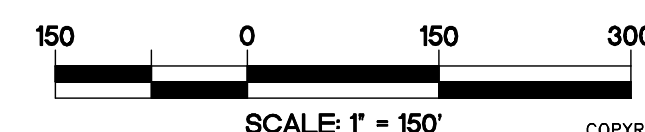
APN:
075-093-053

APN:
075-093-049

APN:
075-093-058

APN:
075-093-060

APN:
083-002-001



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REVISIONS	
NO.	DESCRIPTION

TENTATIVE PARCEL MAP

OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.D.M.

STANISLAUS COUNTY CALIFORNIA

Northstar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3225 Phone (209) 524-3226 Fax

JOB #: 12-1191
DATE: 11/13/2018
SCALE: 1"=150'
DRAWN: TM

SHEET
NUMBER

2

OF

3



LEGEND:

---	PROJECT BOUNDARY
---	PROPOSED RIGHT-OF-WAY
---	PROPOSED LOT LINE
---	EXISTING LOT LINE
---	SECTION LINE
---	CENTERLINE
-PM-	PARCEL MAP
-M-	MAPS
SF	SQUARE FEET
AC	ACRES
PUMP	EXISTING WATER PUMP
HB	EXISTING WATER SPIGOT
WELL	EXISTING WELL
---	EXISTING CURB, GUTTER & SIDEWALK

NOTE:

1. ALL EXISTING BUILDINGS TO BE REMOVED
2. ALL EXISTING PUBLIC UTILITIES TO REMAIN ARE TO BE PLACED UNDERGROUND IN EASEMENTS.
3. ALL EXISTING IRRIGATION FACILITIES ALONG OAKDALE ROAD TO BE REMOVED/ABANDONED PER M.I.D. REQUIREMENTS.

APN: 074-014-006

M.I.D. LATERAL NO. 6

HEARTLAND DR

OAKDALE ROAD

CLARIBEL ROAD

APN: 074-014-010

APN: 074-014-009

APN: 082-004-036

APN: 082-004-004

APN: 075-093-053

APN: 075-093-049

APN: 075-093-058

APN: 075-093-060

APN: 083-002-001

EXISTING IRRIGATION LINE

EXISTING SHED

EXISTING BARN

EXISTING BARN

EX. BARN

EXISTING SHOP

EX. POLE BARN

EXISTING SHED

EXISTING SEPTIC SYSTEM

150 0 150 300

SCALE: 1" = 150'

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REVISIONS		
NO.	DESCRIPTIONS	DATE

TENTATIVE PARCEL MAP

OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.D.M.

STANISLAUS COUNTY CALIFORNIA

Northstar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3225 Phone (209) 524-3226 Fax

JOB #: 12-1191
DATE: 11/13/2018
SCALE: 1"=150'
DRAWN: TM

SHEET
NUMBER

3

OF **3**

EXHIBIT C
CONDITIONS OF APPROVAL

STANDARD CONDITIONS

A. General Conditions

All projects must meet the following standard conditions unless specifically exempted by the Planning Commission and/or City Council.

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 prior to implementation.
2. The applicant shall secure and comply with all applicable federal, state and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
3. The applicant shall comply with all regulations and code requirements of the Community Development Director, City Engineer, Building Official, Stanislaus Consolidated Fire Protection District, the Police Chief 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 grading and 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, grading, building design, building colors or materials, etc.
5. Final maps and/or site development plans shall be in substantial conformance to the approved tentative map/site plan and must be submitted, in English units, to the City Engineering Department for review and approval. Maps 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 final maps and/or site development plans.
6. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site, either wind or water, during the construction and operation of the project covered by this approval.

7. Should the project be found, at any time, not to be in compliance with any of the Conditions of Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents 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.
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 permit.
9. The hours of construction, including equipment warm-up, shall be limited to 7:00 a.m. -6:30 p.m. on weekdays and 8:00 a.m. - 5:00 p.m. on weekends and legal holidays.
10. Development of the property must conform to the plans as submitted with revisions as specified by the City of Riverbank City Council and / or Planning Commission.
11. All new construction requires building permits in accordance with all applicable building and fire codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Community Development Department.
12. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable building and fire codes.
13. Drainage and / or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and storm water management dedication and / or improvements may be required.
14. If the property is located in a flood zone, a drainage study must be submitted to and approved by the Floodplain Administrator prior to any permits being issued.
15. Fire hydrants must be provided in compliance with Fire Department specifications and a three foot fire hydrant, a 10 foot PUE is typically required and the fire hydrant can be in that easement if it cannot be within the right of way easement, which is required around all street frontage lot lines. Waivers of street improvements do not waive fire hydrant requirements.
16. All necessary utility easements shall be retained or reserved.
17. Mobile homes and / or manufactured housing require building permits before they are moved and inspection for the California Safety Seal prior to occupancy.
18. Approval of this application does not constitute approval of any other entitlement or any other necessary permit, license, or approval.

19. Except as provided and/or limited in the Development Agreement the developer shall pay all applicable processing fees, permit fees, City development fees, fire fees, school fees, drainage fees and other non-Riverbank public entity fees in effect at the time of the issuance of the applicable permit.
20. The property owner/manager/HOA shall be responsible for the maintenance of all common areas, such as landscaping, parking, private access roads, and private easements.
21. With respect to any third party claim, action, or proceeding against the City, its officials, employees, or agents relating to the action of the City in reviewing or approving entitlements related to the Project, the Developer agrees to indemnify, hold harmless and defend the City and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any third-party challenges to the project approvals, property damage or personal injury, including death, which may arise as a result of any negligent acts or omissions by Developer or Developer's contractors, subcontractors, agents, or employees in connection with the construction, or improvement of the Project.
22. In the event any legal action or special proceeding is commenced by any person or entity challenging any agreements between Developer and City, any entitlement or component of the Project such as the Project EIR, or any other City approval for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation. Upon the commencement of Project Litigation, Developer will indemnify and hold harmless the City from all costs and expenses incurred related thereto, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to the City within thirty (30) days of receiving a written request and accounting of such fees and expenses from the City. Notwithstanding the aforementioned, City may request a deposit to cover City's reasonably anticipated Project Litigation fees and costs, and Developer will provide such deposit to City within seven (7) days of any such request.
23. It is required by State Law (Business and Professional Code Section No. 5537 & 5538 and Section 302(b) of the Uniform Building Code) that all commercial buildings, new or existing must have a licensed professional designer (Architect, Civil or Structural Engineer) to design all changes of use or occupancy as well as new construction.
24. It is the responsibility of the applicant or developer to check with each outside agency for requirements that may pertain to their project.
25. The applicant shall pay school fees in accordance with the adopted fee schedule, or as otherwise negotiated with the affected school district before issuance of building

permit. Applicant shall present evidence of School District compliance to the City of Riverbank.

26. The commercial portion of the project shall annex into a Maintenance Community Facility District (CFD) for the on-going maintenance of the public lighting, public landscape areas such as parks, landscape medians and parkway strips, streets and storm drainage facilities. provided that the developer shall elect which method in the Specific Plan it will use to fund such items, which chosen method shall be reasonably reviewed and approved by the City prior to issuance of the first building permit for the project or such later date as determined by the City. The residential portion of the project shall annex into a Maintenance Community Facility District (CFD) for the on-going public services operations including Police services, public road, storm, landscaping and lighting maintenance, provided that the developer shall elect which method in the Specific Plan it will use to fund such items, which chosen method shall be reasonably reviewed and approved by the City prior to issuance of the first building permit for the project or such later date as determined by the City.
27. Where required, automatic fire sprinkler systems shall be designated and installed in compliance with NFPA (National Fire Protection Association) standards. Fire Department Connections (FDC's) shall be located within 50 feet of a fire hydrant.
28. The grade of the fire apparatus access road shall be within the limits established by the code official based on fire apparatus. (Shall not exceed 10 percent.)
29. Fire apparatus access roads shall be designated and maintained to support the imposed loads of fire apparatus (75,000 pounds) and shall be surfaced so as to provide all-weather driving capabilities.
30. Where applicable, NO PARKING – FIRE LANE signage and/or marking(s) shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof.

B. Improvement Plans

1. All underground utilities shall be installed in conformance with existing City policy including without limitation the City of Riverbank Subdivision and Zoning Ordinances.
2. Right of way or easement acquisitions necessary to implement any portion of this map, and/or site development plan, including public improvements, shall be obtained by the developer at its sole expense prior to the City's consideration of the final map which encompasses the particular improvement. The developer shall notify the City in writing no more than 120 days and no less than 60 days in advance of filing the final map related to the acquisition if City assistance is needed to complete the acquisition pursuant to Government Code Section 66462.5. Funds in an amount of 100% of the estimated acquisition costs shall be deposited with the City to cover appraisal, right of way agent, and legal fees and costs incurred to secure the necessary property.

3. Engineering studies, as directed by the Community Development Director, must be complete and on file prior to commencement to plan checking. Developer shall install off-street improvements determined necessary by the City Engineer to provide safe traffic conditions.
4. With respect to residential development, no additional water studies shall be applicable, unless the Public Works Director determines, in its reasonable discretion, that a water capacity issue shall exist with the addition of the proposed residential development of the Project. This condition shall not apply to commercial development.
5. Developer shall underground existing and required on and off-site utilities as specified in the Municipal Code or as deemed necessary by the City Engineer.
6. All site development shall comply with all applicable provisions of the City of Riverbank Municipal Code as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval of that permit, except to the extent set forth in the Crossroads West Specific Plan, Preliminary Development Plan and/or Development Agreement.
7. The developer shall provide and show on the final map and/or site development plan all necessary easements for access, streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation facilities and other facilities as requested by the City.
8. The final map and/or site development plan and all related documents shall comply with all regulations and requirements of the Riverbank Municipal Code, unless otherwise set forth in the Crossroads West Specific Plan, Development Agreement and/or Preliminary Development Plan.
9. Meters, hydrants, poles, etc. shall be located clear of the sidewalk and driveways or as determined by the City Engineer. Final locations and the number of such facilities shall be determined at the time the improvement plans are reviewed.
10. An encroachment permit shall be required for any construction to be done in the public right of way, in public easements, or on lands to be dedicated to the City of Riverbank upon completion of the improvements. The encroachment permit shall be obtained prior to the start of said work. The permit fees shall be determined per the current adopted development fee schedule.
11. Due to LID requirements, on site storage, retention/detention should be permitted.
12. Any portion of the drainage system that conveys runoff from public streets shall be installed within a dedicated drainage easement or public street.

13. The developer shall provide joint trenching for telephone, gas, and electric service for every parcel.
14. All improvements, public and private, shall be designed and constructed in accordance with the most recent edition of the Standard Plans and Specifications all applicable state and local ordinances, standards and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.
15. All public improvements proposed by the developer or required through these conditions of approval shall be completed and accepted by the City in compliance with the phasing plan set forth in the Preliminary Development Plan and/or Development Agreement; if no time schedule is provided, then said public improvements shall be installed no later than the Certificate of Occupancy for the applicable building. The developer may apply to the City for a Subdivision Improvement Agreement or Deferred Improvement Agreement in order to postpone completion of the public improvements. In any event, the City shall require the developer to guarantee the performance of the improvements and payment of labor and materials by furnishing security in a form acceptable to the City, or as provided in the Improvement Agreement.
16. Developer shall ensure finished pad elevations are at a minimum one foot above the 100-year base flood elevation as shown on the latest Federal Emergency Management Agency (FEMA) floodplain maps for Stanislaus County, California. The developer shall be responsible for all necessary activities, applications, documentation and costs to amend floodplain maps for their development. [Letter of Map Amendment Revision (LOMAR)], and for obtaining a Floodplain Permit from the Community Development Director for all projects on parcels identified in Zone 'A' on the FEMA Flood Insurance Rate Maps for the City of Riverbank. Application for LOMAR shall be prepared and submitted by the developer prior to grading permit issuance or final map approval, whichever occurs first.
17. Detailed plans reflecting the design and construction of all public infrastructure improvements for street, sewer, water, and storm drain, both on- and off-site, shall be in conformance with the adopted Infrastructure Master Plans and as directed by the City Engineer. Developer shall have written approval from the City Engineer for any variations from the City's Master Plans prior to any final map or plan approval.
18. The subdivider shall submit plans and specifications for improvements of all public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage facilities to the Department of Public Works for approval by the City Engineer.
19. Street alignments and grades, including the change of any existing or proposed street alignment and grade, shall be as required by the Community Development Director and the City Engineer.

20. For public streets the exact depth of imported base material shall be based on soil tests recommendations which have been approved by the Director of the Department of Public Works. Private streets and drive isles shall be designed to support the structural loads associated with fire trucks as determined by the Public Works Director in consultation with Stanislaus Consolidated Fire District.
21. Sight distance requirements at all street intersections shall conform to City Standards.
22. If the improvement plans show a need to excavate in any public road right-of-way, the developer shall place a cash deposit with the Department of Public Works to ensure that any damage to the existing roadway is repaired in a timely manner.
23. Portland cement concrete cross gutters or culverts shall be installed where water crosses the roadways.
24. An adequate energy dissipater shall be constructed at the outlet of the storm drain, or verification shall be provided that such improvement is not needed.
25. Hydrology and hydraulic calculations for determining the storm system design, with water surface profile and adequate field survey cross section data, shall be provided satisfactory to the Director of the Department of Public Works, or verification shall be provided that such calculations are not needed.
26. With respect to future residential development in the Project, no additional storm water and/or sewer system capacity studies (as applicable), shall be required of a proposed residential development, unless the public works director determines, in its reasonable determination, that a storm drainage capacity or sewer capacity issue exists with the addition of the development of the presently proposed residential project. Developer requirement shall be limited to addressing the capacity issue(s) caused by its development. This condition shall not apply to commercial development.
27. Prior to project acceptance of each final map, the developer shall supply the City with an ACAD computer disk file showing plans that reflect the project as it was built (As-Builts) to the satisfaction of the City Engineer.
28. The installation (if required) of all gas, electric, sewer, and water lines and any other below surface utilities is to take place before the installation of any concrete curbs, gutter, sidewalks, and the surfacing of the streets.
29. All walls adjacent to public right-of-ways and canals shall be as provided for in the Crossroads West Specific Plan with decorative treatment, subject to approval by the Community Development Director.
30. The design of any masonry sound wall shall be approved by the Community Development Department. It shall match or harmonize with existing sound walls of neighboring projects along that street.

C. Grading Plans

1. Prior to the issuance of a grading permit, the applicant shall submit a geotechnical report to the City Engineer, Subdivision and Grading, for approval. The report shall include the information and be in the form as required by the City Engineer
2. Prior to the issuance of any preliminary grading permits, the applicant shall provide evidence to the City Engineer, that the Vector Control District has surveyed the site to determine if vector control measures are necessary. If the District determines measures are warranted, the applicant shall conduct such measures in a manner meeting the approval of the City Engineer.
3. Prior to the issuance of any grading permit or revisions thereto, the Community Development Director shall determine that the proposed grading is consistent with the grading depicted within this approved planning application.
4. The sub divider shall submit grading plans, a permit application, and plan check and inspection fees and deposits to the Department of Public Works. Grading plans shall be approved prior to or concurrently with the approval of the Improvement Plans.
5. The grading plan for residential development shall contain a certificate signed by a registered civil engineer that the grading plan has preserved a minimum of 100 square feet of solar access for each lot created by this subdivision pursuant to Section 81.401(n) of the Subdivision Ordinance.
6. Finished grading shall be certified by a registered civil engineer and inspected by the City Engineer for drainage clearance. Approval of rough grading does not certify finished grading due to potential surface drainage problems that may be created by landscaping accomplished after rough grading certification.
7. Developer shall provide written notification to adjacent property owners for any drainage work required to collect or convey storm water runoff, which may or will affect their properties.
8. 6" high Portland Concrete Cement curbing shall be provided between all driveways and landscaped areas as indicated in the City of Riverbank Standard Plans and Specifications. In addition to above, curbing between length of parking space and landscaped area shall include a 12" wide "Courtesy Curb." Curb Cuts shall be allowed to conform to LID Standards.
9. During construction water trucks or sprinkler systems are to be used in sufficient quantities to prevent dust from leaving the site during any earthmoving and/or construction activities.

D. Architecture – The following design criteria conditions shall comply with Section 8.1 of the Crossroads West Specific Plan regarding architecture. In the

event the following design criteria conditions conflict with and/or are inconsistent with the applicable Crossroads West Specific Plan design criteria and/or Development Agreement, the Crossroads West Specific Plan design criteria and/or Development Agreement shall control:

1. All mechanical, irrigation, ground and/or roof mounted equipment shall be architecturally screened from view from all public right-of-ways prior to issuance of certificate of occupancy.
2. All trash enclosures shall be constructed of masonry material with self-enclosing doors and have a second access and a sloped roof. The enclosure shall have materials and colors consistent with the primary building.
3. All vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted or finished to match the color of the adjacent surface unless otherwise directed by the Planning Commission.
4. Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a material in harmony with the exterior of the building.
5. Finish quality of exterior design elements including, but not limited to, building façade landscaping shall be subject to approval of the Community Development Director prior to issuance of Certificate of Occupancy.
6. All signs shall be submitted to the Community Development Director for design review per the sign ordinance of the Riverbank Municipal Code.
7. All outdoor mechanical equipment, satellite dishes, fire main and all rooftop equipment shall be fully visually screened upon installation subject to the approval of the Community Development Department. Screening devices shall be shown on construction and/or landscape plans.
8. All 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.
9. For residential projects, the CC&R’s shall restrict the storage of recreational vehicles on this site or parcels unless they are the principle source of transportation for the owner and prohibit parking on the public street for long than 72 hours.

E. Landscaping

1. Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Community Development Director prior to Certificate of Occupancy.

2. The area under the drip line of all existing trees, which are to be saved, shall be fenced during construction. Grading shall be restricted under them to prevent soil compaction around the trees and to protect them from damage.
3. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.
4. Final inspection for occupancy permits will not be granted until all construction and landscaping is complete in accordance with approved plans or as approved by the Community Development Director.
5. All landscape areas shall be maintained in a healthy, thriving and weed free condition.
6. The site shall be maintained in a neat and clean manner free of trash and debris.
7. All walls adjacent to public right-of-ways shall be provided with decorative treatment, subject to approval by the Community Development Director. Walls shall match or harmonize with existing sound walls of neighboring projects along that street.

