

## CITY COUNCIL / LRA BOARD

### **Mayor/Chair**

Rachel Hernandez

### **Council/Authority Members**

District 1 — Luis Uribe

District 2 — Cindy Fosi

**Vice Mayor**, District 3 — John Pimentel

District 4 — Stacy Call



## CITY OF RIVERBANK

### **Regular City Council and Local Redevelopment Authority Board Meetings**

Council Chambers  
6707 Third Street, Suite B  
Riverbank, CA 95367



**TUESDAY, FEBRUARY 10, 2026 — 6:00 PM**

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

1. **CALL TO ORDER**

2. **FLAG SALUTE**

3. **INVOCATION**

4. **ROLL CALL**

5. **AGENDA CHANGES**

6. **CONFLICT OF INTEREST**

Any Council/Authority Member who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time. Pursuant to Government Code Section 84308 (Levine Act), any Council /Authority Member who has received a contribution of \$500 or more within the preceding 12 months from a party, participant, or their agent related to an item on the agenda must disclose that contribution on the record prior to participation in the discussion or decision on the item and may be required to recuse themselves, as applicable.

7. **PRESENTATIONS (Informational only)**

**Item 7.1. Presentation to Review the Cheese and Wine Festival 2025 and Plans for the 2026 Cheese and Wine Festival**

8. **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 3 minutes (or as stated by the presiding Officer) and time cannot be yielded to another person. Under State law, matters presented during the public comment period cannot be discussed or acted upon.

**Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.**

**9. CONSENT CALENDAR (No obligation to read aloud)**

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 9.1. Waiver of Readings**

**Item 9.2. Approval of the City Council and Local Redevelopment Authority Board Meeting Minutes for January 27, 2026.**

**Item 9.3. Resolution Authorizing the City Manager to Execute a Contract with Willdan Financial Services to assist the Community Development Department with Updating the Citywide System Development Fee (SDF) Program**

**10. NEW BUSINESS**

**Item 10.1. Resolution Approving a Commercial Lease Agreement for 3313 Santa Fe Street (APN 132-009-056) and Authorizing the City Manager to Execute Said Agreement**

**11. COMMENTS/REPORTS**

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

**Item 11.1. Staff**

**Item 11.2. Council/Authority Member**

**Item 11.3. Mayor/Chair**

**12. CLOSED SESSION**

The public will have a limit of 3 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session

**Item 12.1. CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Mid-Management Employee

**Item 12.2. CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Miscellaneous Employees

**Item 12.3. CONFERENCE WITH LABOR NEGOTIATORS**  
(Pursuant to Government Code §54957.6)  
Agency representative: City Manager Marisela H. Garcia  
Employee Organizations: Unrepresented Contract Employees

**Item 12.4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
(Pursuant to Govt. Code § 54956.8)  
Property: 3300 Atchison Rd. (APN: 132-009-069)  
Agency Negotiator: Marisela H. Garcia, City Manager  
Property Negotiator: Del Rio City Center, LLC.  
Under Negotiation: Price, terms of payment, or both

**Item 12.5. CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION**  
Significant Exposure to Litigation (Pursuant to Gov. Code § 54956.9(d))  
Number of Potential Cases:1

**13. REPORT FROM CLOSED SESSION**

**Item 13.1. Report from Item 13.1**  
**CONFERENCE WITH LABOR NEGOTIATORS**  
(Pursuant to Government Code §54957.6)  
Agency representative: City Manager Marisela H. Garcia  
Employee Organizations: Riverbank Mid-Management Employee Association

**Item 13.2. Report from Item 13.2**  
**CONFERENCE WITH LABOR NEGOTIATORS**  
(Pursuant to Government Code §54957.6)  
Agency representative: City Manager Marisela H. Garcia  
Employee Organizations: Riverbank Miscellaneous Employees

**Item 13.3. Report from Item 13.3**  
**CONFERENCE WITH LABOR NEGOTIATORS**  
(Pursuant to Government Code §54957.6)  
Agency representative: City Manager Marisela H. Garcia  
Employee Organizations: Unrepresented Contract Employees

**Item 13.4. Report from Item 13.4**  
**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
(Pursuant to Govt. Code § 54956.8)  
Property: 3300 Atchison Rd. (APN: 132-009-069)  
Agency Negotiator: Marisela H. Garcia, City Manager  
Property Negotiator: Del Rio City Center, LLC.  
Under Negotiation: Price, terms of payment, or both

**Item 13.5. Report from Item 13.5**  
**CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION**  
Significant Exposure to Litigation (Pursuant to Gov. Code § 54956.9(d))  
Number of Potential Cases:1

## 14. ADJOURNMENT

The Next Regular City Council Meeting will be on Tuesday, February 24, 2026.

### **AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, South City Hall public exterior Bulletin, Riverbank Community Center exterior bulletin, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.  
Posted this 5th Day of February, 2026

*/s/ Gabriela Hernandez, CMC, City Clerk*



### **ADA COMPLIANCE STATEMENT**

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

### **NOTICE REGARDING NON-ENGLISH SPEAKERS**

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City 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.



### **How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo**

#### **STEP 1/PASO 1**



#### **STEP 2/PASO 2**



#### **STEP 3/PASO 3**



**Scan QR Code**

**Escanea el código**

**Choose Spanish Language**

**Escoja el idioma Español**

**Read Captions on Device**

**Use Headset for Audio**

**Lea subtítulos en su aparato**

**Use auriculares para audio**

**<https://attend.wordly.ai/join/LHDA-5715>**

## TELECONFERENCE/VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

### PUBLIC "LIVE" VIEWING

- Government Channels: Charter — 2 and AT&T U-VERSE — 99
- YouTube Live — City of Riverbank
- Via ZOOM Platform (See instructions below)

### SUBMITTING PUBLIC COMMENTS FOR THE RECORD

**Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter.**

Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 p.m., please call the City Clerk's Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

### ACCEPTABLE METHODS OF SUBMITTING COMMENTS BEFORE THE 5:00 PM DEADLINE

- **Via Mail Service:** Mail comments to City of Riverbank, Attn: City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** [cityclerk@riverbank.org](mailto:cityclerk@riverbank.org)  
(*Note: This technology is not a guaranteed method.*)
  - Indicate Agenda Item # in the *subject line*. (Call 209-863-7198 / 209-863-7122 to ensure receipt.)
- **Oral Comments In-Person:** The Mayor will ask the public if anyone wishes to comment, at that time you may approach the podium.
- **Oral Comments Via Zoom:** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
  - **Using a computer** — click on the “raise hand” feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
  - **Using a Phone** — press \*9 to “raise the hand”. This will alert staff that you wish to speak, and you will be unmuted.
  - (Please make sure the volume on your device is on and that any nearby device or any nearby device is turned down.)

**Teleconference Phone Number: (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM**

while making oral comments, please immediately call the teleconference phone number **(209) 863-7151** so that Council may receive your comments. Council will be waiting for your call.  
Thank you.

#### **JOIN THE MEETING VIA ZOOM PLATFORM**

Join by this link: <https://us02web.zoom.us/j/81500912873>

Join by accessing website: <https://zoom.us/join> — enter Webinar ID: **815 0091 2873**

Join by telephone: 1 669 444 9171 OR 1 669 900 9128, plus Webinar ID: **815 0091 2873**

Learn about using ZOOM - Visit <https://zoom.us/j/> for a free account or to download the app.

# RIVERBANK CITY COUNCIL / LRA BOARD

## AGENDA ITEM NO. 7.1.

### SECTION : PRESENTATIONS

<b>Meeting Date:</b>	2/10/2026
<b>Subject:</b>	<b>Presentation to Review the Cheese and Wine Festival 2025 and Plans for the 2026 Cheese and Wine Festival</b>
<b>From:</b>	Marisela H. Garcia, City Manager
<b>Submitted by:</b>	Michael Patton, Director of Parks & Recreation

#### **RECOMMENDATION**

It is recommended that the City Council receives a presentation from Michael Patton, Director of Parks and Recreation, regarding a review of the Cheese and Wine Festival 2025 and a preview of the Cheese and Wine Festival for 2026.