F. Minimum Construction Site Management Practices

1. **(Projects involving land disturbances of less than five (5) acres)** – During construction activities, the project sponsor shall reduce or prevent to the maximum extent practicable the direct or indirect discharge of any pollutant into the storm drain system utilizing best management practices contained in the California Storm Water Best Management Practices Handbook for Construction Activities. Construction activities include, but are not limited to: watering operations; roadwork and paving operations; concrete and painting; structure construction and painting; construction material storage and handling; construction waste/debris storage and disposal; and, construction equipment/vehicle cleaning, maintenance and fueling operations. The project sponsor is also responsible for training all contractors and subcontractors on the best management practices which are identified in the California Storm Water Best Management Practices Handbook for Construction Activities which will be available at the pre-construct meeting of the project.

Or

2. **(Projects involving land disturbances of five (5) acres or more)** – Prior to commencement of any site work that will result in a land disturbance of five acres or more, the project sponsor shall submit to the City a copy of the Notice of Intent (NOI) sent to the State Water Resources Control Board and the Storm water Pollution Prevention Plan (SWPPP) prepared for the project, as required by the State's General Construction Activity Permit.
3. All storm drains, which serve the site, shall be protected from spills and soil runoff (from unpaved parking areas). The applicant may use "Any Source Control" BMP (Best Management Practice) as listed in the California Storm Water Best Management Practice Handbook for storm water run-off for commercial and industrial sites. Storm drains will be inspected periodically.
4. The applicant shall comply with the regulations and code requirements of other outside regulatory agencies having lawful jurisdiction and regulatory authority over the project. If required, the applicant shall be responsible to ensure that these outside, non-City agencies are supplied copies of the final building and site plans.
5. Developer shall provide written notification to adjacent property owners for any drainage work required to collect or convey storm water runoff, which may or will affect their properties
6. Developer shall underground existing and required on and off-site utilities as deemed necessary by the Public Works Department.
7. All off-site development shall comply with all applicable provisions of the Riverbank Municipal Code as determined by the City Engineer. Issuance of an encroachment permit will be required whereby specific engineering requirements will be made as conditions of approval of that permit.

TENTATIVE MAP CONDITIONS

1. Applicant is responsible for street name signs in accordance with City of Riverbank Standards.
2. All subsequent maps shall plot dedication and/or the relinquishment of all effected utility easements or developer may dedicate such land and easements separately via a deed instrument approved by the City Engineer.
3. If applicable, all beneficiaries of record to sign a consent statement to record with the Final Map.
4. The sub divider of residential projects shall record CC&R's at the time of recordation of the final parcel map creating the individual lots of this subdivision. The CC&R's will provide for a manager to be responsible for maintenance and repair, with each lot

owner responsible for its pro rata share of the maintenance costs. The manager may be an owner, a third party manager designated by the owners, or a special purpose entity such as an owners' association. The CC&R's shall be subject to the review and approval of the City Attorney and Community Development Director prior to recordation of the final parcel map.

5. The City of Riverbank Police Department shall have the authority to enforce the State Vehicle Code on private streets within this subdivision. This enforcement shall commence only upon receipt of a written request from the developer or individual homeowners in the subdivision. The requesting party shall pay all costs associated with posting the private streets as required by the State Vehicle Code. The Police Department shall have the authority to enforce the State Vehicle Code and all Riverbank laws on future public roads offered for dedication, but not yet accepted by the City.
6. CC&R's (Covenants, Conditions and Restrictions) for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.
7. Except as shown on the approved tentative map or as modified by the conditions contained herein, all public street, public thoroughfare or public highway improvements shall be constructed as required in the Riverbank Municipal Code and the City Engineering Department's Standard Plans and Specifications. Any adopted precise section not referenced in the General Plan shall be constructed as directed by the City Engineer.
8. All public streets and public alleys shall be irrevocably offered for dedication and improved to City standards. Street names shall be reflected on the final map and shall be approved by the Community Development Department.
9. Prior to approval of the final map the developer shall form or annex into a street lighting and landscape maintenance district, or some alternative financing mechanism acceptable to the City, for maintenance of all street lights and landscaping within or adjacent to the site.
10. In conjunction with the recordation of the map (or by separate instrument), the developer shall provide all necessary easements for streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation district facilities, fiber optics and other facilities as required by the City or serving utility. Utility easements shall be a minimum of a clear ten feet (10') for one utility and a clear twenty feet (20') for two or more utilities or as specified by basic engineering design guidelines. The easement widths identified are minimums and in certain circumstances, additional easement widths may be required as determined by the City Engineer.

11. The developer shall comply with Government Code Section 66436(a) (3) before approval of each final map, and shall provide “no objection” letters from the public entity or utility to the satisfaction of the City Engineer.
12. The subdivider shall construct or agree to construct the public improvements and private road improvements illustrated on Exhibit F in the Development Agreement, phased as applicable, and as outlined in the Development Agreement. The final improvement plans shall be approved by the City Engineer.
13. If the subdivider desires site addresses for the lots created by the subdivision, the subdivider is to furnish a true scale Final Map to the City. Said map is to show driveway locations for all lots and street names for all streets.
14. All new and existing utility distribution facilities, including cable television lines, within the boundaries of the residential subdivision or within any half street abutting the residential subdivision, shall be placed underground; provided, however, that all transformers, PIVs and FDCs located within and/or serving any portion of the commercial property may, at developer’s discretion, be placed above ground provided the landscaping plans provide adequate screening as determined by the Community Development Director. The subdivider is responsible for complying with the requirements of this condition, and shall make the necessary arrangements with each of the serving utilities, including licensed cable television operators, for the installation of such facilities.
15. The subdivider shall provide for a drainage system capable of handling and disposing of all surface water originating within the subdivision and all surface water that may flow onto the subdivision from adjacent lands. Said drainage system shall include any easements and structures required by the City Engineer to properly handle the drainage, and shall be designed so as to prevent ponding of surface water that would create a public health hazard or nuisance.
16. The applicant shall construct and improve the pedestrian circulation system to the following design standards to the satisfaction of the Community Development Director, to the extent such standards are not inconsistent and/or in conflict with the Specific Plan:
 - a. The pedestrian system shall provide a minimum eight feet (8') of landscaping of trees and shrubs between the sidewalk and curbing of any street on all projects.
 - b. Sidewalk surface shall consist of pervious concrete, or other pervious material approved by the Community Development Director.
 - c. Sidewalk gradients shall not exceed 15 percent. Where natural grades exceed 15 percent, sufficient width for switchbacks shall be provided to accommodate a 15 percent gradient path.

- d. Sidewalks shall intersect roads at approximately 90-degree angles.
 - e. The sidewalk system shall be continuous through the subdivision.
 - f. Points where sidewalk exists, the subdivision shall be coordinated with existing or planned sidewalk locations on adjacent property.
17. Notwithstanding any grading/elevations that are shown on the tentative map, or the provisions of the City of Riverbank Municipal Code, approval of this tentative map does not authorize the issuance of any grading permits.
18. The sub-divider shall deposit with the City the required fees at the time the lot grading plan or improvement is submitted. The deposit will be made with whichever plan is first submitted. Said deposit shall be used to cover the cost of site inspection by the City to determine whether any geologic hazard exists and, if such is found, to review the geologic report prepared by the developer's engineering geologist. The developer shall reimburse the Department of Public Works for any cost in excess of the deposit prior to recording the Final Map. Any unused portion of the deposit will be refunded.

FINAL MAP RECORDATION

1. The Final Map shall show the dedication of all onsite drainage easements, including easements for access thereto, and show monumentation for such easements, as required by the Public Works Director, or verify that no easements are required.
2. The Final Map shall include the entire area shown on the Tentative Map and shall not be filed as units or groups of units.
3. Final Maps may be filed as units or groups of units, provided that there will be a minimum six-week interval between approval of each Final Map. Lot design on the Final Map shall be in substantial conformance to that shown on the Tentative Map. Lot 1 shall be in Unit 1, and the lot number sequencing shall correspond with unit sequencing. The highest numbered lot shall be in the last unit.
4. The sub divider shall accomplish the following prior to approval of the Final Map by the City Council:
 - a. Provide the Department of Public Works with standard forms approved by the Community Development Director stating that the applicable agency or agencies have provided commitment to the site for such public facilities that are required for the subdivision (including, but not necessarily limited to, water and sewer services).]
 - b. Provide the City with a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: (a) they have received from the developer a copy of the proposed map; (b) they object or do not object to the filing of the map without their signature; (c) in case of a street dedication affected by their existing easement, they will sign a "subordination certificate" or "joint-use certificate" on the map when required by the governing body. In addition, the sub divider shall furnish proof to the satisfaction of the City Engineer

- that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the Tentative Map.
- c. Grant to the appropriate agency, by recorded document, all required offsite easements and all onsite water main easements that serve fire hydrants, or furnish a letter from said agency that none are required.
 - d. Provide the Department of Public Works with evidence that any offer of dedication or grant of right-of-way shall be free of all encumbrances or subordinated at the time of recordation of the Final Map.
 - e. If the sub divider does not have the real property rights necessary for public access or the construction of required improvements, he/she shall request the Planning Commission to direct City staff to begin eminent domain proceedings for acquisition of said property rights in accordance with Board Policy J-33. The developer shall agree to pay full City costs of eminent domain proceedings, including all easement costs. The developer shall also agree to construct required improvements within said easement.
 - f. Pay off all existing deficit accounts associated with processing this application to the satisfaction of the City

PRELIMINARY DEVELOPMENT PLAN

SPECIAL CONDITIONS OF APPROVAL

1. The Crossroads West Specific Plan ("CWSP") modifies the permitted use, development standards, and other regulations of the City of Riverbank Municipal Code ("Municipal Code"). In these cases, the standards and regulations provided in the CWSP supersede those in the Municipal Code. Where the CWSP is silent, regulations in the Municipal Code remain applicable. If a conflict occurs between the requirements of the CWSP and the Municipal Code, the requirements of the CWSP shall control.
2. The CWSP includes plans, standards and guidelines that supplement the City of Riverbank's adopted Standard Specifications. If a conflict occurs between the requirements of CWSP and the City of Riverbank's Standard Specifications, the requirements of the CWSP shall control.
3. The PDP Application is found to be in compliance with the CWSP in that it provides for a maximum 550,000 square feet of retail/commercial space, or in the alternative, no more than 360,000 square feet of retail/commercial space and 350 residential units.
4. Proposals to construct on a parcel of land in the Project shall be subject to staff level site plan review by the Development Director prior to issuance of a building permit. This review shall be limited to compliance with the Design Guidelines in Chapter 8 of the CWSP (the "Design Guidelines"). This condition shall exclude maps for residential, detached housing.
5. In any instance where there is a conflict between the CWSP (Development Standards and Design Guidelines) and City Zoning Ordinance, the CWSP shall supersede and govern development within the Project.
6. These Conditions of Approval have been drafted to apply to the current approved PDP. The PDP is a commercial plan, showing the general building locations, access, and infrastructure. In addition, consistent with the CWSP, this PDP also permits the conversion of areas within the Project to residential development. Development of the PDP will occur incrementally over an extended 20 or more years. As such, when an actual residential project is submitted or proposed, these conditions of approval for the PDP may be modified by staff as necessary to meet their overall intent of CWSP. As long as a finding of general compliance with the CWSP can be made, no further public hearings will be needed to modify these conditions to incorporate the residential project proposed. If a residential project is proposed that requires a new tentative map to create a residential

subdivision, that map will be processed consistent with the process and requirements of the CWSP and such other applicable Municipal Code.

7. The individual tenants or occupants of the retail center shall have the right, at their option, to operate twenty-four (24) hours per day, seven (7) days per week, except for bars and taverns which shall be defined as uses in which more than 50% of its gross receipts are from the sale of alcohol for on-premises consumption.
8. Outside sales or storage of goods and merchandise shall be permitted on the sidewalks adjacent to buildings and in the parking areas. All storage in the parking lot shall also be required to comply with the Design Guidelines in Section 8.1 of the CWSP.
9. Upon approval of the PDP, all future proposed entitlements, including, without limitation, development plans, site plans, and phased tentative map approvals shall be approved by the Community Development Director at a staff level and without a need for a public hearing, provided they are found by the Community Development Director to be consistent with the requirements of the CWSP and Development Agreement.
10. Developer shall only be required to construct those certain offsite improvements identified on Exhibit F of the Development Agreement. Developer shall have the right to phase the construction of such improvements consistent with the Phasing Plan attached to the Development Agreement as Exhibit F. Developer shall have no other offsite obligation to construct any other offsite improvement as part of the Project. The Development Director may require modifications to the offsite improvements on Exhibit F, to the extent required to make such offsite improvements safe.
11. All future site plans, phased tentative maps, and/or development applications shall be reviewed by the Development Director for consistency with the applicable provisions of the CWSP, including, without limitation the following matters: (a) architectural design of buildings, (b) landscaping designs, (c) circulation and parking layout, (d) phasing of infrastructure improvements, and (e) signage requirements. If the Development Director finds such future entitlements to be substantially consistent with the CWSP, then the application shall be approved at staff level. Any item deemed not to be in substantial compliance with the CWSP shall be referred to the Planning Commission for approval. Any appeal of the Planning Commission decision shall be heard by City Council.
12. Outdoor seating and dining in the common areas of the Project shall be permitted. Additionally, outdoor plazas shall be permitted and encouraged.

13. Two gas stations shall be permitted on the property, subject only to verification by the Development Director that the site plan and elevations are consistent with the CWSP. Neither gas station shall be required to provide a compressed natural gas fueling station as a part of the gas station facility.
14. The Sign Criteria Package attached to the CWSP is approved as the controlling sign requirements for the Project.
15. The operation of drive-thru uses 24 hours per day, seven (7) days per week are permitted within the Project subject to meeting the applicable Design Guidelines in Section 8.1 of the CWSP.
16. The Project conceptual design set forth in the CWSP is approved. Further, any future design review shall be conducted at a staff level and such design review shall relate only to the visual appearance of the buildings taking into account items such as colors, materials and various finishes of the individual buildings screening and consistency with the Design Guidelines as set forth in Section 8.1 of the CWSP. The Design Review shall be limited to only those items set forth in the CWSP. Design Review shall not include or relate to any matters concerning the use or operation of any tenant.
17. Sit down restaurant and quick service food tenants shall be permitted to sell alcoholic beverages for on and off premises consumption as a part of their operation as a food service business where such alcohol sale licenses have been approved by City Council.
18. The PDP shall be valid for 20 years from the date of approval of the PDP and shall be considered vested with construction of substantial improvements on or offsite of the Project in support of the approved Project. Substantial improvements shall mean on and/or offsite improvements which cost in the aggregate in excess of \$250,000 or more.
19. City water and sewer capacities shall be reserved and prioritized for the maximum buildout of the Project, including all commercial and mixed-use development (residential and/or commercial uses), as permitted in the CWSP.
20. Storm drain fees for the Project are not applicable, as Developer will be constructing a storm drain facility at the Project and also connecting into the existing Crossroads Shopping Center basin.

EXHIBIT D
PROJECT-SPECIFIC MMRP

ENVIRONMENTAL IMPACT		MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
		AESTHETICS AND VISUAL RESOURCES				
Impact 3.1-3: Project implementation may result in light and glare impacts.		Mitigation Measure 3.1-1: A lighting plan shall be prepared for each phase of development. The lighting plan shall demonstrate that the lighting systems and other exterior lighting throughout the phase of development has been designed to minimize light spillage onto adjacent properties to the greatest extent feasible. Use of LED lighting or other proven energy efficient lighting shall be required for facilities to be dedicated to the City of Riverbank for maintenance.	YES	City of Riverbank Development Services Department	Prior to the approval of the Site Plan review for each phase	
		AGRICULTURAL RESOURCES				
Impact 3.2-1: The proposed Project has the potential to result in the conversion of Farmlands, including Prime Farmland, Unique Farmland, and Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses.		Mitigation Measure 3.2-1: Prior to the issuance of grading permits, building permits, or final map approval on the subject residential property, the Project applicant shall secure permanent protection of offsite farmland based on a 1:1 ratio to the amount of gross Farmland converted as a result of Project development, consistent with the requirements of the City's Sustainable Agricultural Strategy. The acreage requiring agricultural mitigation shall be equal to the portion of the project site dedicated to residential uses which would be subject to the discretionary development entitlement and lands designated as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland. Permanent preservation shall consist of the purchase of agricultural conservation easements granted in perpetuity from willing seller(s), enforceable deed restrictions, purchase of banked mitigation credits, or other conservation mechanisms acceptable to the City. Land set aside for permanent preservation shall: (1) be of equal or better soil quality, have a dependable and sustainable supply of irrigation water, and be located within Stanislaus County; and (2) not be previously encumbered by a conservation easement of any nature. The permanent protection of farmland shall be accomplished by either: (1) the landowner/developer working directly with an established farmland trust or similar organization, such as the Central Valley Farmland Trust, and providing certification satisfactory to the City that such lands have been permanently	APPLIES TO LAND USED FOR RESIDENTIAL PROJECTS ONLY.	City of Riverbank Development Services Department	Prior to the issuance of grading permits, building permits, or final map approval on the subject residential property	