#### **SUMMARY**

The Riverbank Parks and Recreation Department is providing a presentation on the Cheese and Wine Festival that occurred on October 11th, 2025.

#### **STRATEGIC PLAN**

This presentation will highlight the city's largest annual community event which has direct correlation with the vision outlined in the Strategic Plan. The vision is "Riverbank is a regional leader in sustainable development offering a unique, culturally diverse, safe, and welcoming community with a thriving downtown, recreational opportunities for all ages and abilities, and a sustainable economy — collaborating with local and regional partners."

#### **BACKGROUND**

In 2024, the City of Riverbank Parks and Recreation Department began overseeing the annual Cheese and Wine Festival. Since this shift in oversight, the department has provided presentations to the City Council and the public to provide transparency in the planning, development, and execution of the festival.

In this presentation, the Parks and Recreation Department will be providing a review of the Cheese and Wine Festival in 2025. This review will include what went well, what didn't go well, improvements to include in future years, and discussion of the revenues

and expenditures from the festival. The presentation will also include plans for the festival in 2026.

**FINANCIAL IMPACT**

This presentation does not have a financial impact.

**ATTACHMENTS**

None

# RIVERBANK CITY COUNCIL / LRA BOARD

## AGENDA ITEM NO. 9.1.

### SECTION : CONSENT CALENDAR

<b>Meeting Date:</b>	2/10/2026
<b>Subject:</b>	<b>Waiver of Readings</b>
<b>From:</b>	Marisela H. Garcia, City Manager
<b>Submitted by:</b>	Gabriela Hernandez, City Clerk

#### **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.

#### **STRATEGIC PLAN**

Waiver of reading supports the City's 2025–2030 Strategic Plan by promoting efficient and transparent decision-making.

#### **BACKGROUND**

The full readings are being waived to allow the City Council/LRA Board to introduce and consider the items in a timely and efficient manner. The items have been provided to the City Council/LRA Board in advance of the meeting for review.

#### **FINANCIAL IMPACT**

There is no financial impact associated with this report.

**ATTACHMENTS**

None

# RIVERBANK CITY COUNCIL / LRA BOARD

## AGENDA ITEM NO. 9.2.

### SECTION : CONSENT CALENDAR

<b>Meeting Date:</b>	2/10/2026
<b>Subject:</b>	<b>Approval of the City Council and Local Redevelopment Authority Board Meeting Minutes for January 27, 2026.</b>
<b>From:</b>	Marisela H. Garcia, City Manager
<b>Submitted by:</b>	Gabriela Hernandez, City Clerk

#### **RECOMMENDATION**

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of January 27, 2026.

#### **SUMMARY**

The Draft Minutes of the City Council and the Local Redevelopment Authority Board meeting have been prepared for review and approval.

#### **STRATEGIC PLAN**

Preparation and approval of the meeting minutes align with the City's 2025–2030 Strategic Plan core values of transparency and accountability.

#### **BACKGROUND**

The meeting minutes provide an official record of the actions taken and discussions held during the City Council Meetings. Staff prepares the minutes in accordance with applicable laws and established procedures, and they are presented for review and approval to ensure accuracy and transparency.

#### **FINANCIAL IMPACT**

There is no financial impact associated with this report.

#### **ATTACHMENTS**

1. Minutes 01-27-2026
2. Exhibit A-Letter from Bill Lyons

**CITY COUNCIL / LRA BOARD**

Mayor/Chair  
Rachel Hernandez  
Council/Authority Members:  
District 1-Luis Uribe  
District 2-Cindy Fosi  
Vice Mayor -District 3-John Pimentel  
District 4-Stacy Call



**CITY OF RIVERBANK**

**Regular City Council and  
Local Redevelopment Authority  
Board Meetings**  
Council Chambers  
6707 Third Street, Suite B  
Riverbank, CA 95367



**TUESDAY, JANUARY 27, 2026 – 6:00 P.M.**

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

1. **CALL TO ORDER** -Mayor / Chair Hernandez called the meeting to order at 6:00pm
2. **FLAG SALUTE** –Vice Mayor Pimentel led the pledge of allegiance.
3. **INVOCATION** – Reverend Randy Richardson provided the Invocation.
4. **ROLL CALL** – City Clerk Hernandez conducted Roll Call.

**Members of the City Council / Local Redevelopment Authority Board present:**

Council Member / Authority Member District 1 Luis Uribe  
Council Member/ Authority Member District 2 Cindy Fosi  
Council Member / Authority Member District 4 Stacy Call  
Vice Mayor / Vice Chair District 3 John Pimentel  
Mayor / Chair Rachel Hernandez

5. **AGENDA CHANGES**

No Agenda Changes.

6. **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.**

None Declared.

## **7. PRESENTATIONS (Informational only)**

*No Items Scheduled.*

## **8. 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 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

*Mayor Hernandez opened the Public Comment Period at 6:03 P.M.*

*Julia Hernandez, Sierra House Facilitator to introduce herself and share her background. Also, provided info regarding services provided at Sierra House.*

*Mayor Hernandez closed the Public Comment Period at 6:06 P.M.*

## **9. CONSENT CALENDAR (No Obligation to Read Aloud)**

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 9.1**      **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.

**Item 9.2**      **Approval** of the City Council and Local Redevelopment Authority Board Minutes for January 13, 2026.

**Item 9.3**      **Resolution 2026-004** to Approve the Award of the Pest Control Contract to Clark Pest Control

**Item 9.4**      **Resolution 2026-005** to Approve and Adopt 2026 City of Riverbank Measure L Expenditure Plan Project List

**Item 9.5**      **Second Reading by Title Only and Introduction of a Proposed Ordinance 2026-001** Amending Chapters 150 (BUILDING REGULATIONS) and 157 (WATER EFFICIENT LANDSCAPE AND IRRIGATION) of Title XV: LAND USAGE, by Amending and Adopting by Reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 10, 11 & 12, Including Identified Appendices).

*There being no public comments, Mayor Hernandez brought the item back to City Council.*

**ACTION:** *By motion moved and seconded (Fosi / Call 5/0) to approve Consent Calendar as presented.*

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

## **10. PUBLIC HEARING**

*The Public Notice for Item 11.1 was published on 01/14/2026 in the Riverbank Newspaper.*

**Item 10.1** **A Resolution to Adopt the New Fee Schedule of Park Amenities, Rentals, Recreation Programs, and Events for the City of Riverbank-** It is recommended that the City Council consider adopting a Resolution to approve the fees for Park Amenities, Rentals, Recreation Programs, and Events for the City of Riverbank offered with associated fees that are highlighted in Exhibit A.

*Director of Parks & Recreation Patton gave a comprehensive staff report and PowerPoint presentation on the proposed new fee schedule of parks amenities, rentals recreation programs, and events.*

*City Council discussed item with staff.*

*Mayor Hernandez opened the public hearing at 6:40 p.m.*

*Mayor Hernandez Closed the public hearing at 6:41 p.m.*

*There being no further public comment Mayor Hernandez brought the item back to city council.*

**ACTION:** *By motion moved and seconded (Uribe / Fosi 5/0) approve **Resolution 2026-006** adopting the fee schedule for Park Amenities, Rentals, Recreation Programs, and events for the City of Riverbank.*

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

## **11. NEW BUSINESS**

**Item 11.1** **Presentation by Chief Ridenour on Current Staffing Allocations and Five-Year Plan for Riverbank Police Services and to Consider a Resolution Authorizing the Reallocation of One Community Resource Deputy Position to a Patrol Deputy Position.-** It is recommended that the City Council receive a presentation from Chief Ridenour on the current

staffing allocation for Riverbank Police Services and the proposed five-year staffing plan. The Council is asked to consider a Resolution reallocating the already approved Community Resource Deputy position to a Patrol Deputy. Alternatively, the Council may provide feedback and direction on reallocation and staffing requests, or request that staff research other options.

*Chief Ridenour gave a comprehensive staff report and PowerPoint presentation on the current staffing allocations and five-year plan for Riverbank Police Services and the consideration of the reallocation of one community resource deputy position to a patrol deputy position.*

*City Council discussed item with staff.*

*There being no further public comment Mayor Hernandez brought the item back to city council.*

**ACTION:** *By motion moved and seconded (Fosi / Uribe 5/0) approve **Resolution 2026-007** authorizing the reallocation of one Community Resource Deputy Position to a Patrol Deputy Position.*

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

**Item 11.2** **Adoption of a Groundwater Use Management Program in the Modesto Groundwater Subbasin-** It is recommended that the City Council consider adopting a resolution authorizing collaboration with the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), its member agencies, consultants, stakeholders and the County of Tuolumne GSA to take such actions as may be reasonably necessary to (1) approve and implement the Groundwater Use Management Program (GWUMP or Program) for the Modesto Subbasin to ensure long-term groundwater sustainability, and (2) develop action plans which ensure the demand management actions identified in the GWUMP are under implementation beginning January 31, 2027. Adoption of the GWUMP fulfills commitments made in prior Council actions and advances compliance with the Sustainable Groundwater Management Act (SGMA).

*Director of Public Works Bridgewater gave a comprehensive staff report and PowerPoint presentation on collaboration with Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency and implement the Groundwater Use Management Program and develop actions plant to ensure demand management actions.*

*City Council discussed item with staff.*

*Wrangler Wheeler, Modesto resident to express his support for Item 11.2.*

*Bill Lyons, Riverbank resident to express his support for Item 11.2, provided letter to council (Exhibit A Attached)*

*Evelyn Halbert, Riverbank resident to seek clarification of Item 11.2.*

*There being no further public comment Mayor Hernandez brought the item back to city council.*

**ACTION:** *By motion moved and seconded (Hernandez / Uribe 5/0) approve Resolution 2026-008 adopting the Groundwater Use Management Program with the addition of Memo.*

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

**Item 11.3** **Adoption of a Well Mitigation Plan in the Modesto Groundwater Subbasin-** It is recommended that the City Council consider adopting a resolution authorizing collaboration with the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA), its member agencies, stakeholders and the County of Tuolumne GSA to take such actions as may be necessary to approve and implement the Well Mitigation Plan developed for the Modesto Groundwater Subbasin. Adoption of the Well Mitigation Plan by the STRGBA GSA fulfills commitments made in prior Council actions and advances compliance with the Sustainable Groundwater Management Act (SGMA).

*Director of Public Works Bridgewater gave a comprehensive staff report and PowerPoint presentation on collaboration with Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBBA) Groundwater Sustainability Agency and implement the Groundwater Use Management Program and develop actions plant to ensure demand management actions.*

*City Council discussed item with staff.*

*Garry Pearson, Riverbank resident to express his support for Item 11.3.*

*Bill Lyons, Riverbank resident to express his support for Item 11.3.*

*Evelyn Halbert, Riverbank resident to seek Clarification on Item 11.3.*

*There being no further public comment Mayor Hernandez brought the item back to city council.*

**ACTION:** *By motion moved and seconded (Hernandez / Uribe 5/0) approve Resolution 2026-009 approving the implementation of Well Mitigation Plan developed for the Modesto Groundwater Subbasin with the addition of Memo.*

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

**Item 11.4** **Resolution Approving a Consultant Services Agreement with JPW Communications, Inc. for the Preparation of a Community Engagement Strategy and Communications Plan.** - It is recommended that the City Council consider approving a Consultant Services Agreement with JPW Communications, Inc. for the preparation of a Community Engagement Strategy and Communications Plan for the City of Riverbank.

*City Manager Garcia gave a comprehensive staff report and PowerPoint presentation on the consultant services agreement with JPW Communications, Inc for the preparation of a Community Engagement Strategy and Communications Plan.*

*Jenny Windle, President and CEO of JPW Communications gave an overview of the scope of services her firm will be providing the City on this project.*

*City Council discussed item with staff.*

*There being no further public comment Mayor Hernandez brought the item back to city council.*

**ACTION:** *By motion moved and seconded (Hernandez / Call 5/0) approve Resolution 2026-010 approving the Consultant Services Agreement with JPW Communications, Inc.*

*Motion carried by unanimous City Council and LRA Board roll call vote:  
AYES: Uribe, Fosi, Call, Pimentel, and Mayor Hernandez  
NAYS: None / ABSENT: None / ABSTAINED: None*

## **12. COMMENTS/REPORTS**

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

## **Item 12.1** Staff

### *City Manager:*

- *So, just a couple of comments from staff from our Planning department. After submitting the third round of updates to our Housing Element to HCD, we have received approval to move forward with consideration of adoption of the final document. So, we are tentatively scheduling that for approval at the Planning Commission at their March meeting and then at our first April meeting for City Council.*
- *From our Parks and Recreation department, the third annual My Little One and Me Dance, as Michael shared earlier, will take place on Saturday, February 7<sup>th</sup> from 5pm to 7pm at the Community Center. They will be offering a fun family focused evening for adults and their little ones to enjoy quality time together. The event will include dinner, dancing, games, and interactive activities that will create a memorable experience for all attendees. The tickets are \$45 for one adult and one child. And then additional tickets can be purchased for \$15 per person. They can be purchased online or here in person at our Parks and Recreation office*
- *From our Finance department, a reminder to our businesses that business license renewals are due and will be considered late as of January 31st, 2026. Late fees will be added and delinquent notices will be mailed out.*
- *Then a final comment from our Public Works department. Next week our street sweeper is going to be going in for some upgrades and so we will not be having street sweeping services for the entire week. So that would be from February 2<sup>nd</sup> through the 6<sup>th</sup>.*

## **Item 12.2** Council/Authority Member

### *Vice Mayor Pimentel:*

- *On the 13<sup>th</sup> I had a meeting with Mr. Steve Grand from Grand Asia for Sister City. We are planning the Chinese Lunar New Year event. So, stay tuned for that. It's in the beginning stages.*
- *On the 16<sup>th</sup> we had the Chamber of Commerce Awards dinner. I want to give a shout out to Olivia and Monica for all their hard work and to all those that took the time to make it a great night. Even though there was a movie being shot here in Riverbank, there was a great turnout.*
- *Also, seniors, if you need help with your utility bills, reach out to me. St. Francis of Rome has access and I can help you with that.*
- *Also, if you need help with groceries, there is a CVOC program that you can reach out to me about.*
- *I will be having a meet and greet in February. Stay tuned. I'll give you the time and date.*

### *Councilmember Uribe:*

- *We have been discussing Strategic Plan ad hoc committees is something I should have probably mentioned at the last one when we were kind of assigning committees and subcommittees. I would love to get a just an update from staff on our Strategic Plan. We wanted to do an ad hoc committee for tourism kind of create that guided city tour where the benefits would go to Historical Society. So, if I can get an update on that.*
- *The chamber asked since I am an ambassador if I would mention some of the events for February. So, February 4<sup>th</sup> and it is open meetings they are open to the public so feel free to stop by. They meet on Claus at the RIC. February 4<sup>th</sup> their first ambassador meeting of the year. They are recruiting other ambassadors. So, feel free to stop by.*
- *February 5<sup>th</sup> there will be a Multi-Chamber held in Patterson.*
- *February 7<sup>th</sup>, they'll be doing a Food Truck Ribbon Cutting just down the street behind us here.*
- *February 13<sup>th</sup>, the Boot Barn Ribbon Cutting will be at 12:00pm that day.*
- *And then February 25<sup>th</sup>, a Lunch and Learn from 12:00pm – 1:00pm at the Timeless Real Estate.*
- *Save the date for the Easter egg hunt for March 28<sup>th</sup>.*