ENVIRONMENTAL IMPACT		MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
		preserved at the specified ratio; or (2) it is the City's intent to work with a qualified land trust or similar organization, such as the Central Valley Farmland Trust, to establish a fee for agricultural land conservation easements. Mitigation Measure 3.2-2: Prior to the conversion of agricultural lands in the Plan Area, the Project applicant shall participate in the Stanislaus LAFCo's Agricultural Preservation Policy (as amended on March 25, 2015), consistent with the City's Sustainable Agricultural Strategy. The Project applicant shall prepare a "Plan for Agricultural Preservation", which shall include information such as the Project's direct and indirect impacts to agricultural resources, the availability of other lands in the City of Riverbank's existing boundaries, and relevant General Plan policies. The Plan shall also specify the method or strategy proposed to minimize the loss of agricultural lands. The information provided in the Plan shall be consistent with the environmental documentation prepared by the City.	APPLIES TO LAND USED FOR RESIDENTIAL PROJECTS ONLY	Stanislaus LAFCo	Prior to the conversion of agricultural lands in the Plan Area	
Impact 3.2-3: The proposed Project has the potential to result in conflicts with adjacent agricultural lands or indirectly cause conversion of agricultural lands.		Mitigation Measure 3.2-3: Prior to approval of any Final Maps, "Right to Farm" language shall be presented to the City for approval and recordation against the affected property. The proposed language shall contain the following statement: "All persons purchasing lots within the boundaries of this approved map should be prepared to accept the inconveniences associated with agricultural operations, such as noise, odors, flies, dust or fumes. Stanislaus County has determined that such inconveniences shall not be considered to be a nuisance if agricultural operations are consistent with accepted customs and standards."	YES	City of Riverbank Development Services Department	Prior to approval of any Final Maps	
AIR QUALITY						
Impact 3.3-1: Project operation has the potential to conflict with or obstruct implementation of an		Mitigation Measure 3.3-1: The Project proponent shall submit an Air Impact Assessment (AIA) application to the San Joaquin Valley Air Pollution Control District in accordance with District Rule 9510 Indirect Source Review (ISR) to obtain AIA approval from the District	YES	San Joaquin Valley Air Pollution	Prior to final approval of improvement	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
applicable air quality plan, cause a violation of an air quality standard, or contribute substantially to an existing or projected air quality violation.	<i>for the phase or Project component that is to be constructed. Prior to the issuance of a building permit of each individual phase or Project component, the Project proponent shall incorporate mitigation measures into the proposed Project and demonstrate compliance with District Rule 9510 including payment of all fees.</i> Mitigation Measure 3.3-2: <i>Prior to the approval of improvement plans, the Project proponent shall incorporate measures that reduce vehicle emissions. The measures will be implemented through project design, conditions of approval, noticing and disclosure statements, or through the City's plan check and inspection process. This mitigation measure is intended to ensure that the best available and practical approaches are used to reduce operational emissions. Appropriate measures shall be selected by the City in consultation with SJVAPCD, and shall include, at a minimum, the following features into the applicable Project plans (e.g. site, engineering, landscaping, etc.):</i> <i>• Provide bus turnouts and transit improvements where requested by the San Joaquin RTD.</i> <i>• Design streets and trails to maximize pedestrian and bicycle connectivity, safety, and access to transit lines, including pedestrian and bicycle signalization, signage and safety designs at signalized intersections.</i> <i>• Provide traffic calming measures on all streets and intersections. Traffic calming features may include marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, narrow roadways, traffic circles, on-street parking, planter strips with streets trees, chicanes/chokers, or other improvements designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips.</i>	YES	Control District City of Riverbank Development Services Department	plans for each phase Prior to the approval of improvement plans for each phase	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	• Provide street lighting along internal roadways and bike lanes/paths, sidewalks. • Provide vanpool parking only spaces and preferential parking for carpools to accommodate carpools and vanpools in employment areas. • Provide bicycle parking areas near the entrance of commercial establishments. • Provide pedestrian signalization, signage and safety designs at signalized intersections. • Require shade trees to shade sidewalks in street-side landscaping areas. Mitigation Measure 3.3-3: Prior the approval of improvement plans, the Project proponent shall prepare and implement, and/or require the implementation of, high-efficiency lighting throughout all portions of the Plan Area (for example: metal halide post top lights, or LEDs, as opposed to typical mercury cobra-head lights). Mitigation Measure 3.3-4: Prior to the approval of improvement plans, the Project proponent shall prepare and implement, and the City shall require the implementation of, the following additional mitigation measures: • Use low-VOC paint (indoor and outdoor, for both residential and non-residential uses). • Use only natural gas hearths (or no hearths). • Apply a Water Conservation Strategy to achieve reductions in outdoor water usage through installation of water-efficient irrigation systems, and landscaping with native and drought-	YES YES	City of Riverbank Development Services Department City of Riverbank Development Services Department	Prior to the approval of improvement plans Prior to the approval of improvement plans	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>tolerant plants that also reduce the need for gas-powered landscape maintenance equipment.</i> <i>Require all flat roofs on non-residential structures to have a white or silver cap sheet to reduce energy demand.</i> <i>Install low flow bathroom faucets.</i> <i>Install low-flow kitchen faucets.</i> <i>Install low-flow toilets.</i> <i>Install low-flow showers.</i> <i>Use water-efficient irrigation systems.</i>				
Impact 3.3-2: Project construction has the potential to cause a violation of an air quality standard or contribute substantially to an existing or projected air quality violation.	Mitigation Measure 3.3-5: <i>To reduce construction-related emissions, the following measures shall be implemented:</i> <i>Prior to year 2025, construction contracts for development in the Plan Area shall specify use of off-road construction equipment that achieves fleet average emissions equal to or less than the Tier III emissions standard of 4.8 NO_x grams per horsepower-hour (g/hp-hr). The fleet average can be achieved through any combination of uncontrolled engines complying with Tier III and above engine standards. Beginning in 2025, construction contracts for development in the Plan Area shall specify use of off-road construction equipment that achieves fleet average emissions equal to or less than the Tier IV emissions standards of NO_x g/hp-hr. The fleet average can be achieved through any combination of controlled engines complying with Tier IV and above engine standards.</i> <i>Prior to issuance of a grading or building permit, the project applicant shall submit a Fugitive Dust Control Plan to SJVAPCD for review and approval. The Fugitive Dust Control</i>	YES YES	City of Riverbank Development Services Department San Joaquin Valley Air Pollution	Prior to issuance of a grading or building permit Prior to issuance of a grading or	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>Plan shall reduce emissions, during construction of PM₁₀ and PM_{2.5} and shall include the following:</i> <i>o Names, addresses and phone numbers of persons responsible for the preparation, submission and implementation of the plan.</i> <i>o Description and location of operations.</i> <i>o Listing of all fugitive dust emissions sources included in the operation.</i> <i>o The following dust control measures shall be implemented:</i> <i>▪ All on-site unpaved roads shall be effectively stabilized using water or chemical stabilizers that can be determined to be as efficient as or more efficient for fugitive dust control than California Air Resources Board approved soil stabilizers, and that shall not increase any other environmental impacts including loss of vegetation.</i> <i>▪ All material excavated or graded will be sufficiently watered to prevent excessive dust. Watering will occur as needed with complete coverage of disturbed areas. The excavated soil piles will be watered as needed to limit dust emissions to less than 20 percent opacity or covered with temporary coverings.</i> <i>▪ Construction activities that occur on unpaved surfaces will be discontinued during windy conditions when winds exceed 25 miles per hour and those activities cause visible dust plumes.</i>		Control District	building permit	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>Construction activities may continue if dust suppression measures are used to minimize visible dust plumes.</i> ▪ <i>Track-out debris onto public paved roads shall not extend 50 feet or more from an active operation and track-out shall be removed or isolated such as behind a locked gate at the conclusion of each workday.</i> ▪ <i>All hauling materials should be moist while being loaded into dump trucks.</i> ▪ <i>All haul trucks hauling soil, sand and other loose material on public roads shall be covered (e.g., with tarps or other enclosures that would reduce fugitive dust emissions).</i> ▪ <i>Soil loads shall be kept below 6 inches of the freeboard of the truck.</i> ▪ <i>Drop heights should be minimized when loaders dump soil into trucks.</i> ▪ <i>Gate seals should be tight on dump trucks.</i> ▪ <i>Traffic speeds on unpaved roads shall be limited to a maximum of 15 miles per hour.</i> ▪ <i>All grading activities shall be suspended when visible dust emissions exceed 20 percent.</i> ▪ <i>Other fugitive dust control measures as necessary to comply with SJVAPCD Rules and Regulations.</i>				

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	Disturbed areas should be minimized.				
	BIOLOGICAL RESOURCES				
Impact 3.4-2: The potential to have direct or indirect effects on special-status reptile and amphibian species.	Mitigation Measure 3.4-1: The project proponent shall implement the following measures to avoid or minimize impacts on western pond turtle: - Ground-disturbing activities in areas of potential pond turtle nesting habitat shall be avoided during the nesting season (April–August), to the extent feasible. - A preconstruction survey for western pond turtles within aquatic habitats and adjacent suitable uplands to be disturbed by project activities shall be conducted by a qualified biologist. In aquatic habitats which may be dewatered during project construction, surveys shall be conducted immediately after dewatering and before any subsequent disturbance. Elsewhere, surveys shall be conducted within 24 hours before project disturbance. - If pond turtles are found during preconstruction surveys, a qualified biologist, with approval from CDFW, shall move the turtles to the nearest suitable habitat outside the area subject to project disturbance. The construction area shall be reinspected whenever a lapse in construction activity of 2 weeks or more has occurred. - Construction personnel performing activities within aquatic habitats and adjacent suitable uplands to be disturbed by project activities shall receive worker environmental awareness training from a qualified biologist to instruct workers to recognize western pond turtle, their habitats, and measures being implemented for its protection.	YES (for any ground disturbance within 200 ft. of MID canal)	City of Riverbank Development Services Department California Department of Fish and Wildlife Qualified Biologist	Prior to commencement of any grading activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	- Construction personnel shall observe a 15-miles-per-hour speed limit on unpaved roads. Mitigation Measure 3.4-2: The project proponent shall implement the following measures to avoid or minimize impacts on giant garter snake: - In areas within 200 feet of any irrigation ditch (potential GGS aquatic habitat) construction will occur during the GGS active season of May 1 through October 1. - Construction personnel shall receive worker environmental awareness training to instruct workers to recognize giant garter snake and their habitats. - Within 24 hours before construction activities, areas within 200 feet of any irrigation ditch (potential GGS aquatic habitat) shall be surveyed for giant garter snake. The survey shall be repeated if a lapse in construction activity of 2 weeks or greater has occurred. If a giant garter snake is encountered during construction, activities within 200 feet of the irrigation ditches shall cease until appropriate corrective measures have been completed or it is determined by the qualified biologist and City staff, in coordination with USFWS and CDFW, that the giant garter snake shall not be harmed. Any sightings shall be reported to USFWS and CDFW immediately. - A biological onsite monitor will be present during initial ground-disturbing activities within 200 feet of any irrigation ditch or potential GGS habitat within the CWSP Plan Area	YES (for any ground disturbance within 200 ft. of MID canal)	City of Riverbank Development Services Department California Department of Fish and Wildlife Qualified Biologist U.S. Fish and Wildlife Service	Prior to commencement of any grading activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	- Construction vehicles would require low-speed limits within such sites to lessen the probability that the species could be run over by vehicles and equipment. - Any aquatic habitat for the snake that is dewatered shall remain dry for at least 15 consecutive days after April 15 and before excavating or filling of the dewatered habitat. If complete dewatering is not possible, potential snake prey (e.g., fish and tadpoles) will be removed so that snakes and other wildlife are not attracted to the construction area. - Giant garter snake aquatic habitat to be avoided (i.e. irrigation ditches) within or adjacent to construction areas will be fenced and designated as environmentally sensitive areas. These areas shall be avoided by all construction personnel.				
Impact 3.4-3: The potential to have direct or indirect effects on special-status bird species.	Mitigation Measure 3.4-3: The project proponent shall implement the following measure to avoid or minimize impacts on western burrowing owl: No less than 14 days before initiating ground disturbance activities, a qualified biologist shall complete an initial take avoidance survey using the recommended methods described in the Detection Surveys section of the March 7, 2012, CDFW Staff Report on Burrowing Owl Mitigation (CDFW 2012). Implementation of avoidance and minimization measures (as presented in the March 7, 2012, CDFW Staff Report on Burrowing Owl Mitigation) would be triggered if the initial take avoidance survey results in positive owl presence in the Plan Area where project activities shall occur. If needed, the development of avoidance and minimization approaches shall be developed in coordination with CDFW.	YES	City of Riverbank Development Services Department Qualified Biologist California Department of Fish and Wildlife	No less than 14 days before initiating ground disturbance activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	Mitigation Measure 3.4-4: The project proponent shall implement the following measures to avoid or minimize impacts on Swainson's hawk: - No more than 30 days before the commencement of construction, a qualified biologist shall perform preconstruction surveys for nesting Swainson's hawk and other raptors during the nesting season (February 1 through August 31). - Appropriate buffers shall be established and maintained around active nest sites during construction activities to avoid nest failure as a result of project activities. The appropriate size and shape of the buffers shall be determined by a qualified biologist, in coordination with CDFW, and may vary depending on the nest location, nest stage, and construction activity. The buffers may be adjusted if a qualified biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified biologist has determined that the young have fledged or the nest site is otherwise no longer in use. - Before the commencement of construction, the project proponent shall provide compensatory mitigation for the permanent loss of Swainson's hawk foraging habitat. Mitigation shall be at the CDFW specified ratios, which are based on distance to nests. The Plan Area's distance to the closest nest currently falls within the range of "within 5 miles of an active nest tree but greater than 1 mile from the nest tree." As such, the Project shall currently be responsible for 0.75 acres of each acre of urban development authorized (0-75:1 ratio). The project proponent shall either provide lands	YES for only those portions of the MU-1 Property which have (i) active and suitable Swainson's hawk foraging habitat that will be adversely affected, and (ii) foraging habitat is within 10 miles of an active Swainson's hawk nest.	City of Riverbank Development Services Department Qualified Biologist California Department of Fish and Wildlife	No more than 30 days before commencement of construction	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk.</i> Mitigation Measure 3.4-5: <i>The project proponent shall implement the following measure to avoid or minimize impacts on other protected bird species that may occur on the site:</i> <i>Preconstruction surveys for active nests of special-status birds shall be conducted by a qualified biologist in all areas of suitable habitat within 500 feet of project disturbance. Surveys shall be conducted within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area.</i> <i>If any active nests, or behaviors indicating that active nests are present, are observed, appropriate buffers around the nest sites shall be determined by a qualified biologist to avoid nest failure resulting from project activities. The size of the buffer shall depend on the species, nest location, nest stage, and specific construction activities to be performed while the nest is active. The buffers may be adjusted if a qualified biologist determines it would not be likely to adversely affect the nest. If buffers are adjusted, monitoring will be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i>	YES	City of Riverbank Development Services Department Qualified Biologist	Prior to ground disturbing activities	
Impact 3.4-4: The potential to result in direct or indirect	Mitigation Measure 3.4-6: <i>The project proponent shall implement the following measures to avoid or minimize impacts on special-status bats:</i>	YES	City of Riverbank Development	If removal of suitable roosting areas (i.e. buildings,	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
effects on special-status mammal species.	<i>If removal of suitable roosting areas (i.e. buildings, trees, shrubs, bridges, etc.) must occur during the bat pupping season (April 1 through July 31), surveys for active maternity roosts shall be conducted by a qualified biologist. The surveys shall be conducted from dusk until dark.</i> <i>If a special-status bat maternity roost is located, appropriate buffers around the roost sites shall be determined by a qualified biologist and implemented to avoid destruction or abandonment of the roost resulting from habitat removal or other project activities. The size of the buffer shall depend on the species, roost location, and specific construction activities to be performed in the vicinity. No project activity shall commence within the buffer areas until the end of the pupping season (August 1) or until a qualified biologist confirms the maternity roost is no longer active.</i>		Services Department Qualified Biologist	trees, shrubs, bridges, etc.) must occur during the bat pupping season (April 1 through July 31)	
Impact 3.4-6: The potential to effect protected wetlands and jurisdictional waters.	Mitigation Measure 3.4-7: <i>If construction activities would disturb a ditch/canal/basin within the Plan Area, the property owner/applicant proposing the activity shall verify that the facility qualifies under the agricultural ditch exemption. If the facilities do not qualify for the exemption and are determined to be jurisdictional by the regulatory agencies, any fill activity would require authorization for fill from the regulatory agencies (USACE-404 permit, RWQCB-401 certification, 1600 Streambed Alteration Agreement). All requirements of a permit shall be adhered to throughout the construction phase.</i>	YES	City of Riverbank Development Services Department Qualified Biologist	If construction activities would disturb a ditch / canal / basin within the Plan Area	
	CULTURAL AND TRIBAL RESOURCES				
Impact 3.5-1: Project implementation has the potential to cause a substantial adverse change to a significant historical resource, as defined in CEQA	Mitigation Measure 3.5-1: <i>Prior to ground disturbing activities for each phase of the Project that would potentially affect one or more of the listed resources below, the resources shall be evaluated for their potential architectural and/or historic importance by a Qualified Architectural Historian, at the cost of the Project applicant. The</i>	NO	N/A	N/A	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Guidelines §15064.5, or a significant tribal cultural resource, as defined in Public Resources Code §21074.	<i>potentially historic resources within the Project site include the following:</i> <i>Buildings or building complexes located northwest of the Oakdale Road / Morrill Road intersection, east of the existing Riverbank Sports Complex (on APN 074-006-013);</i> <i>Buildings or building complexes located southwest of the Oakdale Road / Morrill Road intersection, approximately 0.18 miles south of the Riverbank Sports Complex (on APN 074-011-009);</i> <i>Buildings or building complexes located northwest of the Oakdale Road / Crawford Road intersection, located along Oakdale Road (on APN 074-011-009);</i> <i>Buildings or building complexes located southwest of the Oakdale Road / Crawford Road intersection, located 0.14 to 0.27 miles west of Oakdale Road (on APN 074-014-006); and</i> <i>The MID Lateral No. 6 that crosses the southern portion of the Project site.</i> <i>Work shall not continue at the above-listed site(s) until the Qualified Architectural Historian conducts sufficient research and data collection to determine if the above-listed site(s) is eligible for listing on the NRHP or CRHR; or not a significant Public Trust Resource. Should the site(s) be determined to not be significant or eligible, no further action is required. Should the site(s) be determined to be significant or eligible, the Project applicant shall work with the Registered Professional Historian to develop a cultural resource plan for the site(s).</i> <i>If a building or building complex is determined to be important under the criteria of the California Register of Historical Resources, and the buildings cannot be preserved, then it is recommended that the</i>				