*Councilmember Fosi:*

- *On February 6<sup>th</sup>, the Riverbank Historical Society will have their Annual Installation Dinner meeting. It will be at Perkos at 6:00pm. We would love to have anybody who would like to see what we are doing or become members attend as well as all the Council Members and the Mayor and Staff.*
- *On February 17<sup>th</sup>, the Women's group will be meeting at 6:00pm at the Morris Nursery. So, if you have gardening questions and you want to come and see who's at the Women's group, please show up at 6:00pm.*

*Councilmember Call:*

- *On the 17<sup>th</sup> of January, our Riverbank Branch for the Stanislaus County Library reopened. I was able to be at the ribbon cutting and if you haven't been by, I highly encourage you to go. It is absolutely beautiful in there and all of the books look absolutely perfect. I couldn't stop taking pictures of them because none of them have tears or dents or anything. I loved it. They also are bringing back their book clubs and they are doing story time and there is a bilingual story time.*
- *And then last week the mayor and I were at Cal Cities. The one session that really resonated with me was Land Use Planning and Smart Land Use Planning. And that kind of leads me into the next thing that I've been doing. I'm knee deep into meetings with constituents and other elected officials regarding the Riverwalk project. So, if I have not met with you about it or if you would like to have a refresher or just more conversation, I encourage you to email me so that we can set up a time to meet.*

- *And then lastly, there's a tremendous blood shortage in our nation and January is National Blood Drive Month. I'm personally donating tomorrow. So, I encourage everyone if you are able to donate blood to sign up to do so.*

**Item 12.3** Mayor/Chair

*Mayor Hernandez:*

- *There was and especially with Jenny here to give you a flavor of what happens in our City of Action. We had a film crew come out to film a romantic comedy I believe it was a holiday romantic comedy and it's been so sweet because the main actress or the yeah, the main actress has been just posting about Riverbank every single day and we actually had an interview with ABC or someone this week and that is now up on I have not seen it yet so have some grace with me. It's up on online right now.*
- *Councilmember Uribe and I had a meeting with staff about the Tiny Tots program with our partners over a SCOE and they have a lot of data that they are going to provide to us to be able to make some assessments moving forward on what the child care situation looks like in our City specifically. So, they have it broken down by zip code and would love to pass that along as soon as we get it.*
- *The session that stood out to me was of course Communications. So, there was a lot of conversations on the legality and the changing laws around communications for cities and so I am very excited to get moving on some of the strategies there.*
- *Stan Cog is taking up a lot of time per usual but there's a lot of positive progress in that. So, there's final interviews at the end of February for the Executive Director.*
- *Slowly the Policy Council, Policy board members are getting back into advocacy as a whole. And so, I sit on as a representative for the California Council of Governments and there is going to be some meetings happening around there.*
- *And as also chair of the VVS the Valley Vision Steering Committee which is going to have some more meetings and movement. So, there is a meeting coming up in March.*
- *Youth Council had their Applebee's fundraiser and they raised about \$1,300 which is exciting. So that is going to go towards their Social Night at the end of this year around early May.*
- *I do appreciate the Budget presentation from RPS to be able to start like planting some seeds and getting some data before we have the full budget considerations. So, it would be great if we could get some presentation similar from other staff member or departments to be able to process that as it leads up to the Budget discussions.*
- *I am headed off to DC. I have a flight at 5:00am tomorrow and so it is going to be for the US Conference of Mayors. I think all the snow has passed, the storm has passed, so it should be a smooth flight there. But I am looking forward to it to connect with Mayors from across the Country. I mentioned before I was able to*

*get into some groups, group conversations, the group chats the last time I went and it served really well to be able to bring some ideas and some just best practices here to the City. They are made up of mostly East Coast Mayors and so I am looking forward to that and I will discuss it more is when I return.*

**13. CLOSED SESSION**

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session

*No Items Scheduled.*

**14. ADJOURNMENT OF THE REGULAR MEETING**

*There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 8:23 P.M. to the next regular scheduled City Council / LRA Meeting of February 10, 2026.*

ATTEST: (Adopted 02/10/2026)

APPROVED:

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Gabriela Hernandez, CMC  
City Clerk / LRA Recorder

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Rachel Hernandez  
Mayor/ Chair



**To:** Non-District East and Non-District West  
**From:** Robert Kostlivy  
**Date:** January 21, 2026  
**Subject:** Well Mitigation & Groundwater Use Management Program

Dear Community Members and Groundwater Users,

This letter is provided to share background information, key considerations, and upcoming actions related to the adoption of the Modesto Subbasin Well Mitigation Plan and the Groundwater User Mitigation Program (GWUMP).

### Background

Adoption of the Modesto Subbasin Well Mitigation Plan and the GWUMP is required to maintain compliance with the Sustainable Groundwater Management Act (SGMA) and the direction provided by the California Department of Water Resources (DWR). These programs are a direct response to DWR's Incomplete Determination of the 2022 Modesto Subbasin Groundwater Sustainability Plan (GSP) and are essential to preventing potential state intervention, protecting domestic drinking water wells, and ensuring long-term groundwater sustainability within the Subbasin.

Both programs are designed to preserve local control, promote collaboration among groundwater users, and support adaptive management based on the best available science and data. The intent is to proactively address groundwater impacts while maintaining flexibility as conditions and information evolve.

The Stanislaus County Department of Environmental Resources (DER) will be bringing the GWUMP to the Board of Supervisors for consideration and approval on January 27, 2026. Unincorporated areas within the Stanislaus County portion of the Modesto Subbasin that are not located within an irrigation district fall under the jurisdiction of Stanislaus County, which serves as the Management Area Steward and as a member of the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA).

Within Stanislaus County, DER serves as the Management Area Steward for the Non-District East (NDE) and Non-District West (NDW) areas. Together, these areas comprise approximately 22 percent of the Modesto Subbasin.

Beginning January 31, 2027, the GWUMP will transition from a planning phase to active implementation. At that time, DER will coordinate directly with landowners, administer groundwater allocations, and enforce compliance under existing County authority.

## **Key Issues and Considerations: Non-District East and Non-District West**

The GWUMP was developed through extensive collaboration and multiple public workshops held in February, July, and November of 2025. Two separate studies have been performed by outside parties with each reaching different conclusions. To ensure fairness, transparency, and confidence in implementation, DER will retain an additional independent third-party consultant to review the competing technical analyses and provide recommendations to support the development of future Action Plans.

Within the STRGBA, a central challenge involves the differing conditions and risk profiles between the Non-District East (NDE) and Non-District West (NDW). NDE is almost entirely dependent on groundwater, has a higher likelihood of impacts to shallow domestic wells, and faces SGMA-related pumping reductions with few viable alternatives. As a result, proposed management actions are often viewed within NDE as posing significant risks to agricultural viability and long-term land use.

In contrast, NDW benefits from greater surface water influence and operational flexibility, allowing it to absorb pumping reductions more readily and focus on meeting SGMA timelines and avoiding potential state intervention. These differing circumstances have contributed to a persistent perception within NDE that compliance burdens are unevenly distributed.

Additional differences in urgency, governance trust, and tolerance for adjudication further compound this divide. NDW generally prioritizes basin-wide compliance and views firm enforcement mechanisms as a means to resolve ongoing stalemates. NDE, however, remains concerned that accelerated reductions or adjudication could unfairly disadvantage groundwater-only users and undermine local control. This mismatch in risk perception and timelines has led to strained trust and recurring deadlock, despite shared long-term sustainability goals. Ultimately, these tensions reflect the challenges faced by groundwater-dependent communities working to achieve SGMA compliance without the buffering options available elsewhere in the basin.

### **Important Considerations**

- Early, collaborative demand management reduces the risk of state intervention or adjudication.
- The GWUMP is structured to preserve local control while ensuring basin-wide accountability.
- The program provides flexibility to adapt as groundwater conditions and data improve over time.
- Board direction plays a critical role in shaping the County's actions as Management Area Steward and voting member of the STRGBA GSA.

### **Anticipated Board Actions**

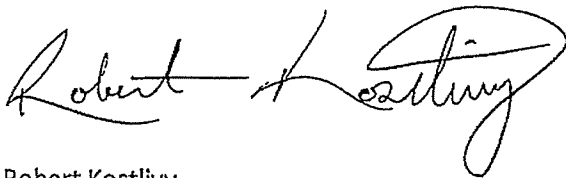
The Board of Supervisors may consider the following actions:

- Providing direction to staff regarding how to vote at the GSA, in the County's representative role
- Confirming the County's role as Management Area Steward for the NDE and NDW areas
- Supporting staff in convening a joint NDE and NDW work group to develop recommendations for future Board consideration
- Directing staff to return to the Board for guidance prior to any GSA policy votes related to GWUMP and Action Plan approval and implementation.
- Recommending that two Board Supervisors participate in ongoing discussions and report back to the full Board

### Next Steps

The immediate next step is the convening of a joint NDE and NDW work group, followed by returning to the Board of Supervisors for direction prior to any votes being cast prior to the January 31<sup>st</sup>, 2027, the GSA deadline.

Thank you for your continued engagement and participation as the County works collaboratively to achieve sustainable groundwater management for the Modesto Subbasin.



Robert Kostlivy,

Director of Environmental Resources

01/21/2026

**RIVERBANK CITY COUNCIL / LRA BOARD**

**AGENDA ITEM NO. 9.3.**

**SECTION : CONSENT CALENDAR**

<b>Meeting Date:</b>	2/10/2026
<b>Subject:</b>	<b>Resolution Authorizing the City Manager to Execute a Contract with Willdan Financial Services to assist the Community Development Department with Updating the Citywide System Development Fee (SDF) Program</b>
<b>From:</b>	Marisela H. Garcia, City Manager
<b>Submitted by:</b>	Joshua Mann, Director of Community Development

**RECOMMENDATION**

It is recommended that the City Council consider adopting a Resolution authorizing the City Manager to execute a contract with Willdan Financial Services to assist the Community Development Department with updating the citywide System Development Fee (SDF) program and authorize a budget allocation not to exceed \$319,575 from the Stanislaus Council of Governments (StanCOG) Regional Early Action Planning (REAP 2.0) Grant awarded to the City.

**SUMMARY**

The project includes an update to the City’s System Development Fee (SDF) program, also known as the Development Impact Fee program. In addition to updating the overall SDF program, the update will establish an Infill Development Fee and a VMT/Transit-Oriented Development (TOD) Fee, while also incorporating Affirmatively Furthering Fair Housing (AFFH) principles. This effort will modernize the City’s infrastructure funding framework to align with state housing, climate, and equity objectives by supporting infill housing through equitable fee structures, reducing Vehicle Miles Traveled (VMT) by incentivizing transit-oriented and compact development, and expanding fair housing access and advancing sustainable infrastructure planning. The project to update City SDF fees will provide a Significant Beneficial Impact under REAP 2.0 guidelines by lowering barriers to infill housing, encouraging TOD growth patterns, reducing emissions, and creating a replicable model for other jurisdictions in the StanCOG region.

**STRATEGIC PLAN**

This project advances the City Council’s Strategic Plan goal to Foster Attainable

Housing by updating the Nexus Fee Study to incentivize infill development and improve housing affordability. It also supports the infrastructure strategy to “expand non-motorized transportation options,” aligning with the City’s commitment to sustainable growth patterns. Additionally, by modernizing the City’s development impact fee program, the effort aligns with the goal of Financial Sustainability and the City’s strategy to “review and update the City fee schedule” to ensure fiscal responsibility and transparency.

## **BACKGROUND**

A new grant funding opportunity has been made available to the City through StanCOG’s REAP 2.0 Grants Program. The purpose of REAP 2.0 is to provide funding to Metropolitan Planning Organizations (MPOs) and regional entities for transformative planning and implementation activities that support housing and equity goals, reduce per capita Vehicle Miles Traveled (VMT) and advance the region’s Sustainable Communities Strategy (SCS) or Alternative Planning Strategy. StanCOG was awarded \$7,091,933, of which \$3,100,000 has been allocated to the Transformative Funding Suballocation Program for distribution to member agencies. The portion of funds available to the City of Riverbank totaled \$319,575.00.

On October 1, 2025, StanCOG notified Staff that the City of Riverbank had been tentatively awarded the full \$319,575 in available REAP 2.0 funding. Staff subsequently identified a project that will utilize the available funding by updating the System Development Fee (SDF) program and establish an Infill and VMT/Transit-Oriented Development Fee, while also incorporating Affirmatively Furthering Fair Housing (AFFH) principles.

On October 14, 2025, the City Council adopted Resolution No. 2025-103 authorizing the City Manager to execute a contract with the Stanislaus Council of Governments (StanCOG) for the suballocation of Regional Early Action Planning (REAP 2.0) Grant Program funds totaling \$319,575.

## **REQUEST FOR PROPOSAL (RFP)**

Staff prepared and released a Request for Proposal (RFP) on November 20, 2025, with a submission deadline of January 7, 2026. The scope of work encompasses all analyses, evaluations, and documentation necessary to prepare a comprehensive update to the City’s System Development Fee (SDF) Program. The scope of work included five (5) key tasks including: review of applicable city documents, providing sufficient analysis and findings, meeting participation, development of a draft System Development Fee Study, and reports and deliverables.

A total of four (4) proposals were received and reviewed by Staff. The proposals were scored based on the following categories: Project Understanding and Approach, Qualifications and Relevant Experience, Legal Defensibility and Technical Quality, Implementation and Adoption Support, Local and Regional Knowledge, and Cost

Proposal and Value. Interviews were held with the top three (3) firms. Willdan Financial Services was selected as the preferred firm who will best be able to assist with the needs of the Community Development Department. Willdan’s proposal is included as Attachment 1 to this report. While minor details of the final contract are currently being negotiated, the draft contract is included as Exhibit A of Attachment 2.

Based on the scope of work provided in the RFP, Willdan Financial Services provided a total cost of \$115,830, or \$135,870 including a transportation nexus analysis, to complete the project. The cost proposal submitted by Willdan may be found in Exhibit A of Attachment 2.

**FINANCIAL IMPACT**

The cost of the SDF program update is funded by the REAP 2.0 grant awarded to the City of Riverbank. Upon project completion, any unused grant funds will be returned to the State of California.

**ATTACHMENTS**

- 1. Proposal for Development Impact Fee Study submitted by Willdan Financial Services
- 2. Resolution 2026-xxx with Exhibit A: Draft Contract with Willdan Financial Services for SDF Program Update Services

# City of Riverbank, CA

Proposal for

## Development Impact Fee Study



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## 1. Cover Letter

January 7, 2026

Mr. Joshua Mann  
Community Development Director  
City of Riverbank  
6707 Third Street  
Riverbank, CA 95367

**Re: *Proposal to Conduct a Development Impact Fee Study for the City of Riverbank***

Dear Mr. Mann:

Willdan Financial Services (“Willdan”) is pleased to submit this proposal to the City of Riverbank (“City”) to prepare a comprehensive update to the City’s System Development Fee (Development Impact Fee) Program. Willdan’s approach is focused on developing a legally defensible, transparent, and equitable fee program that supports infill and transit-oriented development, reduces vehicle miles traveled, and aligns with REAP 2.0 and Affirmatively Furthering Fair Housing (AFFH) objectives. Our team will work collaboratively with City staff to ensure the updated fee structure lowers barriers to infill housing, supports long-term infrastructure needs, and withstands technical review, public scrutiny, and statutory requirements.