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	buildings be documented through the preparation of the DPR 523 forms with large scale "HABS-like" photographs taken. Sets of these photographs shall be placed with the County museum or a suitable archival facility and the Central California Information Center, thereby preserving information on early architecture for future researchers. Mitigation Measure 3.5-2: All construction workers shall receive a cultural resources sensitivity training session before they begin site work in order to identify any potentially significant cultural or similar resources that may result during construction. The sensitivity training session shall be instructed by a professional archaeologist. The sensitivity training shall inform the workers of their responsibility to identify and protect any cultural resources, including prehistoric or historic artifacts, or other indications of archaeological resources, within the Plan Area. The sensitivity training shall cover laws pertaining to cultural resources, examples of cultural resources that may be discovered in the Plan Area, and what to do if a cultural resource, or anything that may be a cultural resource, is discovered. If any cultural resources, including prehistoric or historic artifacts, or other indications of archaeological resources, are found during grading and construction activities during any phase of the Project, all work shall be halted immediately within a 200-foot radius of the discovery until an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, has evaluated the find(s). Work shall not continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) a significant find; 2) not cultural in origin; or 3) not potentially significant or eligible for listing on the NRHP or CRHR; or 4) not a significant Public Trust Resource. If a significant finding is made, a plan must be developed for this inadvertent finding. Measures to potentially address a subsurface	YES	City of Riverbank Development Services Department Qualified Archaeologist	Prior to ground disturbance	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>finding could include one or more of the following depending upon the nature of the find: recordation of the finding; further efforts to define the extent and nature of the resource; preservation in place, and re-design to ensure long-term preservation of the resource; and/or data recovery excavations.</i> <i>If Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, shall be retained at the Project applicant's expense.</i>				
Impact 3.5-2: Project implementation has the potential to cause a substantial adverse change to a significant archaeological resource, as defined in CEQA Guidelines §15064.5.	Implement Mitigation Measure 3.5-2.		See Mitigation Measure 3.5-2	See Mitigation Measure 3.5-2	
Impact 3.5-3: Project implementation has the potential to directly or indirectly destroy a unique paleontological resource.	Mitigation Measure 3.5-3: <i>If paleontological resources are discovered during the course of construction during any phase of the Project, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Riverbank shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where the resource could be curated and displayed for public education purposes.</i>	YES	City of Riverbank Development Services Department Qualified Paleontologist	If paleontological resources are discovered during the course of construction	
Impact 3.5-4: Project implementation has the potential to disturb human remains, including those	Mitigation Measure 3.5-4: <i>If human remains are discovered during the course of construction during any phase of the Project, work shall be halted at the site and at any nearby area reasonably suspected to overlie adjacent human remains until the Stanislaus County Coroner has been informed and has determined that no investigation of the</i>	YES	City of Riverbank Development	If human remains are discovered during the course of	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
interred outside of formal cemeteries.	<i>cause of death is required. If the remains are of Native American origin, either of the following steps will be taken:</i> <i>The Coroner shall contact the Native American Heritage Commission in order to ascertain the proper descendants from the deceased individual. The coroner shall make a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, which may include obtaining a qualified archaeologist or team of archaeologists to properly excavate the human remains.</i> <i>The landowner shall retain a Native American monitor, and an archaeologist, if recommended by the Native American monitor, and rebury the Native American human remains and any associated grave goods, with appropriate dignity, in a location that is not subject to further subsurface disturbance when any of the following conditions occurs:</i> <i>The Native American Heritage Commission is unable to identify a descendent.</i> <i>The descendant identified fails to make a recommendation.</i> <i>The City of Riverbank or its authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.</i>		Services Department San Joaquin County Coroner	construction during any phase of the project	
	GEOLOGY AND SOILS				
Impact 3.6-2: Implementation and construction of the	Mitigation Measure 3.6-1: Prior to clearing, grading, and disturbances to the ground such as stockpiling, or excavation for each	YES	City of Riverbank	Prior to clearing,	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
proposed Project may result in substantial soil erosion or the loss of topsoil.	<i>phase of the Project, the Project proponent shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ). The SWPPP shall be designed with Best Management Practices (BMPs) that the RWQCB has deemed as effective at reducing erosion, controlling sediment, and managing runoff. These include: covering disturbed areas with mulch, temporary seeding, soil stabilizers, binders, fiber rolls or blankets, temporary vegetation, and permanent seeding. Sediment control BMPs, installing silt fences or placing straw wattles below slopes, installing berms and other temporary run-on and runoff diversions. These BMPs are only examples of what should be considered and should not preclude new or innovative approaches currently available or being developed. Final selection of BMPs will be subject to approval by City of Riverbank and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</i>		Development Services Department	grading, and disturbances to the ground such as stockpiling, or excavation for each phase of the Project	
Impact 3.6-3: The proposed Project has the potential to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of Project implementation, and potentially result in landslide, lateral spreading, subsidence, liquefaction or collapse.	Mitigation Measure 3.6-2: <i>Prior to earthmoving activities for each phase of the Project, a certified geotechnical engineer, or equivalent, shall be retained to perform a final geotechnical evaluation of the soils at a design-level as required by the requirements of the California Building Code Title 24, Part 2, Chapter 18, Section 1803.1.1.2 related to expansive soils and other soil conditions. The evaluation shall be prepared in accordance with the standards and requirements outlined in California Building Code, Title 24, Part 2, Chapter 16, Chapter 17, and Chapter 18, which addresses structural design, tests and inspections, and soils and foundation standards. The final geotechnical evaluation shall include design recommendations to ensure that soil conditions do not pose a threat to the health and safety of people or structures, including threats from liquefaction or lateral spreading. The grading and improvement plans, as well as the storm drainage and building plans for each phase of the Project shall</i>	YES	City of Riverbank Development Services Department Certified Geotechnical Engineer	Prior to earthmoving activities for each phase of the Project	

ENVIRONMENTAL IMPACT		MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
		<i>be designed in accordance with the recommendations provided in the final geotechnical evaluation.</i>				
Impact 3.6-4: Potential for expansive soils to create substantial risks to life or property.		Implement Mitigation Measure 3.6-2.		See Mitigation Measure 3.6-2	See Mitigation Measure 3.6-2	
GREENHOUSE GASES AND CLIMATE CHANGE						
Impact 3.7-1: Potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or potential to conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.		Mitigation Measure 3.7-1: The City shall require GHG reduction measures in connection with tentative subdivision maps submitted for approval, including but not limited to the following: • Actions included in Mitigation Measures 3.3-1 through 3.3-5 (see Section 3.3: Air Quality) that also reduce GHG emissions; • Actions that further improve energy efficiency, such as requiring that all buildings exceed Title 24 energy-efficiency requirements by a certain percentage, requiring on-site renewable energy production to meet a specified percent of the subdivision's electricity needs, etc. • Actions that further reduce vehicle miles traveled, such as providing transit hubs that would be accessible by local and regional transit routes and community multimodal paths and trails; providing general pedestrian connectivity throughout the project, etc. • Payment for GHG offsets, as determined to be feasible by the City.	YES	City of Riverbank Development Services Department	Prior approval of tentative subdivision maps	
HAZARDS AND HAZARDOUS MATERIALS						
Impact 3.8-1: Project implementation has the potential to create a		Implement Mitigation Measure 3.6-1.		See Mitigation Measure 3.6-1	See Mitigation Measure 3.6-1	

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significant hazard through the routine transport, use, or disposal of hazardous materials or through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	Mitigation Measure 3.8-1: Prior to the approval of any map, Preliminary Development Plan, or site plan, the City shall review the 2017 Phase I ESA (Geocon Consultants, Inc., July 2017) cited in the Draft EIR for the CWSP to determine if it is still applicable. After July 1, 2020, the City shall require an updated Phase I ESA for the specific property. The Phase I ESA shall evaluate the specific property proposed to be developed, to ensure that no material changes have occurred since preparation of the 2017 Phase I ESA (Geocon Consultants, Inc., July 2017).	YES	City of Riverbank Development Services Department	Prior to the approval of any map, Preliminary Development Plan, or site plan	
	Mitigation Measure 3.8-2: The applicant shall hire a qualified consultant to perform additional soil and site testing for the areas identified in this EIR to have potential hazardous conditions present prior to any mapping approvals. The following areas have been deemed to have potential hazardous conditions present: • The residential units and adjoining structures. • The remnant construction and/or farming materials (i.e. remnant pipes, etc.). • The soils in the area where farming equipment and above ground tanks have been stored, including, but not limited to, the following: - o The parcels associated with the Alexander Dairy (APNs 074-011-009 and 074-014-006). - o The parcels associated with the properties located at 5817 Oakdale Road, 5525 Oakdale Road, and 2054 Crawford Road. - o The Harrigfeld property located at 1901 Morrill Road. - o All parcels located south of Morrill Road.	NO	N/A	N/A	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>The intent of the additional testing is to investigate whether any of the buildings, facilities, or soils in any of the above parcels contain hazardous materials. If asbestos-containing materials and/or lead are found in the buildings, a California Occupational Safety and Health Administration (Cal/OSHA) certified asbestos containing building materials (ACBM) and lead based paint contractor shall be retained to remove the asbestos-containing materials and lead in accordance with EPA and Cal/OSHA standards. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal/OSHA asbestos and lead worker construction standards. The ACBM and lead shall be disposed of properly at an appropriate offsite disposal facility.</i> Mitigation Measure 3.8-3: <i>If the site investigation required by Mitigation Measure 3.8-2 indicates a probability that hazardous materials may be found on any parcel, the applicant for that parcel shall submit a Phase II ESA, which shall further evaluate on-site conditions. The Phase II ESA shall address the likely presence of hazardous substances and/or petroleum products identified in the previous Phase I ESA (Geocon Consultants, Inc., 2017) prepared for the Plan Area.</i> <i>In addition, due to the past agricultural operations in the Plan Area, a soil sampling program shall be implemented to assess potential agrichemical (including pesticides, herbicides, diesel, petrochemicals, etc.) impacts to surface soil within the Plan Area, as follows: A soil sampling and analysis workplan shall be submitted for approval the Stanislaus County Department of Environmental Resources. The sampling and analysis plan shall meet the requirements of the Department of Toxic Substances Control Interim Guidance for Sampling Agricultural Properties (2008), and the County Department of Environmental Resources Recommended Soil and Groundwater Sampling for Underground Tank Investigations (2013). The soils in the area where farming equipment and tanks have been stored, including, but not limited to, the following, should be included in the soil sampling and analysis workplan:</i>	NO	N/A	N/A	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	- The parcels associated with the Alexander Dairy (APNs 074-011-009 and 074-014-006). - The parcels associated with the properties located at 5817 Oakdale Road, 5525 Oakdale Road, and 2054 Crawford Road. - The Harrigfeld property located at 1901 Morrill Road. - All parcels located south of Morrill Road. If the sampling results indicate the presence of agrichemicals that exceed commercial screening levels, a removal action workplan shall be prepared in coordination with Stanislaus County Department of Environmental Resources. The removal action workplan shall include a detailed engineering plan for conducting the removal action, a description of the onsite contamination, the goals to be achieved by the removal action, and any alternative removal options that were considered and rejected and the basis for that rejection. A no further action letter shall be issued by Stanislaus County Department of Environmental Resources upon completion of the removal action. The removal action shall be deemed complete when the confirmation samples exhibit concentrations below the commercial screening levels, which will be established by the agencies. If any stained soil or odor-impacted areas are encountered during the Phase II ESA, then soil sampling of these areas shall be included in the above soil sampling workplan, and depending upon the sampling results, included in the removal action workplan as well. Mitigation Measure 3.8-4: Prior to bringing hazardous materials onsite, the applicant shall submit a Hazardous Materials Business Plan (HMBP) to the Stanislaus County Division of Environmental Resources (CUPA) for review and approval. If during the construction process the applicant or any subcontractors generates hazardous waste, the applicant must register with the CUPA as a generator of hazardous waste, obtain an EPA ID# and accumulate, ship and	YES	Stanislaus County Division of Environmental Resources	Prior to bringing hazardous materials onsite	

ENVIRONMENTAL IMPACT		MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
		dispose of the hazardous waste per Health and Safety Code Ch. 6.5. (California Hazardous Waste Control Law). Mitigation Measure 3.8-5: Prior to initiation of any ground disturbance activities within 50 feet of a well, the applicant shall hire a licensed well contractor to obtain a well abandonment permit from Stanislaus County Department of Environmental Resources, and properly abandon the on-site wells, pursuant to review and approval of the City Engineer and the Stanislaus County Department of Environmental Resources. Implement Mitigation Measures 3.8-1, 3.8-2, 3.8-3, 3.8-4, and 3.8-5.	YES	City of Riverbank Development Services Department See Mitigation Measures 3.8-1, 3.8-2, 3.8-3, 3.8-4, and 3.8-5	Prior to initiation of any ground disturbance activities within 50 feet of a well See Mitigation Measures 3.8-1, 3.8-2, 3.8-3, 3.8-4, and 3.8-5	
NOISE						
Impact 3.11-1: Construction of the proposed Project may generate significant noise.		Mitigation Measure 3.11-1: Construction activities shall not occur 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, as required by the City of Riverbank Municipal Code. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department. Mitigation Measure 3.11-2: In an effort to comply with the City General Plan standards contained in Table 3.11-6 (Table N-3 of the General Plan), all equipment shall be fitted with factory equipped mufflers, and in good working order. In addition, all staging areas shall be located as far as feasibly possible from residential areas. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department.	YES YES	City of Riverbank Public Works Department City of Riverbank Public Works Department	During construction activities During construction activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Impact 3.11-4: The proposed Project may result in traffic noise at new sensitive receptors.	Mitigation Measure 3.11-3: The Project applicant(s) shall determine the appropriate methods for reducing traffic noise levels at the Project site to within the City of Riverbank noise level criteria. It is expected that traffic noise levels could exceed the City standards at residential areas adjacent to Oakdale Road, Morrill Road and Claribel Road. Mitigation can take the form of sound walls, berms, a combination of walls and berms, setbacks and shielding from building facades. The effectiveness of the proposed mitigation shall be documented by acoustical analyses. The appropriate mitigation will be determined prior to the approval of tentative maps or site plans, and subject to review and approval by the City of Riverbank.	APPLIES TO (1) LAND USED FOR RESIDENTIAL PROJECTS NOT OTHERWISE PHYSICALLY ISOLATED AND (2) LOADING FACILITIES OF COMMERCIAL PROJECTS ADJACENT TO RESIDENTIAL (Loading area to be screened by fencing (concrete, wood, masonry or equivalent), landscaping, or a combination thereof)	City of Riverbank Public Works Department	Prior to approval of tentative maps or site plans	
Impact 3.11-5: The proposed Project may result in noise from on-site activities at sensitive receptors.	Mitigation Measure 3.11-4: The center of the play fields shall be located at a minimum distance of 275-feet from the nearest residences. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department. Mitigation Measure 3.11-5: Use of the play fields shall be restricted to the daytime hours of 7:00 a.m. to 10:00 p.m. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department. Mitigation Measure 3.11-6: When school site plans have been developed, a detailed analysis of school site noise impacts shall be identified and appropriate mitigation measures shall be included in the project designs. The City shall review and approve the analysis of	NO NO YES	N/A N/A City of Riverbank	N/A N/A Prior to approval of	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	school site noise impacts, as well as any mitigation measures resulting from the analysis.		Public Works Department	improvement plans	
	PUBLIC SERVICES AND RECREATION				
Impact 3.12-1: The proposed Project has the potential to require the construction of police department facilities which may cause substantial adverse physical environmental impacts.	Mitigation Measure 3.12-1: Prior to the City recording a “Final Map” for each Project within the Plan Area, the owner of the project/map shall either annex the mapped property into a Community Facilities District (“CFD”), or create a new CFD for the mapped property, which will include funding for operational services with the Riverbank Police Department (Stanislaus County Sheriff).	YES	City of Riverbank Development Services Department	Prior to the City recording a “Final Map” for each Project within the Plan Area	
Impact 3.12-5: The proposed Project has the potential to require the construction of park and recreational facilities which may cause substantial adverse physical environmental impacts.	Mitigation Measure 3.12-2: Prior to the recording of any Final Maps, or in connection with any other final approvals for the MU-1 “Mixed Use Retail” area dedicated to residential development, the project developer shall dedicate and finance the improvement of sufficient park land in accordance with a park improvement plan, subject to approval by the City, or pay sufficient in lieu fees in accordance with the Quimby Act and the City’s General Plan policy, to develop at least five acres of parkland per 1,000 residents. If sufficient park area is not provided for in the subdividable lands in accordance with the Quimby Act and City Ordinances, the Project applicant shall demonstrate where the parkland dedication may occur and provide surety of its dedication and improvement according to a defined time line for dedication and improvement. This dedication requirement shall include development of full park improvement plans to be approved by the Director of Parks and Recreation. The timing of the park improvements shall be negotiated with the developer unless stipulated in a Development Agreement or Subdivision Improvement Agreement.	APPLIES TO RESIDENTIAL PROJECTS ONLY (and shall be met by complying with 5.02(c) of the Development Agreement)	City of Riverbank Development Services Department	Prior to the recording of any Final Maps, or in connection with any other final approvals for the MU-1 “Mixed Use Retail” area dedicated to residential development	
	TRANSPORTATION AND CIRCULATION				

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Impact 3.13-1: Under Existing conditions, the proposed Project would result in a significant impact at the Patterson Road / Coffee Road intersection.	Mitigation Measure 3.13-1: Prior to issuance of any Building Permits for the CWSP Project, each project applicant in the Plan Area shall pay the applicable City of Riverbank Impact Fee towards the improvement of the Patterson Road / Coffee Road intersection in order to satisfy their fair share obligation.	YES (satisfied through payment of updated SDF)	City of Riverbank Public Works Department	Prior to issuance of any Building Permits for the CWSP Project	
Impact 3.13-2: Under Existing conditions, the proposed Project would result in a significant impact at the Claribel Road / Oakdale Road intersection.	Mitigation Measure 3.13-2: Prior to the approval of a Final Map or improvement plans, each applicant within the CWSP Project shall be responsible for the project's fair share impacts towards the cost of widening Oakdale Road to provide a second southbound travel lane that continues beyond Claribel Road a distance sufficient to accommodate efficient intersection traffic operations and a transition back to a single lane, as well as a northbound right turn lane. The distance needed to accommodate the auxiliary through lane and transition back to a single lane is roughly ¼ mile. This roadway improvement shall be noted on the project improvement plans. The sum of each project applicant's fair share cost shall be equal to the total cost to construct the entire improvement, and the sum of the fair share costs shall be used by the developer(s) to construct the entire improvement. The specific segments of roadway which would be widened shall be completed as determined by the City Engineer based on the level of development being proposed at the time.	YES, Developer responsible for its applicable fair share of the costs of improvement.	City of Riverbank City Engineer	Prior to the approval of a Final Map or improvement plans	
Impact 3.13-3: Under Existing conditions, the proposed Project would result in a significant impact at the Claribel Road / N-S Collector intersection.	Mitigation Measure 3.13-3: Prior to approval of a Final Map or improvement plans, each applicant within the CWSP Project shall be responsible for the project's fair share impacts towards the cost of constructing a traffic signal and ancillary lanes at the Claribel Road / N-S Collector intersection. When warranted, construction of the traffic signal shall be required, to the satisfaction of the City of Riverbank City Engineer. The additional ancillary lanes shall be completed as determined by the City Engineer based on the level of development being proposed at the time. When warranted, this roadway improvement shall be noted on the improvement plans for such project. The sum of each project applicant's fair share cost shall be equal to the total cost to construct the entire improvement, and the sum of the	YES	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>fair share costs shall be used by the developer(s) to construct the entire improvement.</i>				
Impact 3.13-5: Under Existing conditions, the proposed Project would result in a significant impact at the segment of Patterson Road from McHenry Avenue to Coffee Road.	Mitigation Measure 3.13-4: Prior to issuance of any Building Permits for each project in the Plan Area, each project applicant shall pay the applicable City of Riverbank Impact Fee towards widening of SR 108 to four-lanes in order to satisfy their fair share obligation.	YES (satisfied through payment of updated SDF)	City of Riverbank Public Works Department	Prior to issuance of any Building Permits for each project in the Plan Area	
Impact 3.13-6: Under Existing conditions, the proposed Project would result in a significant impact at the segment of Claribel Road from McHenry Avenue to Coffee Road.	Mitigation Measure 3.13-5: Prior to issuance of any Building Permits for each project in the Plan Area, each project applicant shall pay the applicable County RTIF fee towards construction of the North County Corridor in order to satisfy their fair share obligation.	YES	Stanislaus Council of Governments	Prior to issuance of any Building Permits for each project in the Plan Area	
Impact 3.13-7: Under Existing conditions, the proposed Project would result in a significant impact at the segment of Claribel Road from Oakdale Road to Claus Road.	Mitigation Measure 3.13-6: Prior to issuance of Building Permits for the Project, each project applicant in the Plan Area shall pay the applicable City of Riverbank Impact Fee and County RTIF fee towards the improvement of Claribel Road from Oakdale Road to Claus Road in order to satisfy their fair share obligation.	YES	Stanislaus Council of Governments	Prior to issuance of Building Permits for the Project	
Impact 3.13-9: Under Existing conditions, the proposed Project would result in a significant impact at the Oakdale Road between Morrill Road and Crawford Road segment.	Mitigation Measure 3.13-7: Prior to issuance of any Building Permits for each project within the Plan Area, each project applicant shall be responsible for contributing the fair share contribution towards the costs of widening Oakdale Road to four lanes by providing a second southbound through travel lane between Morrill Road and Crawford Road. The applicant shall be responsible for widening Oakdale Road when determined by the City Engineer.	YES (satisfied through payment of SDF)	City of Riverbank City Engineer	Prior to issuance of any Building Permits each project within the Plan Area	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Impact 3.13-11: The proposed Project would adversely affect pedestrian and bicycle facilities.	Mitigation Measure 3.13-8: Each project applicant in the Plan Area shall work with City of Riverbank staff to identify applicable pedestrian crossing features and shall install the features, when warranted, to the satisfaction of the City of Riverbank City Engineer.	YES	City of Riverbank City Engineer	When warranted, as determined by the City Engineer	
	Mitigation Measure 3.13-9: Each project applicant in the Plan Area shall monitor pedestrian, bicycle, and motor vehicle safety conditions as development proceeds. Any identified safety conditions as a result of this monitoring shall be installed to alleviate these concerns, as applicable, to the satisfaction of the City of Riverbank City Engineer.	YES	City of Riverbank City Engineer	When warranted, as determined by the City Engineer	
Impact 3.13-12: The proposed Project would adversely affect transit services or facilities.	Mitigation Measure 3.13-10: The project applicants in the CWSP Area shall install the transit elements included in the CWSP. The project applicants shall work with Stanislaus Regional Transit staff to identify applicable on-site transit facilities and features in order to ensure that transit facilities are incorporated into the project. The transit facilities and features may include, but would not be limited to, bus turnouts, bus stops, and signage. The project applicants shall install the features, when warranted, to the satisfaction of the City Engineer.	YES	City of Riverbank City Engineer Stanislaus Regional Transit	When warranted, as determined by the City Engineer	
Impact 3.13-13: Under EPAP conditions, the proposed Project would result in a significant impact to queue lengths.	Mitigation Measure 3.13-11: Prior to approval of a Final Map or improvement plans, each project applicant within the CWSP Area shall be responsible for lengthening the available storage in left turn lanes at the Oakdale Road / Crawford Road, Oakdale Road / Freddi Lane, and Oakdale Road / Claribel Road intersections. The applicants shall be responsible for lengthening specific turn lanes when determined by the City Engineer. These roadway improvements shall be noted on the project improvement plans.	YES (satisfied through payment of SDF)	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-14: Under EPAP conditions, the proposed Project would result in a significant impact at the proposed mixed use retail area access.	Mitigation 3.13-12: Prior to approval of a Final Map or improvement plans for the "MU-1 Mixed Use Retail" area, the project applicant shall be responsible for providing a design for vehicular access to the satisfaction of the City of Riverbank City Engineer when development of the "MU-1 Mixed Use Retail" area proceeds. This roadway design shall be noted on the project improvement plans.	YES (as set forth in Phasing Plan of	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans for the "MU-1 Mixed	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
		Development Agreement)		Use Retail" area	
Impact 3.13-15: Under EPAP conditions, the proposed Project would result in a significant impact at the McHenry Avenue / Kiernan Avenue / Claribel Avenue intersection.	Mitigation Measure 3.13-13: Prior to issuance of Building Permits for each project in the Plan Area, each project applicant shall pay the applicable County RTIF fee towards construction of the North County Corridor in order to satisfy their fair share obligation.	YES	Stanislaus Council of Governments	Prior to issuance of Building Permits for each project in the Plan Area	
Impact 3.13-16: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Patterson Road / Coffee Road intersection.	Implement Mitigation Measure 3.13-1.		See Mitigation Measure 3.13-1	See Mitigation Measure 3.13-1	
Impact 3.13-17: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Coffee Road / Morrill Road intersection.	Mitigation Measure 3.13-14: Prior to approval of a Final Map or improvement plans, each applicant within the CWSP Project shall be responsible for the project's fair share impacts towards the cost of installing a traffic signal at the Coffee Road / Morrill Road intersection. When warranted, construction of the traffic signal shall be required, to the satisfaction of the City of Riverbank City Engineer. When warranted, this roadway improvement shall be noted on the improvement plans for such project.	YES (satisfied through payment of updated SDF)	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-18: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Coffee Road / Relocated Crawford Road intersection.	Mitigation Measure 3.13-15: Prior to approval of a Final Map or improvement plans, each project applicant shall be responsible for its fair share of the cost of installing traffic signal at the Coffee Road / Relocated Crawford Road intersection. The signal shall be installed when conditions warrant, as determined by the City of Riverbank City Engineer.	YES (satisfied through payment of updated SDF)	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	

<i>ENVIRONMENTAL IMPACT</i>	<i>MITIGATION MEASURE</i>	<i>APPLIES TO MU-1 PROPERTY</i>	<i>MONITORING RESPONSIBILITY</i>	<i>TIMING</i>	<i>VERIFICATION (DATE/INITIALS)</i>
Impact 3.13-19: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Claribel Road / N-S Collector intersection.	Implement Mitigation Measure 3.13-3.		See Mitigation Measure 3.13-3	See Mitigation Measure 3.13-3	
Impact 3.13-20: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Claribel Road / Oakdale Road intersection.	Mitigation Measure 3.13-16: Prior to approval of a Final Map or improvement plans, each applicant in the Plan Area shall be responsible for the project's fair share impacts towards the cost of adding a second northbound left turn lane at the Claribel Road / Oakdale Road intersection, as determined by the City of Riverbank City Engineer. When warranted, the addition of a second northbound left turn lane shall be required, to the satisfaction of the Stanislaus County Road Commissioner. When warranted, this roadway improvement shall be noted on the improvement plans for such project.	YES (Developer only responsible for applicable fair share of cost)	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-24: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the segment of Coffee Road between Morrill Road and the relocated Crawford Road.	Mitigation Measure 3.13-17: Prior to approval of a Final Map or improvement plans, each project applicant in the Plan Area shall be responsible for the fair share of the cost of improving Coffee Road from Morrill Road to the relocated Crawford Road intersection to provide the functional equivalent of a two-lane arterial street standard, as determined by the City of Riverbank City Engineer.	YES (satisfied through payment of updated SDF)	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-25: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the segment of Coffee Road between the relocated Crawford Road and the	Mitigation Measure 3.13-18: Prior to approval of a Final Map or improvement plans, each project applicant in the Plan Area shall be responsible for contributing its fair share to the cost of improving Coffee Road from the relocated Crawford Road intersection to the realigned Claribel Road intersection to the equivalent of a four-lane arterial street standard, as determined by the City of Riverbank City Engineer.	YES (satisfied through payment of updated SDF)	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	

ENVIRONMENTAL IMPACT		MITIGATION MEASURE	APPLIES TO MU-1 PROPERTY	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
realigned Claribel Road intersection.						
Impact 3.13-26: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the segment of Coffee Road between the realigned Claribel Road intersection and NCC.		Mitigation Measure 3.13-19: Prior to approval of a Final Map or improvement plans, each project applicant in the Plan Area shall be responsible for contributing its fair share fee to the cost of improving Coffee Road from the realigned Claribel Road intersection to NCC to a four-lane arterial street standard.	YES (satisfied through payment of updated SDF)	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
	UTILITIES					
Impact 3.14-6: The proposed Project has the potential to 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.		Mitigation Measure 3.14-1: Prior to the issuance of a building or grading permit, the Project applicant shall submit a drainage plan to the City of Riverbank for review and approval. The plan shall include an engineered storm drainage plan that demonstrates attainment of pre-Project runoff requirements prior to release and describes the volume reduction measures and treatment controls used to reach attainment consistent with the Riverbank Low Impact Development Design and Specifications Manual, the Riverbank Storm Drain System Master Plan, and the Crossroads West Specific Plan.	YES	City of Riverbank City Engineer	Prior to the issuance of a building or grading permit	

EXHIBIT E

Approved Entitlements

Developer's vested rights to develop the Subject Property shall be in accordance with the following approved entitlements:

1. This Agreement;
2. The Crossroads West Specific Plan ("CWSP"), which sets forth the development of a maximum 550,000 square feet of retail/commercial space or, in the alternative, a maximum of 360,000 square feet of retail/commercial space and 350 residential units, and includes design guidelines set forth in Section 8.1;
3. The Sales Tax Sharing Agreement between Western Pacific Holdings, Inc., and the City of Riverbank, which allows for inter-fund transfers of SDF Fees to reimburse costs associated with the Infrastructure Improvements;
4. Western Pacific Holdings, Inc.'s Preliminary Development Plan for the Project;
5. Western Pacific Holdings, Inc.'s Master Large Lot Tentative Map for the Project.

Subsequent Approvals

The following approvals may be necessary to facilitate development of the Subject Property:

1. Parcel maps and final maps;
2. Minor and major grading permits, and encroachment permits;
3. Design review, as set forth in Section 8.1 of the CWSP; and
4. With regard to commercial or mixed use projects, all other required approvals to allow Developer to develop the Project with no other public hearing except for review by the Community Development Director to confirm substantial compliance with the applicable provisions of the CWSP, and provided that the required approval does not constitute a major modification to the CWSP.

As provided in this Agreement, City agrees to promptly process any other right, land use entitlement and approval necessary for completing the Project.

EXHIBIT F
CROSSROADS WEST MIXED USE CONSTRUCTION PHASING PLAN (“Phasing Plan”)
Dated November 9, 2018

PHASE I

Up to 350,000 SF of Commercial Uses OR 250,000 SF of Commercial Uses and 225 Residential Units

Developer shall be responsible for constructing the Phase I improvements listed below before the City of Riverbank shall be required to issue any Certificate of Occupancy for commercial buildings which aggregate less than or equal to either 1) 350,000 square feet of enclosed ground floor area of commercial buildings has requested a Certificate of Occupancy in the Project, or 2) up to 250,000 square feet of enclosed ground floor area of commercial buildings and up to 225 Residential units. Notwithstanding the below, the project frontage improvements directly in front of the proposed development project area shall be required to be installed with those sections of property that are being developed.

- I. **Roadways** – For purposes of clarification in this Phasing Plan, the name “Oakdale Road” shall refer to work only on the west side of the existing median. The name “Claribel Road” shall refer to work only on the north side of the existing divided road. The name “N-S Collector Road” shall refer to work only on the north side of Claribel Road to the south side of the MID lateral #6.
- a. **Oakdale Road** – Construction of the roadway expansion section commencing at the southern boundary of the MID canal lateral #6 (“MID Canal”), running southerly to the intersection of Claribel Road (**approximately 1,470lf**). Improvements shall conform to the 120’ R.O.W. road section labeled “Existing Oakdale Road Section (South of Crawford Road adjacent to MU1 designated area)” within Chapter 5 of the Crossroads West Specific Plan dated 6/12/18. Improvements shall be limited to the following:
- i. Asphalt paving section consisting of only adding turn pockets and expansion of lanes to provide asphalt for the second southbound travel lane just north of Claribel Road (Note: the second southbound through lane will be closed to through traffic), the through lane past Claribel Road will not be extended in this Phase of the CWSP. The expansion of a deceleration turn lane southbound into the MU-1 project site at Freddie Lane – **Approximately +- 6,050 SF**
 - ii. 24” Curb and Gutter only required to accommodate the movement of traffic lanes along the west side of Oakdale road – **Approximately +- 732 LF**
 - iii. 6’ Landscape and Irrigation on the west side of Oakdale Road (6’ x 1,303’)- **Approximately +- 7,818 SF**
 - 1. Landscaping and irrigation shall be consistent with the Master Street Tree Plan as outlined within the Crossroads West Specific Plan dated 6/12/18.
 - iv. 12’ Sidewalk on west side of street (12’ x 1,303’) – **Approximately +- 15,636 SF**
 - v. Striping & Signage as required
 - 1. All improvements, including paving sections, curb & gutter, sidewalks, landscaping, striping and signage, shall conform to the City of Riverbank Standard Specifications dated March 10th, 2015 and shall be in accordance with the C.O.R. approved plans and the final Geotechnical report prepared by Moore Twining and Associates (to be completed).
- b. **Claribel Road** – Construction of the roadway expansion section commencing at Oakdale Road on the eastern boundary and extending to the western project boundary (approximately 2,600lf). Improvements shall conform to the 55’ R.O.W. road section labeled “Claribel Road (R.O.W. varies)” within Chapter 5 of the Crossroads West Specific Plan dated 6/12/18. Improvements shall be limited to the following:
- i. Asphalt paving section consisting of only adding a necessary merge lane from southbound Oakdale Road traffic including the lane shift necessary to accommodate the second northbound left turn lane (but no median work to accommodate the second northbound left turn lane is included in this Phase of the CWSP), and the

necessary deceleration and merge lanes necessary for the N-S Collector Road traffic signal intersection. – **Approximately +- 9,350 SF**

- ii. 24" Curb & Gutter on the north side of the northern lanes only – **Approximately +- 2,680 LF**
- iii. 5' Landscape and Irrigation on north side of road between back of curb and sidewalk (The MU-1 project shall only be responsible for landscaping those sections directly adjacent to proposed development along Claribel Road in Phase I or Phase II, otherwise complete landscaping required as a part of Phase III)– **Approximately +- 12,100 SF**
 - 1. Landscaping and irrigation shall be consistent with the Master Street Tree Plan as outlined within the Crossroads West Specific Plan dated 6/12/18.
- iv. 10' Sidewalk / Bike Trail combination (The MU-1 project shall only be responsible for Sidewalk / Bike Trail sections directly adjacent to proposed development along Claribel Road in Phase I or Phase II, otherwise complete Sidewalks / Bike Trail shall be required as a part of Phase III) – **Approximately +- 24,200 SF**
- v. Striping and Signage as required
 - 1. Curb, gutter, roadway and striping configurations shall be shown on the approved improvement drawings.
 - 2. The southerly eastbound lanes on Claribel shall remain in their existing configuration, and Developer shall not be obligated to construct any improvements on that side of the road.
 - 3. The median on Claribel shall remain in its existing configuration, and Developer shall have no improvement obligation on such median.
 - 4. All improvements, including paving sections, curb & gutter, sidewalks, landscaping, striping and signage, shall conform to the City of Riverbank (C.O.R.) Standard Specifications dated March 10th, 2015 and shall be in accordance with the City of Riverbank approved plans and the final Geotechnical report prepared by Moore Twining and Associates (to be completed).

II. Utility Undergrounding

- a. Scope of work shall include the undergrounding of 14 existing overhead electrical poles and lines (approximately 2,600 LF) on the north side of Claribel Road between Oakdale Road and the western property boundary; and the undergrounding of 10 existing overhead electrical poles and lines (1,470 LF) on the west side of Oakdale Road between Claribel and the MID canal. Electrical undergrounding shall not include the power lines paralleling the MID canal (on the north or south side of the canal).

III. Traffic Signalization

- a. Modifications to add a 4th leg of the traffic signal at Oakdale Road and Freddie Lane are required with this Phase I. Exact configuration shall be determined by the project Traffic Engineer and the City of Riverbank.

IV. Water System – With respect to the MU-1 Development, the installation of an additional water well or peaking reservoir shall not be required. Pursuant to the Crossroads West Water System Demand Analysis from NorthStar Engineering Group, Inc dated April 19, 2018 as accepted by the City of Riverbank, the existing capacity is adequate to serve all phases of development within the MU-1 project boundary.

- a. Installation of a public water system loop as shown on the included Exhibit B, dated 11/12/18 and described as follows:
 - i. Tie-in of a new 12" water main into the existing 12" water main located in Oakdale Road (**approximately 305 LF**) at approximately STA 385+94
 - ii. Tie-in of new 12" water main into the existing 12" water main located in Oakdale Road (**approximately 2,695 LF**) at approximately STA 376+63 and extend 12" water main under sidewalk along the north side of Claribel Road.