***Willdan will partner with Fehr & Peers to support the traffic engineering and vehicle miles traveled (VMT) analysis components of the study, ensuring technical consistency with state guidance and alignment with the City’s infill and transit-oriented development objectives.***

***Unmatched experience implementing and defending fee programs.*** Willdan’s impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the City. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

***Established Law and Recent Legislation.*** We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City’s and stakeholder priorities. Impact fees also need to be developed in compliance with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) so that they are defensible and transparent. We are also current on the changes to fee programs and the adoption of nexus studies resulting from AB 602, which took full effect in 2022.

***Recent Experience with the City of Riverbank.*** Willdan has an established history of supporting the City of Riverbank on development-related finance and infrastructure planning initiatives. This includes preparation of the City’s Park Impact Fee Nexus Study, assistance with the Traffic Impact Fee update, and advisory services related to Community Facilities District (CFD) formation and annexation efforts. Through these engagements, Willdan has worked closely with City staff to develop legally defensible nexus documentation, evaluate growth-related infrastructure needs, and align fee programs with City policy objectives. This experience provides our team with a strong understanding of Riverbank’s planning framework, development patterns, and implementation considerations that will directly inform the proposed System Development Fee update.

We will leverage this knowledge and our established relationships with City staff to streamline and expedite our work, reducing the need for extensive data gathering and allowing us to focus more time on analysis. This enables us to provide clear, defensible results and meaningful recommendations that other firms cannot match, allowing City staff to dedicate their time to core operations.

***Innovative Methodologies.*** As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges.

Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees have proven to be effective for local agencies, the development community, and the public. Conducting stakeholder outreach during the study, fully informs the development community and the public of the justification of the impact fees, and their positive effect on community growth.

**Successful project completion.** Willdan has successfully completed many development impact fee studies, including most recently in **the Counties of Madera, San Benito, San Joaquin, Stanislaus, Tulare, Tuolumne and Yolo**, as well as the **Cities of Carpinteria, Garden Grove, Hollister, Murrieta, Oroville, Rialto and Santa Clara**.

**Best-in-class impact fee team that can work immediately to prepare an impact fee program.** The Willdan team begins a project by evaluating the agency's existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge and Project Manager are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Willdan has reviewed the City's Sample Agreement (Attachment A) and confirms that it is able to execute the agreement as drafted, with no material exceptions. Willdan will meet all insurance requirements outlined in the agreement and will provide certificates of insurance upon award. Willdan further confirms its ability to perform all work outlined in this request for proposal and to fully comply with the City's requirements, including adherence to the established project schedule and completion of the project no later than **December 31, 2026**.

I, Chris Fisher, am an authorized signer for Willdan Financial Services and submit this proposal on the firm's behalf. Mr. James Edison will serve as the primary contact for this engagement. Should you wish to discuss any aspect of this submittal, please reach out to him directly; his contact information is provided in the table below.

<b>Willdan Financial Services</b>
<b>Prime Contact</b>
James Edison, JD, MPP
Managing Principal
66 Franklin Street, Suite 300, Oakland, California 94607
Direct #: (510) 912-4687   Email: <a href="mailto:JEdison@Willdan.com">JEdison@Willdan.com</a>

Sincerely,  
**Willdan Financial Services**



Chris Fisher  
Vice President / Director



## 2. Qualifications

### Experience and Expertise

Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act*. Our commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City’s Development Impact Fee Study. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

### Unique Qualifications

Willdan is uniquely qualified to assist the City of Riverbank with the proposed Development Impact Fee Study. The following are specific advantages that we will provide for the proposed engagement.

#### Project Dedication

Willdan has assembled a project team of subject matter experts within the Financial Consulting Services group, to conduct the City of Riverbank Development Impact Fee Study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

#### Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to **include and inform the Community**.

#### Proven Professionals

The Team’s quality is often as important as the consulting firm’s reputation. Willdan is known for its personal, customized service. Our team will work with the City’s professional staff to provide the long-term service, that is our prime goal.

#### Project Availability

Willdan’s Financial Consulting Services group is composed of a team of over 30 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City specific to the schedule and budget for this engagement.

In the past five years Willdan has conducted over 125 Impact Fee Studies

**Founded in 1964**

**50+** Offices Nationwide

**800+** Municipal/Government Client

Experience across **7 States**

**25 Years** of Development Impact Fee Experience

**125+** Completed Studies

**DIVERSE STAFF**

- Project Managers
- Financial Consultants
- Community Engagement Experts
- Economic Developers

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of Riverbank; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

### 3. Company Profile

#### Firm Profile – Willdan Financial Services

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,900 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—including a team who will be committed to contributing their expertise throughout the duration of the City of Riverbank’s Development Impact Fee Study engagement.

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.



#### Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff of over 80 professionals support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
<ul style="list-style-type: none"> <li>▪ User fee studies;</li> <li>▪ Cost allocation studies;</li> <li>▪ Utility rate and cost of service studies;</li> <li>▪ Feasibility studies;</li> <li>▪ Municipal Advisory;</li> <li>▪ Arbitrage and Continuing Disclosure Services;</li> <li>▪ Economic development strategic plans;</li> <li>▪ Debt issuance support</li> </ul>	<ul style="list-style-type: none"> <li>▪ Development impact fee establishment and analysis;</li> <li>▪ District Administration Services;</li> <li>▪ Real estate economic analysis;</li> <li>▪ Property tax audits;</li> <li>▪ Tax increment finance district formation and amendment;</li> <li>▪ Housing development and implementation strategies; and</li> <li>▪ Long-term financial plans and cash flow modeling.</li> </ul>

## Firm Profile – Fehr & Peers

### Business Structure:

S-Corporation

# Fehr & Peers

### Office Addresses:

1000 Pringle Avenue  
Suite 600  
Walnut Creek, CA 94596

343 E. Main Street  
Suite 901  
Stockton, CA 95202

### Total Number of Employees:

418 employees companywide

### About Fehr & Peers:

Fehr & Peers is a transportation planning and engineering firm with 24 offices and over 400 staff nationwide. Since 1985, the firm has partnered with public and private clients to design safer, more effective ways for people and goods to move—creating spaces where everyone can thrive, today and for generations to come.

Bringing together data, technology, and the lived experiences of the communities they serve, the firm helps clients make confident, well-informed decisions. Along the way, the team has earned national recognition for raising the bar on how transportation projects are planned, designed, and delivered. Many of the firm’s earliest clients continue to trust its experts after decades of collaboration; a testament to the strong partnerships built and the innovative mindset brought to every project.

Rather than simply following trends, the team helps clients anticipate what’s next. With a blend of multimodal expertise, national perspective, and local insight fueled by our strong and longstanding relationships, the firm tailors solutions across a wide range of services to meet each community’s unique needs.

### Fee Program Experience:

Fehr & Peers has strong experience supporting transportation fee programs for jurisdictions across California’s Central Valley, where rapid growth, constrained infrastructure, and evolving state policy create distinct implementation challenges. We help cities and counties develop and update development impact fee and transportation mitigation programs that reflect local travel patterns and funding realities, while remaining consistent with California nexus requirements and SB 743. Our data-driven, context-sensitive approach results in fee programs that are transparent, defensible, and practical to administer, and that support long-term mobility, safety, and capital improvement priorities.