- iii. N-S Collector Road – Install (**approximately 815 LF**) of 12” water main, commencing at the 12” water main in Claribel Road and extending to the south side of the MID Canal (for future tie in by developers north of the MID Canal).
- iv. Onsite – Extend 12” water main parallel to the MID Canal behind the future Major buildings from the Oakdale Road tie-in to the N-S Collector Road water main (**approximately 2,270 LF**). Loop an 8” water main onsite (**approximately 2,390 LF**) from the 12” water main adjacent to Oakdale Road through the southern E-W Driveway to the N-S Collector Road to complete a full looped water system.
 - 1. The installation of all necessary pipe and water service stubs to serve all individual parcels shown on the Tentative Map.
 - 2. The Installation of all water system components shall be in accordance with the City of Riverbank Standard Specifications dated September 23, 2014, the City of Riverbank approved project plans and the final Geotechnical report prepared by Moore Twining and Associates (to be completed). The installation of the water well and peaking reservoir shown in the CWSP are not required for the MU-1 project and will be installed by others.

V. **Sanitary Sewer System** – with respect to the MU-1 Development (up to 550,000 SF of Commercial Uses outlined in the CWSP or 360,000 SF of Commercial and 350 Residential Units), the modification or upgrade of any downstream sanitary sewer components are not required by any development or Phase of the MU-1 project including but not limited to the any work with the downstream Roselle or Crawford pump stations. Pursuant to the Crossroads Sanitary Sewer System Analysis from NorthStar Engineering Group, Inc dated April 19, 2018 as accepted by the City of Riverbank, the existing capacity is adequate for full development within the MU-1 project boundary.

- a. Installation of a public sewer line system as shown on the included Exhibit C, dated 11/12/18 and described as follows:
 - i. If the public 8” sewer line has not been extended across the MID canal from the northern properties, then one of the following two options (as outlined in section 7.3.2 of the CWSP) will be selected by Developer in its sole determination:
 - 1. The MU-1 Development will construct a 12” sewer line extending from the existing 18” sewer stub at Crawford Road and Oakdale Road to the MU-1 project site along Oakdale Road. A majority of the MU-1 site will gravity discharge to this 12” sewer line. An interim sewer lift station will be constructed on the east side of the N-S Collector Road directly south of the MID Lateral #6 to serve areas of the MU-1 site that cannot gravity discharge to Oakdale Road. If this option is selected, only the sewer line extension from Crawford Road down Oakdale Road will be installed as a part of Phase I, unless development is proposed that would otherwise require a pump station for serve the property as determined by the Project Engineer and the City of Riverbank.
 - 2. The installation of a private lift station to be located adjacent to the N-S Collector Road just south of the MID Canal with an 8” forced main extending behind the Major buildings across to Oakdale Road into the existing 12” sewer main behind the existing Crossroads Shopping Center. The private lift station and forced main shall be maintained by the project Developer until such time as the public 8” sewer line is extended across the MID canal and connected into the Sanitary Sewer system.
 - ii. The installation of an 8” public sanitary sewer line running behind the Majors (**approximately 1,690 LF**) to the private pump station.
 - iii. The installation of an 8” public sanitary sewer line running within the E-W Driveway to the N-S Collector Road (**approximately 1,900 LF**) to the Private Pump Station.
 - 1. The installation of all necessary pipe, manholes and sewer stubs to serve all individual parcels shown on the Tentative Map.

2. The Installation of all sanitary sewer system components shall be in accordance with the City of Riverbank Standard Specifications dated September 23, 2014, the City of Riverbank approved project plans and the final Geotechnical report prepared by Moore Twining and Associates (to be completed). The installation of the lift station north of the MID canal shown in the CWSP are not required for the MU-1 project and will be installed by others.

- VI. **Storm Drain System** – The MU-1 property shall be solely allowed to utilize the existing capacity in the Storm Drainage Basin Improvements installed adjacent to the Heartlands at the Crossroads, as shown in the MVE plans approved on 9/12/05 titled Storm Drainage Basin Improvement Plans for Heartlands at the Crossroads. Additional capacity if required by the City of Riverbank will be provided with underground storage (excess capacity in onsite pipes), surface water storage in parking areas and landscape swale areas in the parking or a combination of all. As the MU-1 project is providing its own Storm Drainage facilities, it shall not pay any storm drain fees or applicable SDF fees for Storm Drainage.
- a. The MU-1 project shall only be responsible for the installation of the onsite parking lot storm drainage improvements (pipes, catch basins and water quality treatment facilities) for areas of the parking lot and development area completed at the time of requested Certificate of Occupancy.

Notwithstanding contained herein, if less intense development is proposed as a part of the initial Phase I development (example, less than 350,000 square feet of commercial space or less than 250,000 square feet of commercial space and less than 225 residential units) the City of Riverbank may reduce the amount of improvements set forth in the required Phase I Improvements to only those improvements which are necessary, in the Community Development Managers discretion, to allow the less intense first Phase of Development to economically and safely occur.

PHASE II

350,001 SF to 475,000 SF of Commercial Uses OR up to 300,000 SF of Commercial Uses and up to 300 Residential Uses

Developer shall have no obligation to construct any of the Phase II improvements listed below until such time as Developer requests the City of Riverbank to issue a Certificate of Occupancy for new commercial buildings or residential buildings which would cause the ground floor square footages of all Commercial buildings in the project which are opened and have received certificates of occupancy plus all commercial buildings now requesting a certificate of occupancy to exceed 350,001 SF of enclosed ground floor area, or 250,000 square feet of enclosed commercial space plus 225 Residential units. No additional improvements in excess of those set forth in Phase II shall be required until over 475,000 square feet of enclosed ground floor of commercial building or 300,000 square feet of enclosed ground floor of commercial building and more than 300 Residential units in the project area have requested a Certificate of Occupancy. Notwithstanding the below, the project frontage improvements directly in front of the proposed development project area shall be required to be installed with those sections of property that are being developed.

I. Roadways

a. Claribel Road –

- i. 5' Landscape and Irrigation on north side of road between back of curb and sidewalk (The MU-1 project shall only be responsible for landscaping sections directly adjacent to proposed development along Claribel Road in Phase II or as already completed in Phase I, otherwise complete landscaping required as a part of Phase III)– **Approximately +/- 12,100 SF**
 1. Landscaping and irrigation shall be consistent with the Master Street Tree Plan as outlined within the Crossroads West Specific Plan dated 6/12/18.

- ii. 10' Sidewalk / Bike Trail combination (The MU-1 project shall only be responsible for Sidewalk / Bike Trail sections directly adjacent to proposed development along Claribel Road in Phase II, otherwise complete Sidewalks / Bike Trail shall be required as a part of Phase III) – **Approximately +- 24,200 SF**

II. Traffic Signalization

- a. Modifications to the NW traffic signal pole at the Claribel Road / Oakdale Road intersection including the relocation of the traffic signal controllers and cabinets on the NW corner of the intersection directly fronting the MU-1 property, if these improvements have not been warranted during Phase I.
- b. Installation of a new traffic signal at the intersection of the N-S Collector Road / Claribel Road as shown in the CWSP dated 6/12/18, (shall not be required until the signal warrants are met, as determined by the Project Traffic Engineer) OR only if development is proposed within 100' of and/ or adjacent to the N-S Collector Road. Otherwise, the traffic signal at the N-S Collector Road / Claribel Road shall not be installed until Phase III.

III. Sanitary Sewer System

- a. If the 8" sewer main has not already been extended across the MID Lateral #6 by the properties north of the canal, the option V.a.i.1 in Phase I above is selected, then the installation of the Sewer Lift Station may be required if warranted for development of Phase II if not previously required for the Phase I development.

IV. Storm Drainage System

- a. The MU-1 project shall only be responsible for the installation of the onsite parking lot storm drainage improvements (pipes, catch basins and water quality treatment facilities) for areas of the parking lot and development area completed at the time of requested Certificate of Occupancy.

PHASE III

Over 475,001 SF of Commercial Uses OR up to 360,000 SF of Commercial Uses and up to 350 Residential Units

Developer shall have no obligation to construct any of the Phase III improvements listed below until such time as Developer requests the City of Riverbank to issue any Certificates of Occupancy for Commercial or Residential Buildings which cause the aggregate enclosed ground floor area of all commercial buildings in the project which are open (with certificates of occupancy) plus any new commercial buildings requesting a certificate of occupancy to exceed 475,001 SF of Commercial Uses or up to 360,000 SF of Commercial Uses and up to 350 Residential Units in the project area have requested a Certificate of Occupancy. Notwithstanding the below, the project frontage improvements directly in front of the proposed development project area shall be required to be installed with those sections of property that are being developed.

I. Roadways

- a. **N-S Collector Road** – Construction of a 60' Right of Way (ROW) section commencing at the north side of Claribel Road and continuing to the southern side of the MID Canal Lateral #6. The improvements shall conform to the 60' "Collector Street Section for MU1" as outlined in Chapter 5 of the CWSP.
 - i. Asphalt Paving Section (34' x 760') – **Approximately +-25,840 SF**
 - ii. 36" Curb and Gutter on both sides – **Approximately +- 1,520 LF**
 - iii. 5' Landscape & Irrigation on both sides – **Approximately +- 7,600 SF**
 - iv. 5' Sidewalk on both sides – **Approximately +- 7,600 SF**
 - v. Striping & Signage as required
- b. **Claribel Road** – Construction of sidewalk, bike paths & landscape improvements located behind the northerly curb lines from Oakdale Road on the east to the western property border as follows:

- i. 5' Landscape and Irrigation (2,420 LF) – **Approximately +- 12,100 SF**
- ii. 10' Sidewalk / Bike Trail combination (2,420 LF) – **Approximately +- 24,200 SF**

II. Sanitary Sewer System

- a. If the 8" sewer main has not already been extended across the MID Lateral #6 by the properties north of the canal, the option V.a.i.1 in Phase I above is selected, then the installation of the Sewer Lift Station will be required for development of Phase III if not previously required for the Phase I development.

III. Storm Drainage System

- a. The MU-1 project shall only be responsible for the installation of the onsite parking lot storm drainage improvements (pipes, catch basins and water quality treatment facilities) for areas of the parking lot and development area completed at the time of requested Certificate of Occupancy.

Reference:

Crossroads West Specific Plan approved pursuant to Resolution _____

Crossroads West Preliminary Development Plan approved pursuant to Resolution _____

EXHIBIT G

PRELIMINARY COST ESTIMATE

PROPOSED

NorthStar Engineering Group, Inc.

620 12th Street
Modesto, CA 95354
Phone (209) 524-3525
Fax (209)524-3526

Engineers Preliminary Estimate for Infrastructure Improvements Crossroads West Specific Plan - MU-1 Site

DESCRIPTION					COST	
	Oakdale Road ⁽¹⁾				\$	2,609,636
	Claribel Road ⁽¹⁾				\$	2,953,887
	N-S Collector Road ⁽¹⁾				\$	2,011,110
	Onsite Public Utilities				\$	1,006,286
GRAND TOTAL ==>						\$8,580,918

(1) Right of Way (ROW) costs to be determined once required dedications are determined, and shall not exceed actual cost

Oakdale Road Improvements
Crossroads West Specific Plan - MU-1 Site

Engineers Estimate for Infrastructure Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SITE PREPARATION AND GRADING				
1.	Clearing and Grubbing	1.2	\$7,150.00 AC	\$8,580.00
6.	Remove Existing Pavement	3,464	\$2.50 SF	\$8,660.00
7.	Sawcut Existing Pavement	1,470	\$5.25 LF	\$7,717.50
8.	Remove Existing Signs	5	\$500.00 EA	\$2,500.00
22.	Earthwork	4,888	\$5.25 CY	\$25,662.00
23.	Relocation of Overhead Utilities Poles	11	\$38,000.00 EA	\$418,000.00
24.	Traffic Control	45	\$1,200.00 DAY	\$54,000.00
25.	Rough Grading	4,888	\$3.50 CY	\$17,108.00
26.	Import	250	\$115.00 CY	\$28,750.00
27.	Export	250	\$65.00 CY	\$16,250.00
29.	Street Fine Grading	6,050	\$0.75 SF	\$4,537.50
32.	Mobilization	2	\$12,000.00 LS	\$24,000.00
37.	12" over Ex. Of Fills and Recompact	250	\$3.50 CY	\$875.00
SUB-TOTAL ==>				\$616,640.00
B. EROSION CONTROL				
1.	Erosion Control Improvements	2.6	\$2,200.00 AC	\$5,720.00
2.	Temporary Concrete Washout	6.0	\$1,210.00 EA	\$7,260.00
3.	Temporary Inlet Protection - Gravel Bags	6.0	\$210.00 EA	\$1,260.00
5.	Temporary Straw Wattle	1,470.0	\$3.75 LF	\$5,512.50
6.	Temporary Stabilized Construction Entrance	2.0	\$1,780.00 LS	\$3,560.00
7.	Temporary Silt Fence	1,470.0	\$6.60 LF	\$9,702.00
9.	Hydroseeding	37,950.0	\$0.35 SF	\$13,282.50
10.	Street Sweeping	4.0	\$4,200.00 LS	\$16,800.00
12.	Maintenance	2	\$2,750.00 MON	\$5,500.00
SUB-TOTAL ==>				\$68,597.00
D. STORM				
3.	48" RCP - Storm Drainage	875	\$122.00 LF	\$106,750.00
4.	36" RCP - Storm Drainage	550	\$88.00 LF	\$48,400.00
11.	18" RCP - Storm Drainage	120	\$66.00 LF	\$7,920.00
48.	Curb Inlet - City Standard	9	\$2,900.00 EA	\$26,100.00
56.	48" - Storm Drainage Manhole	8	\$5,000.00 EA	\$40,000.00
63.	Connect to Existing Storm Manhole	3	\$4,000.00 EA	\$12,000.00
SUB-TOTAL ==>				\$241,170.00

E. WATER SYSTEM

5.	PVC - Hydrant Water Service Line	20	\$41.00 LF	\$820.00
14.	Hydrant Gate Valve	2	\$1,525.00 EA	\$3,050.00
21.	Hydrant Bury, Valve, and Tee	2	\$6,200.00 EA	\$12,400.00

SUB-TOTAL ==> \$16,270.00

F. IRRIGATION

9.	2" Irrigation Service	1,470	\$24.20 LS	\$35,574.00
10.	1.5" Irrigation Meter with Backflow Assembly	1	\$12,000.00 EA	\$12,000.00

SUB-TOTAL ==> \$47,574.00

H. STREETS

2.	6" Vertical Curb and Gutter	732	\$32.00 LF	\$23,424.00
8.	4" PCC Concrete Walk (Includes Ramps and Returns)	15,636	\$6.00 SF	\$93,816.00
13.	ADA Ramp (Labor and Truncated Domes Only)	8	\$3,120.00 EA	\$24,960.00
17.	4" AC over 10" AB Pavement	6,050	\$5.20 SF	\$31,460.00
31.	Commercial Driveway	4	\$7,500.00 LS	\$30,000.00

SUB-TOTAL ==> \$203,660.00

J. STREET LIGHTS

4.	200 Watt Electrolier	5	\$9,350.00 EA	\$46,750.00
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SUB-TOTAL ==> \$46,750.00

K. STRIPING AND SIGNAGE

1.	Stop Bar Legend	4	\$578.00 EA	\$2,312.00
2.	Street Name Sign	1	\$425.00 EA	\$425.00
9.	Fire Hydrant Markers	2	\$25.00 EA	\$50.00
12.	Traffic Delineation	1,470	\$4.20 LF	\$6,174.00

SUB-TOTAL ==> \$8,961.00

N. MISCELLANEOUS

1.	Landscape w/ Irrigation (Streetscape)	7,818	\$8.25 SF	\$64,498.50
2.	Traffic Signal Modifications (Freddie Lane)	1	\$192,500.00 EA	\$192,500.00
3.	Traffic Signal Modification (Claribel Road)	1	\$220,000.00 EA	\$220,000.00
4.	Bus Shelter	1	\$38,000.00 EA	\$38,000.00
5.	Joint Trench	1,470	\$86.00 LF	\$126,420.00

SUB-TOTAL ==> \$641,418.50

CONSTRUCTION SUB-TOTAL ==> \$1,891,040.50
GENERAL CONTRACTOR OH/P, INSURANCE & GENERAL CONDITIONS (15%) ==> \$283,656.08
TOTAL \$2,174,696.58

ADMINISTRATIVE AND ENGINEERING (SOFT COSTS) - 20% ==> \$434,939.32
GRAND TOTAL ==> \$2,609,635.89

Claribel Road Improvements
Crossroads West Specific Plan - MU-1 Site

Engineers Estimate for Infrastructure Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SITE PREPARATION AND GRADING				
1.	Clearing and Grubbing	2.6	\$7,150.00 AC	\$18,590.00
6.	Remove Existing Pavement	2,600	\$2.50 SF	\$6,500.00
7.	Sawcut Existing Pavement	2,600	\$5.25 LF	\$13,650.00
8.	Remove Existing Signs	2	\$500.00 EA	\$1,000.00
22.	Earthwork	12,000	\$5.25 CY	\$63,000.00
23.	Relocation of Overhead Utilities Poles	14	\$38,000.00 EA	\$532,000.00
24.	Traffic Control	45	\$1,200.00 DAY	\$54,000.00
25.	Rough Grading	12,000	\$3.50 CY	\$42,000.00
26.	Import	350	\$115.00 CY	\$40,250.00
27.	Export	350	\$65.00 CY	\$22,750.00
29.	Street Fine Grading	9,350	\$0.75 SF	\$7,012.50
32.	Mobilization	2	\$12,000.00 LS	\$24,000.00
37.	12" over Ex. Of Fills and Recompact	600	\$3.50 CY	\$2,100.00
SUB-TOTAL ==>				\$826,852.50
B. EROSION CONTROL				
1.	Erosion Control Improvements	2.6	\$2,200.00 AC	\$5,720.00
2.	Temporary Concrete Washout	6.0	\$1,210.00 EA	\$7,260.00
3.	Temporary Inlet Protection - Gravel Bags	6.0	\$210.00 EA	\$1,260.00
5.	Temporary Straw Wattle	2,600.0	\$3.75 LF	\$9,750.00
6.	Temporary Stabilized Construction Entrance	2.0	\$1,780.00 LS	\$3,560.00
7.	Temporary Silt Fence	2,600.0	\$6.60 LF	\$17,160.00
9.	Hydroseeding	95,000.0	\$0.35 SF	\$33,250.00
10.	Street Sweeping	4.0	\$4,200.00 LS	\$16,800.00
12.	Maintenance	2	\$2,750.00 MON	\$5,500.00
SUB-TOTAL ==>				\$100,260.00
D. STORM				
4.	36" RCP - Storm Drainage	1,165	\$88.00 LF	\$102,520.00
5.	30" RCP - Storm Drainage	570	\$71.00 LF	\$40,470.00
9.	18" RCP - Storm Drainage	576	\$48.00 LF	\$27,648.00
11.	12" RCP - Storm Drainage	120	\$46.50 LF	\$5,580.00
48.	Curb Inlet - City Standard	6	\$2,900.00 EA	\$17,400.00
56.	48" - Storm Drainage Manhole	9	\$5,000.00 EA	\$45,000.00
63.	Connect to Existing Storm Manhole	1	\$4,000.00 EA	\$4,000.00
SUB-TOTAL ==>				\$242,618.00
E. WATER SYSTEM				

3.	12" PVC - Water	1,275	\$48.00 LF	\$61,200.00
5.	PVC - Hydrant Water Service Line	180	\$41.00 LF	\$7,380.00
13.	12" Butterfly Valve	8	\$2,500.00 EA	\$20,000.00
14.	Hydrant Gate Valve	5	\$1,525.00 EA	\$7,625.00
21.	Hydrant Bury, Valve, and Tee	5	\$6,200.00 EA	\$31,000.00
28.	Cut-in Tee to Existing Water Line	1	\$22,500.00 EA	\$22,500.00

SUB-TOTAL ==> \$149,705.00

F. IRRIGATION

9.	2" Irrigation Service	2,600	\$24.20 LS	\$62,920.00
10.	1.5" Irrigation Meter with Backflow Assembly	1	\$12,000.00 EA	\$12,000.00

SUB-TOTAL ==> \$74,920.00

H. STREETS

2.	6" Vertical Curb and Gutter	2,680	\$32.00 LF	\$85,760.00
8.	4" PCC Concrete Walk (Includes Ramps and Returns)	24,200	\$6.00 SF	\$145,200.00
13.	ADA Ramp (Labor and Truncated Domes Only)	8	\$3,120.00 EA	\$24,960.00
17.	4" AC over 10" AB Pavement	9,350	\$5.20 SF	\$48,620.00
31.	Commercial Driveway	4	\$7,500.00 LS	\$30,000.00

SUB-TOTAL ==> \$334,540.00

J. STREET LIGHTS

4.	200 Watt Electrolier	8	\$9,350.00 EA	\$74,800.00
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SUB-TOTAL ==> \$74,800.00

K. STRIPING AND SIGNAGE

1.	Stop Bar Legend	4	\$578.00 EA	\$2,312.00
2.	Street Name Sign	1	\$425.00 EA	\$425.00
9.	Fire Hydrant Markers	6	\$25.00 EA	\$150.00
12.	Traffic Delineation	2,600	\$4.20 LF	\$10,920.00

SUB-TOTAL ==> \$13,807.00

N. MISCELLANEOUS

1.	Landscape w/ Irrigation (Streetscape)	12,100	\$8.25 SF	\$99,825.00
2.	Joint Trench	2,595	\$86.00 LF	\$223,170.00

SUB-TOTAL ==> \$322,995.00

CONSTRUCTION SUB-TOTAL ==> \$2,140,497.50
GENERAL CONTRACTOR OH/P, INSURANCE & GENERAL CONDITIONS (15%) ==> \$321,074.63
TOTAL \$2,461,572.13

ADMINISTRATIVE AND ENGINEERING (SOFT COSTS) - 20% ==> \$492,314.43
GRAND TOTAL ==> \$2,953,886.55

N-S Collector Road
Crossroads West Specific Plan - MU-1 Site

Engineers Estimate for Infrastructure Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SITE PREPARATION AND GRADING				
1.	Clearing and Grubbing	1.3	\$7,150.00 AC	\$8,937.50
22.	Earthwork	6,000	\$5.25 CY	\$31,500.00
24.	Traffic Control	15	\$1,200.00 DAY	\$18,000.00
25.	Rough Grading	6,000	\$3.50 CY	\$21,000.00
26.	Import	960	\$115.00 CY	\$110,400.00
27.	Export	960	\$65.00 CY	\$62,400.00
29.	Street Fine Grading	25,848	\$0.75 SF	\$19,386.00
32.	Mobilization	2	\$12,000.00 LS	\$24,000.00
37.	12" over Ex. Of Fills and Recompact	960	\$3.50 CY	\$3,360.00
SUB-TOTAL ==>				\$298,983.50
B. EROSION CONTROL				
1.	Erosion Control Improvements	1.3	\$2,200.00 AC	\$2,750.00
2.	Temporary Concrete Washout	5.0	\$1,210.00 EA	\$6,050.00
3.	Temporary Inlet Protection - Gravel Bags	5.0	\$210.00 EA	\$1,050.00
5.	Temporary Straw Wattle	1,520	\$3.75 LF	\$5,700.00
6.	Temporary Stabilized Construction Entrance	2.0	\$1,780.00 LS	\$3,560.00
7.	Temporary Silt Fence	1,520	\$6.60 LF	\$10,032.00
9.	Hydroseeding	28,152	\$0.35 SF	\$9,853.20
10.	Street Sweeping	3.0	\$4,200.00 LS	\$12,600.00
12.	Maintenance	2	\$2,750.00 MON	\$5,500.00
SUB-TOTAL ==>				\$57,095.20
C. SANITARY SEWER				
10.	PVC - Sanitary Sewer Transmission	480	\$33.00 LF	\$15,840.00
18.	48" - Sanitary Sewer Manhole	2	\$5,000.00 EA	\$10,000.00
21.	Sanitary Sewer Cleanout	4	\$935.00 EA	\$3,740.00
23.	Lateral Service Connection	4	\$650.00 EA	\$2,600.00
27.	Connect to Existing Sewer Manhole	1	\$4,000.00 EA	\$4,000.00
SUB-TOTAL ==>				\$36,180.00
D. STORM				
18.	24" HDPE - Storm Drainage	310	\$65.00 LF	\$20,150.00
19.	18" HDPE - Storm Drainage	145	\$48.00 LF	\$6,960.00
21.	12" HDPE - Storm Drainage	173	\$46.50 LF	\$8,044.50
48.	Curb Inlet - City Standard	3	\$2,900.00 EA	\$8,700.00
56.	48" - Storm Drainage Manhole	2	\$5,000.00 EA	\$10,000.00
63.	Connect to Existing Storm Manhole	1	\$4,000.00 EA	\$4,000.00

SUB-TOTAL ==> \$57,854.50

E. WATER SYSTEM

3.	12" PVC - Water	760	\$48.00 LF	\$36,480.00
5.	PVC - Hydrant Water Service Line	80	\$41.00 LF	\$3,280.00
13.	12" Butterfly Valve	12	\$2,500.00 EA	\$30,000.00
14.	Hydrant Gate Valve	4	\$1,525.00 EA	\$6,100.00
21.	Hydrant Bury, Valve, and Tee	4	\$6,200.00 EA	\$24,800.00
28.	Cut-in Tee to Existing Water Line	1	\$22,500.00 EA	\$22,500.00

SUB-TOTAL ==> \$123,160.00

F. IRRIGATION

9.	2" Irrigation Service	1,520	\$24.20 LS	\$36,784.00
10.	1.5" Irrigation Meter with backflow assembly	1	\$12,000.00 EA	\$12,000.00

SUB-TOTAL ==> \$48,784.00

H. STREETS

2.	6" Vertical Curb and Gutter	1,520	\$32.00 LF	\$48,640.00
8.	4" PCC Concrete Walk (Includes Ramps and Returns)	7,600	\$6.00 SF	\$45,600.00
13.	ADA Ramp (Labor and Truncated Domes Only)	8	\$3,120.00 EA	\$24,960.00
17.	4" AC over 10" AB Pavement	25,848	\$5.20 SF	\$134,409.60
31.	Commercial Driveway	4	\$7,500.00 LS	\$30,000.00

SUB-TOTAL ==> \$283,609.60

J. STREET LIGHTS

4.	200 Watt Electrolier	3	\$9,350.00 EA	\$28,050.00
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SUB-TOTAL ==> \$28,050.00

K. STRIPING AND SIGNAGE

1.	Stop Bar Legend	4	\$578.00 EA	\$2,312.00
2.	Street Name Sign	1	\$425.00 EA	\$425.00
9.	Fire Hydrant Markers	4	\$25.00 EA	\$100.00
12.	Traffic Delineation	760	\$4.20 LF	\$3,192.00

SUB-TOTAL ==> \$6,029.00

N. MISCELLANEOUS

1.	Landscape w/ Irrigation (Streetscape)	7,600	\$8.25 SF	\$62,700.00
2.	Traffic Signal (New)	1	\$380,000.00 EA	\$380,000.00
3.	Joint Trench	780	\$96.00 LF	\$74,880.00

SUB-TOTAL ==> \$517,580.00

CONSTRUCTION SUB-TOTAL ==> \$1,457,325.80
GENERAL CONTRACTOR OH/P, INSURANCE & GENERAL CONDITIONS (15%) ==> \$218,598.87
TOTAL \$1,675,924.67

ADMINISTRATIVE AND ENGINEERING (SOFT COSTS) - 20% ==> \$335,184.93
GRAND TOTAL ==> \$2,011,109.60

Onsite PUE
Crossroads West Specific Plan - MU-1 Site

Engineers Estimate for Infrastructure Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SITE PREPARATION AND GRADING				
1.	Clearing and Grubbing	1.7	\$7,150.00 AC	\$12,226.50
SUB-TOTAL ==>				\$12,226.50
B. EROSION CONTROL				
1.	Erosion Control Improvements	1.7	\$2,200.00 AC	\$3,762.00
2.	Temporary Concrete Washout	4	\$1,210.00 EA	\$4,840.00
5.	Temporary Straw Wattle	4,500	\$3.75 LF	\$16,875.00
6.	Temporary Stabilized Construction Entrance	1	\$1,780.00 LS	\$1,780.00
7.	Temporary Silt Fence	4,500	\$6.60 LF	\$29,700.00
12.	Maintenance	2	\$2,750.00 MON	\$5,500.00
SUB-TOTAL ==>				\$62,457.00
C. SANITARY SEWER (FRONT PUE)				
10.	PVC - Sanitary Sewer Transmission	2,000	\$33.00 LF	\$66,000.00
18.	48" - Sanitary Sewer Manhole	7	\$5,000.00 EA	\$35,000.00
C. SANITARY SEWER (BACK PUE)				
10.	PVC - Sanitary Sewer Transmission	2,133	\$33.00 LF	\$70,389.00
18.	48" - Sanitary Sewer Manhole	10	\$5,000.00 EA	\$50,000.00
SUB-TOTAL ==>				\$221,389.00
E. WATER SYSTEM (FRONT LOOP)				
3.	12" PVC - Water	2,040	\$48.00 LF	\$97,920.00
5.	PVC - Water	760	\$41.00 LF	\$31,160.00
13.	12" Butterfly Valve	5	\$2,500.00 EA	\$12,500.00
14.	Gate Valve	16	\$1,525.00 EA	\$24,400.00
21.	Hydrant Bury, Valve, and Tee	14	\$6,200.00 EA	\$86,800.00
E. WATER SYSTEM (BACK LOOP)				
3.	12" PVC - Water	2,005	\$48.00 LF	\$96,240.00
5.	PVC - Water	300	\$41.00 LF	\$12,300.00
13.	12" Butterfly Valve	4	\$2,500.00 EA	\$10,000.00
14.	Gate Valve	8	\$1,525.00 EA	\$12,200.00
21.	Hydrant Bury, Valve, and Tee	8	\$6,200.00 EA	\$49,600.00
SUB-TOTAL ==>				\$433,120.00
CONSTRUCTION SUB-TOTAL ==>				\$729,192.50
GENERAL CONTRACTOR OH/P, INSURANCE & GENERAL CONDITIONS (15%) ==>				\$109,378.88
TOTAL				\$838,571.38
ADMINISTRATIVE AND ENGINEERING (SOFT COSTS) - 20% ==>				\$167,714.28
TOTAL ==>				\$1,006,285.65

EXHIBIT H-1
SDF FEE SCHEDULE
(AS OF THE DEVELOPMENT AGREEMENT EFFECTIVE DATE)

Land Use	Water	Sewer	Storm	Parks/Rec	Gen Gov/Police	Traffic	5% Admin	Total
Residential	Per DU	Per DU	Per DU	Per DU	Per DU	Per DU	Per DU	Per DU
Clustered Rural (RR)	\$13,958	\$5,199	\$7,899	\$3,562	\$1,290	\$3,675	\$1,779	\$37,362
Lower Density (LDR)	\$7,270	\$3,170	\$7,164	\$4,049	\$1,466	\$3,087	\$1,310	\$27,517
Medium Density (MDR)	\$6,979	\$2,648	\$2,892	\$3,470	\$1,255	\$2,720	\$998	\$20,962
Higher Density (HDR)	\$5,060	\$3,251	\$3,264	\$2,892	\$1,046	\$2,315	\$891	\$18,720
Mixed Use (Residential) (MU)	\$5,060	\$984	\$2,112	\$2,524	\$914	\$3,675	\$764	\$16,034
Non Residential	Per Square Foot	Per Square Foot	Per Square Foot	Per Square Foot	Per Square Foot	Per Square Foot	Per Square Foot	Per Square Foot
Community Commercial (CC)	\$2.14	\$1.71	\$4.40	N/A	\$0.38	\$5.76	\$0.72	\$15.12
Mixed Use (Commercial) (MU)	\$2.15	\$1.72	\$4.37	N/A	\$0.38	\$5.99	\$0.73	\$15.35
Industrial Business Park (I/BP)	\$2.13	\$1.45	\$4.31	N/A	\$0.28	\$5.96	\$0.70	\$14.83
Office (MU LU Classification)	\$2.10	\$1.34	\$4.22	N/A	\$0.53	\$3.63	\$0.59	\$12.41

Sewer and Traffic fees subject to increases pursuant to Sections 5.09 and 6.01 of the Development Agreement.

All SDF fees subject to annual escalation pursuant to Sections 5.09 and 6.01 (five years after the Effective Date)

EXHIBIT H-2

MU-1 Improvements to be Reimbursed through City's System Development Fee Program

Item	Location	Name	Project Length	Improvement Cost ⁽¹⁾	ROW Cost	From Eng. Estimate
1	Oakdale Road	Grading, Paving, Curb, Gutter & Sidewalks	1470	\$1,239,044.04	(2)	Site Preparation & Grading, Erosion Control, Streets, Striping & Signage (incl. Bike Lane)
2	Oakdale Road	Street Lights & Traffic Signal & Joint Trench	NA	\$808,224.60		Street Lights, Traffic Signal Modifications (Freddi Lane & Claribel Road) & Joint Trench
3	Oakdale Road	Storm Drainage System	1470	\$332,814.60		Storm
4	Oakdale Road	Water System	1470	\$22,452.60		Water System
5	Oakdale Road	Landscape/Irrigation & Bus Shelter	1470	\$207,100.05		Landscape/Irrigation and Bus Shelter
6	Claribel Road	Grading, Paving, Curb, Gutter & Sidewalks	2590	\$1,760,134.11	(2)	Site Preparation & Grading, Erosion Control, Streets, Striping & Signage (Inc. Bike Lane)
7	Claribel Road	Street Lights & Joint Trench	NA	\$411,198.60		Street Lights & Joint Trench
8	Claribel Road	Storm Drainage System	2590	\$334,812.84		Storm
9	Claribel Road	Water System	2590	\$206,592.90		Water System
10	Claribel Road	Landscape/Irrigation	2590	\$241,148.10		Landscape/Irrigation
11	N-S Collector Road	Sanitary Sewer	480	\$49,928.40		Sanitary Sewer
12	N-S Collector Road	Storm	455	\$79,839.21		Storm
13	N-S Collector Road	Water System	760	\$169,960.80		Water System
14	N-S Collector Road	Traffic Signal	NA	\$524,400.00		Traffic Signal New (Claribel Road)
15	Onsite (PUE)	Water System	2800	\$348,836.40		Water System (Front Loop)
16	Onsite (PUE)	Sanitary Sewer	2000	\$139,380.00		Sanitary System (Front Loop)

(1) Improvement Cost includes engineers estimate plus the 15% General Contractor (OH&P, Insurance & General Conditions) and the 20% Administrative and Engineering

(2)) Right of way (ROW) acquisition costs to be determined by appraisal once required, and shall not exceed actual cost

EXHIBIT H-3
MU-1 Improvements to be Reimbursed by Sales Tax Revenue

Item	Location	Facility/ Work	Length	Improvement Cost ⁽¹⁾	ROW Cost	Description from Engineer Estimate
1	N-S Collector Road	Grading, Paving, Curb, Gutter & Sidewalk	780	\$891,089.87	(2)	Site Preparation & Grading, Erosion Control, Streets, Striping & Signage (incl. Bike Lane)
2	N-S Collector Road	Street Lights & Traffic Signal & Joint Trench	N/A	\$142,043.40		Street Lights & Joint Trench
3	N-S Collector Road	Landscape/ Irrigation	780	\$153,847.92		Landscape/Irrigation
4	Onsite (PUE)	Water System		\$248,869.20		Water System Back Loop
5	Onsite (PUE)	Sanitary System		\$166,136.82		Sanitary System Back Loop
6	Onsite (PUE)	Site Prep, Erosion Control		\$103,063.23		Site Preparation and Grading, Erosion Control

(1) Estimated Cost includes engineers estimate, plus 15% General Contractor (OH&P, Insurance & General Conditions) and 20% for Administrative and Engineering

(2) Right of way (ROW) acquisition costs to be determined by appraisal once required, and shall not exceed actual cost

EXHIBIT I
FORM OF SALES TAX SHARING AGREEMENT

[See Attachment 5, Exhibit A]

EXHIBIT J

ORDINANCE NO. 2019-_____

PROPOSED

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: March 26, 2019

Subject: A **Resolution** Approving the Exception of Riverbank Municipal Code Section 94.06 of Chapter 94: Park Regulations that Prohibits Alcohol in City Parks to Allow for the Sale of Alcohol During the City's 2019 Riverbank Summer Concert Series Event at Jacob Myers Park

From: Sean Scully, City Manager

Submitted by: Julia Petit, Recreation Supervisor

RECOMMENDATION

It is recommended that the City Council consider approval of an exception to Municipal Code 94.06 for the Summer Concert Series on the following Fridays in June: June 7th, 14th, 21st, and 28th from 5:00 PM to 9:00 PM at Jacob Myers Park.