## 4. Approach

This section outlines Willdan Financial Services' understanding of the City of Riverbank' objectives for updating its System Development Fee Program, identifies the project objectives, and summarizes Willdan's proposed approach to completing the Development Impact Fee Study in accordance with the City's Request for Proposals.

### Project Understanding

The City is seeking to update its existing SDF Program to reflect current development conditions, infrastructure needs, and State policy priorities, while ensuring compliance with the California Mitigation Fee Act (Government Code Section 66000 et seq.), Assembly Bill 602, SB 743, and REAP 2.0 program requirements. The updated program is intended to support implementation of the City's General Plan, Housing Element, and Capital Improvement Program, while reducing barriers to infill development, incentivizing transit-oriented growth, and advancing Affirmatively Furthering Fair Housing (AFFH) objectives.

Willdan understands that the study will require a comprehensive review of existing fees, capital facilities plans, growth assumptions, and City planning documents, followed by development of updated methodologies and fee calculations that establish a clear and legally defensible nexus between new development and growth-related infrastructure needs. The resulting fee program must be transparent, equitable, and supported by clear documentation suitable for public review and adoption within the REAP 2.0 funding timeline. Willdan will serve as the prime consultant and will be responsible for overall project management, coordination with City staff, development of the fee program, and preparation of the draft and final SDF Study. ***Fehr & Peers will support the effort by providing transportation engineering analysis to inform the transportation-related fee components, including VMT and transit-oriented development considerations.***

### Project Objectives

The objective of this project is to prepare a comprehensive and legally defensible update to the City's System Development Fee Program that aligns with State law, City policy, and REAP 2.0 program goals, while equitably allocating the cost of growth-related infrastructure to new development. To accomplish this objective, the study will:

- Review and evaluate existing System Development Fees, prior fee studies, capital improvement plans, master plans, and relevant City policy documents to establish a consistent and transparent foundation for the updated fee program;
- Develop updated fee methodologies and calculations that comply with the California Mitigation Fee Act and reflect current growth projections, facility standards, and infrastructure needs over a long-term planning horizon;
- Identify and refine appropriate fee categories, including opportunities to consolidate or restructure existing fees to improve clarity, equity, and administrative efficiency;
- Establish new or updated fee components, including Infill Development and VMT/Transit-Oriented Development fee elements, that incentivize infill housing, reduce vehicle miles traveled, and advance REAP 2.0 and AFFH objectives;
- Prepare schedules of maximum justified fees by land use category, supported by documented assumptions, proportional cost allocations, and nexus findings;
- Conduct ongoing coordination with City staff, including weekly progress meetings, to review preliminary findings, refine methodologies, and ensure alignment with City priorities;
- Support community engagement through at least one bilingual (English/Spanish) public information meeting to communicate project objectives, proposed fee changes, and equity-focused outcomes; and
- Prepare clear, comprehensive draft and final SDF Study reports and presentation materials suitable for staff review, Planning Commission consideration, and City Council adoption.

### Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property.

Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

## Approach and Methodology

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

## Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

## Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand.

Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

## Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

### Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. Future facilities to serve growth are identified in the nexus study Capital Improvement Plan (CIP) though the cost of those facilities are not necessarily used to drive the fee calculation.

### Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

### System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

## Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the study.

## Related Approach Issues

### Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

### Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policymakers, and the public.

### Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

### Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

## Proposed Scope of Services

Willdan will work with the City to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. We want to ensure that our scope of services is responsive to the City’s needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

### Task 1: Project Initiation and Policy Review

**Objective:** Confirm project objectives, identify key policy considerations, and establish a clear framework for the Development Impact Fee update.

**Description:** Willdan will conduct a project kickoff meeting with City staff to review data needs, policy considerations, schedule, and coordination protocols. Willdan will review applicable City documents related to existing capital planning policies and funding programs, including adopted impact fees, ordinances, resolutions, capital improvement plans, and prior nexus studies. Policy issues will be identified and discussed with City staff throughout the project, as appropriate, prior to proceeding with subsequent analyses. Policy considerations may include, but are not limited to:

- Prior Development Impact Fee studies and annual Mitigation Fee Act reports;
- Changes in fee program requirements resulting from AB 602;
- General Plan and other public facility planning policies, including level-of-service standards;
- Availability and adequacy of master plans and Capital Improvement Programs;
- Types of facilities to be funded by each fee, including supporting infrastructure such as vehicles and equipment;
- Land use categories and fee structure assumptions;
- Nexus methodology and cost allocation approaches, including consideration of fee zones or subareas;
- Fee credit, reimbursement, and accounting policies;
- Opportunities for fee consolidation or restructuring to improve administrative efficiency;
- Annual fee indexing practices; and
- Implementation strategies and best practices

**Fehr & Peers Role:**

Fehr & Peers will support this task by reviewing applicable transportation plans, prior transportation fee studies, and transportation-related policy documents to inform the transportation fee methodology.

**Deliverables:** (1) Information requests; and (2) refined project scope and schedule (if needed).

### Task 2: Existing Conditions and Growth Projections

**Objective:** Identify existing levels of development and project future growth consistent with City and regional planning assumptions.

**Description:** Willdan will identify an appropriate base year for estimating existing development and will coordinate with City staff to confirm growth projections over a defined long-range planning horizon. Growth projections will be consistent with the City’s General Plan, Housing Element, Capital Improvement Program, and applicable regional forecasts as appropriate.

Willdan will develop methodologies to translate land use data into measures of facility demand, such as service population, vehicle trip generation, VMT, flow generation and impervious surface, as appropriate for each fee category. Assumptions and projections will be reviewed with City staff prior to proceeding.

**Fehr & Peers Role:**

Fehr & Peers will assist with transportation-related growth assumptions, including VMT-based demand metrics and coordination with regional transportation forecasts, as applicable.

### Task 3: Facility Standards

**Objective:** Establish facility standards necessary to identify facilities required to accommodate future development.

**Description:** Willdan will identify and evaluate appropriate facility standards for each facility and fee type, based on adopted policies, existing facility inventories, and/or planned capital projects. City staff will provide available facility inventories, standards, and project lists.

Willdan will work with the City to identify eligible costs associated with supporting infrastructure, such as vehicles, equipment, and operational needs, where appropriate.

**Fehr & Peers Role:**

For transportation facilities, Fehr & Peers will support identification of applicable facility standards and assumptions consistent with SB 743, VMT-based methodologies, and REAP 2.0 objectives.

## Task 4: Facilities Needs and Cost Analysis

**Objective:** Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies and distinguish growth-related improvements from existing deficiencies.

**Description:** Willdan will quantify planned facilities based on growth projections and facility standards, using either system planning documents or lists of planned capital projects. Willdan will distinguish between growth-related facilities eligible for fee funding and facilities needed to correct existing deficiencies. Planning-level cost estimates will be developed using City-provided data, recent cost information, and appropriate cost indices.

Facility needs will reflect City priorities and may include evaluation of opportunities to consolidate or restructure fees based on updated capital needs.

**Fehr & Peers Role:**

Fehr & Peers will support identification and refinement of transportation capital projects, review planning-level cost estimates provided by the City or other sources and prepare transportation-related assumptions used to calculate the transportation impact fee components. Transportation analyses will rely on existing plans, prior studies, and regional data and will be closely coordinated with the Willdan project team.

***If requested by the City, Fehr & Peers will conduct an optional supplemental nexus analysis using a regional travel demand model to determine development fair-share allocations at locations where existing deficiencies are identified. The findings from that optional work will be incorporated by Willdan into the overall Development Impact Fee Study and the project schedule and budget will be adjusted consistent with the priced option shown in the fee table.***

## Task 5: Funding and Financing Analysis

**Objective:** Identify alternative funding sources and determine appropriate credits and reimbursements.

**Description:** Willdan will identify non-fee funding sources used to correct existing deficiencies and funding from new development that must be credited against impact fee calculations. The analysis will include consideration of fee credits, reimbursements for oversizing, and best practices for annual fee indexing. Facilities are assumed to be funded primarily on a pay-as-you-go basis.