SUMMARY

Approval of exception to the Municipal Code 94.06 for this special event will allow the Parks and Recreation Department to plan for a monitored and controlled beer booth at the event. Including a beer booth at the Summer Concert events is intended to bring more people to the event, create a revenue source that will benefit the Friends of Jacob Myers Park, and highlight local craft beer vendors and nonprofits in the Riverbank community.

BACKGROUND

Jacob Myers Park is a wonderful destination in our community for residents and visitors of Riverbank. Its location next to the Stanislaus River, immense open space, and large shade-providing oak trees make this the ideal location for summer events. The Riverbank Summer Concert Series will work with FM Concerts to provide live music from various genres, food and craft vendors, and activities for kids geared toward outdoor education. We are currently in the process of securing sponsors so that we can offer this event to the community free of charge, as well as promote our local businesses. We plan to have an area where St. Stans Brewery will serve craft beer to attendees. St. Stans has agreed to donate a percentage of their profits to the Friends of Jacob Myers Park. The area where beer is allowed is to be fenced off in a section of the park. Attendees will not be

permitted to access all areas of the park with beer, only the permitted area. We plan to include additional staffing to establish and maintain the cleanliness of the park, and security to monitor the time and area of usage. The Summer Concert Series will be held on the four Fridays in June. Starting at 5:00 PM, the normal park entrance fee will be waived and activities will begin. Live music will begin at 7:00 PM and finish at 8:00 PM. The vendors will remain on the premises for attendees until 9:00 PM when the park will close for the evening.

STRATEGIC PLAN

Community events specifically planned to involve individuals and families of all ages aligns with the City of Riverbank's vision of creating "recreational opportunities for all ages." Also, by involving additional security, staff, and fencing for the area where alcohol will be served, as well as including kids activities related to outdoor education, we hope to embody the City's Mission of cultivating a "safe family-oriented community". Finally, various genres, local business partnership, and different vendors, are intended to cater to the diversity of residents in Riverbank.

FINANCIAL IMPACT

There will be no financial impact on the general fund. The costs of the Summer Concert Series will be covered by sponsorships.

ATTACHMENT

There are no attachments to this item.

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA,
APPROVING THE EXCEPTION OF RIVERBANK MUNICIPAL CODE SECTION 94.06 OF
CHAPTER 94: PARK REGULATIONS THAT PROHIBITS ALCOHOL IN CITY PARKS TO
ALLOW FOR THE SALE OF ALCOHOL DURING THE CITY'S 2019 RIVERBANK SUMMER
CONCERT SERIES EVENT AT JACOB MYERS PARK**

WHEREAS, the City's Parks and Recreation Department offers special events to benefit and strengthen the sense of community in Riverbank; and

WHEREAS, individuals, families, and businesses have the opportunity to benefit from being involved and attending the Riverbank Summer Concert Series events; and

WHEREAS, by approving the exception of Riverbank Municipal Code 94.06, the City's Parks and Recreation Department Staff will coordinate alcohol sales involving St. Stans Brewery, the Friends of Jacob Myers Park, and other local non-profits; and

WHEREAS, a designated area will be established to secure and manage responsible alcohol consumption in the Park, with increased staff and security that will facilitate operations, maintain the cleanliness and safety of the park before, during, and after the event; and

WHEREAS, the celebration and exposure of local live music is showcased, and local vendors and businesses will receive exposure in our community; and,

WHEREAS, residents and visitors have the opportunity to spend time and enjoy the City's beautiful Jacob Myers Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank conditionally lifts the Riverbank Municipal Code Section 94.06 of Chapter 94: Park Regulations, that prohibits alcoholic beverages at city parks to allow for alcohol sales at the City's 2019 Riverbank Summer Concert Series events on Friday, June 7th; Friday, June 14th; Friday, June 21st, and Friday, June 28th, from 5:00 p.m. to 9:00 p.m. at Jacob Myers Park.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of March, 2019; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: March 26, 2019

Subject: A **Resolution** to Authorize and Create a Security and Traffic Camera Pilot Program and Direct the City Manager to Enter into Necessary Agreements with QPCA for Camera Leases and to Appropriate Funds from the Public Benefit Fund to Pay for Said Leases

Submitted by: Sean Scully, City Manager

RECOMMENDATION

It is recommended that the City Council consider the attached resolution establishing a Security and Traffic Camera Pilot Program, authorizing the City Manager to enter into necessary contract for security cameras and associated services with QPCS and appropriating funds from the Public Benefit Fund for the pilot program.

Alternatively Council may provide alternate direction on security and camera programs.

SUMMARY

During the past two strategic planning sessions the City Council has expressed interest in exploring security/traffic camera systems for use within the City of Riverbank. The discussions have revolved around the desire to improve safety and security not only within the City's public spaces (parks, city facilities etc) but also within high traffic areas. Modern camera equipment offers a wide variety of technology based solutions for the monitoring of areas prone to vandalism and crime in addition to offering additional tools for law enforcement investigations. From a traffic perspective cameras have proven to be useful from a traffic management and engineering perspective. Modern traffic camera equipment have the ability to conduct time based traffic counts which can give important data to the City's streets and roads divisions for maintenance, safety and future road projects/needs.

A multitude of camera options are available for a variety of municipal needs. Staff reviewed a number of different possibilities all with various advantages and disadvantages. The primary concerns with regard to camera purchase initially included, cost, initial/ongoing technical training, maintenance, transmission, data/record retention, additional staff time for monitoring and additive equipment (servers) required for storage of the data. Based on initial due diligence, it became apparent that significant upfront capital investment would be required even for a small scale system. Given the limited

resources available for this type of project staff began looking into different models that could potentially meet the same goal.

To this end, the concept of a camera lease model was explored. QPCS is a local firm that provides both purchase and lease camera options for municipalities throughout California. QPCS has a state California Multiple Award Contract from the State of California which allows them to be a sole source vendor and allows the City to take advantage of negotiated pricing. The lease model proposed allows for use of a camera system which will be installed, managed, and maintained by QPCS. In addition, the contract includes remote monitoring of park/facilities where the cameras are installed. The lease model allows for a pilot program without a large scale upfront infrastructure investment. The lease terms are one year and may be cancelled or extended at the end of the year. In addition, the City may also elect to purchase the equipment after the year lease period.

Camera Detail:

The cameras proposed can be divided into two types, the first being traditional park/public facility security cameras and intersection cameras (Bosch 6000i Bullet Camera). These cameras are highly visible and are equipped with motion sensing technology that will identify people in the park after hours and notify them that the park is closed as they must leave. In parks and public spaces their visibility is intended to service as a crime deterrent in addition to a tool that can be used for investigations. This camera is also useful for intersection monitoring as it has a wide angle lens that can capture a large section of traffic intersections. The second type of camera proposed is a Bosch Dinion 5000 ALPR which is a black and white camera outfitted with license plate readers (LPR) technology. This technology would not be for ticketing at intersections, but as a tool to aid law enforcement in investigations (stolen vehicles and other criminal investigations). LPR technology on this camera works during both daytime and nighttime. For traffic intersections it is typically recommended that one of each type of camera is used, one for general monitoring and the other for LPR functionality.

All cameras proposed will transmit data via a 4g wireless connection which avoids the need for costly undergrounding or connection to transmission wire. Storage of video data is held both on the device and backed up in the cloud. Authorized law enforcement and staff would be able to access the device through a web based system. The City of Riverbank would have no storage, retention or maintenance responsibilities under this agreement. If Council directs this project to move forward staff will work with Police Services to develop appropriate policies for the use of the camera system.

QPCS would be responsible for mounting devices and moving devices (if the City later requests a camera be moved to a new location). The service would include an initial installation charge and then a monthly charge for the lease and service thereafter. The contract would be for an introductory (pilot) period of one year. Staff would propose that after a year an analysis be brought back to Council on the cameras usefulness and effectiveness with options for either renewal of lease or purchase of equipment (the lease allows for purchase of the installed equipment).

Cost Information:

QPCS has proposed unit quote for a variety of different possibilities for this program. **All options listed below can be scaled to include more or less cameras of different types, which would proportionately raise or lower the price.** For example, if Council did not want to pilot LPR cameras as part of this project, LPR cameras could be removed from the quote and traditional surveillance cameras could remain or visa versa. The options listed below are illustrative only and can be amended or edited based on Council direction. Options will be listed in order for price (least expensive to most expensive).

Option 1: 8 Camera System (4 surveillance cameras and 4 LPR cameras) – 1872.72 monthly fee (approximate yearly cost \$22,474). One time installation fee of \$4,450

Option 2: 12 Camera System (6 surveillance cameras and 6 LPR cameras) – \$2719.18 monthly fee (approximate yearly cost \$32.630). One time installation fee of \$4,450

Option 3 (primarily a traffic monitoring option): 11 camera system (1 surveillance camera and 10 LPR cameras) \$3529 monthly (approximate yearly cost \$45,683) . One time installation fee of \$6510.25

Option 4 (most expensive and comprehensive option): 22 camera system (9 surveillance and 13 LPR) – monthly cost \$6235.71 (approximate yearly cost \$74,828.52). One time installation fee of \$8,137.81

If Council is interested in the pilot program, it is recommended that Council provide some guidance on the desired expenditure and whether or not to include LPR use as part of the pilot program.

Placement / Location:

If approved, safety, roadway, and public works staff will work to identify key areas for the use of the cameras for both traffic and security purposes. Potential camera locations will be considered based on service need, availability of power, and safety/engineering interests. For example, the Skate Park and Community Center Park would be likely areas for surveillance cameras due to the periodic crime and after hour activity at those locations. From a traffic perspective, major intersections such as Patterson and Oakdale Rd would be likely candidates for traffic monitoring.

FINANCIAL IMPACT

In June of 2018 the City of Riverbank established a “Public Benefit Fund” for any cannabis related revenues received by approved cannabis businesses within Riverbank. The Council established a policy for various types of appropriate expenditures that may be charged to the Public Benefit Fund. The Council approved four approved expenditure categories which are, public safety, code enforcement, service enhancements and offsets to other departments for administration of the fund (finance). An expenditure related to cameras and camera services would be applicable to the public safety and code enforcement category’s as the cameras can aid (and potentially deter) in a number of law

enforcement and code enforcement matters. The Public Benefit Fund has a current balance of approximately \$390,000. It is estimated that the fund will collect an additional amount of \$130,000 to \$160,000 for the remainder of this fiscal year (March – June). Expenses from the fund have been minor thus far however an additional deputy position is expected to be budgeted out of this fund in addition to some code enforcement staff time. Even with those expenditures (provided that revenues continue with current trends) the public benefit fund will remain very healthy (after expenses fund balance estimated to be more than \$300,000, not including additional future revenues). If Council would like to move forward with the camera system pilot program staff would recommend an appropriate amount from the public benefit fund for those expenditures.

STRATEGIC PLAN

A core component of the strategic plan is to “improve public safety”. Exploration of the use of security cameras is a specific strategy noted in the strategic plan.

ATTACHMENTS

- 1) Resolution 2019-XXXX
- 2) Technical Details of proposed cameras, examples of video quality/mounting options, example of possible placement locations.

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO AUTHORIZE AND CREATE A SECURITY AND TRAFFIC CAMERA PILOT PROGRAM AND DIRECT THE CITY MANAGER TO ENTER INTO NECESSARY AGREEMENTS WITH QPCS FOR CAMERA LEASES AND TO APPROPRIATE FUNDS FROM THE PUBLIC BENEFIT FUND TO PAY FOR SAID LEASES

WHEREAS, the City Council previously stated a desire to explore and potentially implement security and traffic cameras in the City of Riverbank; and

WHEREAS, QPCS is a CMAS (California Multiple Award Contract with the State of California) vendor and has proposed a variety of options for camera lease, which offers an opportunity for a pilot program that will allow for the City to test the use of security and traffic cameras without a significant upfront infrastructure investment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby declare as follows:

Section 1. The City Attorney will review any proposed agreements between QPCS and the City of Riverbank prior to execution.

Section 2. The term of the agreement shall be for a period of one (1) year.

Section 3. City staff will research and propose industry standard policies for the use of said cameras and its recordings.

Section 4. The City's Public Safety, Traffic, Public Works, and Engineer staff will identify key locations for use of the cameras.

Section 5. The City shall abide by all laws and policies governing the authorization to inspect, review, use, copy, or disclose camera recordings.

Section 6. At the end of the one-year lease pilot period staff will present its findings on the effectiveness of said security and traffic camera system.

Section 7. The appropriation of funds from the Public Benefit Fund for the security and traffic pilot program meets the policies established for the use of those funds.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Riverbank hereby authorizes the security and traffic camera pilot program and the appropriation of \$_____ from the Public Benefit fund for a camera lease agreement with QPCS.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 26th day of March, 2019; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

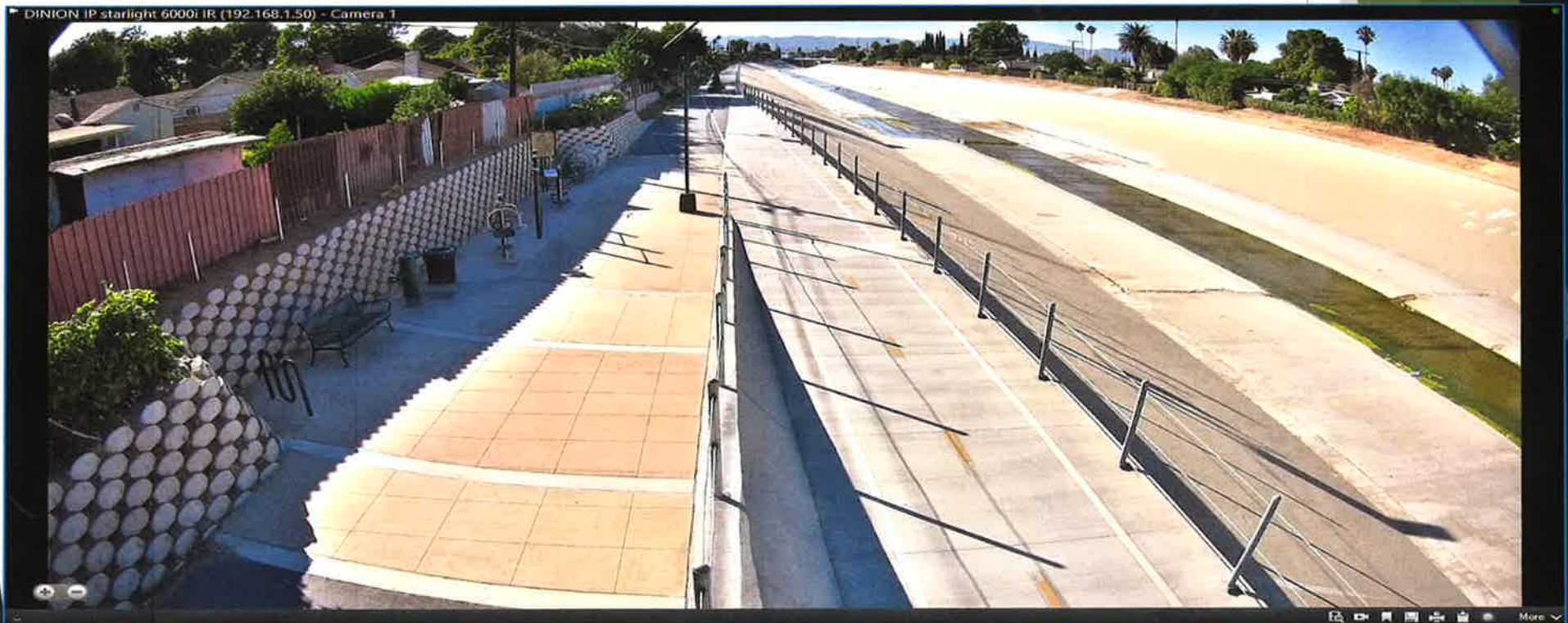
APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Bosch 6000i Camera View (Day)

- Outdoor Rated
- Video Resolution: 1080p, HD (High Definition), Frame Rate: 25 and 30
- Video Analytics: The system reliably detects, tracks, and analyzes objects, and alerts you when predefined alarms are triggered. A smart set of alarm rules makes complex tasks easy and reduces false alarms to a minimum.
- HDR (High Dynamic Range) Mode :The high dynamic range mode is based on a multiple exposure process that captures more details in the highlights and in the shadows even in the same scene
- Storage Management & Edge Recording: Built in storage, allows you to store up to 2TB inside the camera as well as a cloud management system. Allowing you to access live footage from anywhere, using any smart phone or computer system.



Bosch Bullet 2MP HDR 2.5-12mm (Night)

True day/ night switching: The camera incorporates mechanical filter technology for vivid daytime color and exceptional night-time imaging while maintaining sharp focus under all lighting conditions.



DINION capture 5000

- This ALPR has an operational range of up to 28 m (92 ft),
- This DINION capture 5000 delivers high contrast number plate images across the complete spectrum of ambient lighting conditions, from total darkness to direct glare from sunlight and vehicle headlights.
- This camera can capture clear plate images from vehicles moving at speeds of up to 225 km/h (140 mph) enabling effective capture on motorways, highways and in other high speed applications.



Santa Fe St & Condray Ave

- 1 RSU
- 1 Fixed Camera



- RSU would be mounted inside restrooms storage room, large mast will need to be installed on restroom building to have proper coverage & be out of the publics reach.



Oakdale Rd & Claribel Rd

- 1 RSU
- 1 RSU-XT
- 2 ALPR
- 2 Ubiquitis



- ALPR on pole 1 will be pointed at the South Bound exit lane, ALPR on pole 2 will be pointed at the West Bound Exit lane.