**Fehr & Peers Role:**

Fehr & Peers will assist in identifying transportation-related funding assumptions and non-fee funding sources relevant to the transportation project list.

## Task 6: Fee Comparison Analysis

**Objective:** Provide context for the City's proposed fees through comparison with peer jurisdictions.

**Description:** Willdan will prepare a comparison of existing and proposed impact fees to those of comparable jurisdictions, using prototype developments or other appropriate benchmarking methods, in consultation with City staff.

**Deliverables:** Impact fee comparison memorandum.

## Task 7: Fee Calculation, Documentation, and Adoption Support

**Objective:** Prepare a comprehensive and legally defensible Development Impact Fee Study.

**Description:** Willdan will calculate maximum justified impact fees by land use category and facility type, based on facility costs, demand factors, and nexus findings developed in prior tasks. Willdan will prepare draft and final reports documenting assumptions, methodologies, and results in compliance with the Mitigation Fee Act and AB 602.

**Fehr & Peers** will prepare the transportation nexus analysis, VMT calculations, and supporting technical documentation. **Willdan** will integrate the transportation analysis into the overall Development Impact Fee Study and remain responsible for preparation of the final report, policy analysis, and coordination with City staff.

Willdan will support public review and adoption, including preparation of presentation materials, participation in public meetings, and coordination with City legal counsel, as requested.

**Deliverables:** All deliverables will be provided in both final (PDF) and editable (Microsoft Word and Excel) formats, along with any supporting data files developed as part of the study.

## **Task 8: Meetings and Public Outreach**

**Objective:** Support coordination, transparency, and adoption of the updated fee program.

**Description:** Willdan will coordinate closely with City staff throughout the project and will conduct weekly progress meetings, which will generally be held virtually, to review project status, discuss policy and technical issues, and confirm next steps. In-person meetings will be held at key project milestones or as requested by the City.

Willdan will support at least one (1) bilingual community information meeting (English and Spanish) to present the proposed Development Impact Fee Program and receive public input. This meeting will be conducted in person with a virtual participation option to maximize accessibility. Willdan will prepare meeting agendas, presentation materials, and a summary of comments received.

Willdan will also attend one (1) Planning Commission meeting and one (1) City Council meeting, as required, to support consideration and adoption of the updated fee program.

## **City Staff Support**

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Riverbank assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

## Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission (“SEC”), as such the City of Riverbank represents, acknowledges, and agrees that Willdan is not acting as a “municipal advisor” (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this Development Impact Fee Study RFP.

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City , (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.



## 5. References

Provided below are client references for projects completed by Willdan and the project team members proposed herein, which demonstrates our ability to provide the requested services. We are proud of our reputation for customer service and encourage you to contact our past clients regarding our commitment to excellence.

### City of East Palo Alto

#### Development Impact Fee Nexus and Financial Feasibility Study

In 2023, Willdan was selected through a competitive bidding process to conduct a comprehensive Development Impact Fee Nexus and Financial Feasibility Study for the City. The planned growth outlined in the City's 2035 Vista General Plan represented significant changes to the anticipated development of the City, and the City's impact fee program was due for an update pursuant to the Mitigation Fee Act. Additionally, there has been an increasing interest in development within the Ravenswood Business District/4 Corners Transit-Oriented Development Specific Plan area that required modifications to the City's infrastructure and financing plans.

To address these challenges, Willdan carried out a comprehensive Development Impact Fee Nexus Study update to revise the existing fees and conducted a Financial Feasibility Analysis to evaluate the effects of the maximum supportable impact fees on development projects. The impact fees included Water Capacity, Parks and Trails, Public Facilities, Transportation Infrastructure, and Storm Drainage.

For this project, the Willdan team evaluated nine development prototypes, compared impact fees with six similar cities, conducted extensive stakeholder outreach, and collaborated closely with City staff. The project was completed in March 2025.

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**Client Contact:** Hanson Hom, FAICOP, Deputy Manager, Special Projects  
1960 Tate Street, East Palo Alto, CA 94303  
Tel #: (650) 519-5121 | Email: [hhom@cityofepa.org](mailto:hhom@cityofepa.org)

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### County of Stanislaus, CA

#### Development Impact Fee Update

Willdan has a long-standing relationship with the County of Stanislaus. In 2016, we assisted the County with an update to the existing impact fee program. The program is made up of a range of fee categories including animal control, behavioral health, criminal justice, detention, emergency services, health, library, park, sheriff patrol and investigation, and countywide information technology facilities. Fees are collected on new development countywide, including incorporated municipalities within the County, which include the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford. The study also includes a Regional Transportation Impact Fee (RTIF), which is currently being updated for the County. Considerable stakeholder outreach was an integral component of this project.

Willdan recently revised the Public Facilities Impact Fee Update report to include an accessory dwelling unit land use category.

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**Client Contact:** Keith Boggs, Assistant Executive Officer *(Retired, serving as independent consultant to the County)*  
1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
Tel #: (209) 652-1514 | Email: [boggsk@stancounty.com](mailto:boggsk@stancounty.com)

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## City of Fremont, CA

### Comprehensive Impact Fee Update

Willdan's impact fee staff has a long-standing relationship with the City of Fremont. In 2014/2015, Willdan successfully updated their impact fee programs, which included an update of the City's transportation impact fee program and capital improvement program. The City retained Willdan again in 2020 to update their impact fee program and the project was completed during the second quarter of 2021.

**Client Contact:** Michelle Silva-Salinas, Public Works Business Manager  
3300 Capitol Avenue, Fremont, CA 94538  
Tel #: (510) 979-5705 | Email: [msilva-salinas@fremont.gov](mailto:msilva-salinas@fremont.gov)

## City of Pismo Beach, CA

### Development Impact Fee Study

Willdan assisted the City of Pismo Beach with an update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees. Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

***Willdan was re-engaged in 2024 to provide an update to the Development Impact Fee Study.***

**Client Contact:** Nadia Feeser, Administrative Services Director  
760 Mattie Road, Pismo Beach, CA 93449  
Tel #: (805) 773-7010 | Email: [nfeeser@pismo-beach.org](mailto:nfeeser@pismo-beach.org)

## City of Murrieta, CA

### Comprehensive Development Impact Fee Study

Willdan was retained originally in 2013 to conduct a comprehensive update to the City's impact fees. The team was once again retained through competitive bid in 2023 to update the following fees: Law Enforcement, Fire Protection, Streets and Minor Bridges, Traffic Signals, Storm Drainage, General Facilities, Bridge/Freeway/Ramps, Open Space Acquisition, Park Land Facilities, Community Center, and Public Library.

Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

***Willdan was re-engaged in 2023 to provide an update to the Development Impact Fee Study.***

**Client Contact:** Javier Carcamo, Finance Manager  
1 Town Square, Murrieta, CA 92562  
Tel #: (951) 461-6090 | Email: [jcarcamo@murrietaca.gov](mailto:jcarcamo@murrietaca.gov)

## Similar Studies

The following table lists Willdan's development impact fee clientele that have utilized our services.

Willdan Financial Services Development Impact Fee Experience Partial Client List	
City of Alameda, CA	City of Pacifica, CA
City of Arcadia, CA	City of Patterson, CA
City of Arroyo Grande, CA	City of Parkland, FL
City of Artesia, CA	City of Pismo Beach, CA
City of Atwater	City of Pittsburg, CA
City of Azusa, CA	City of Pleasant Hill, CA
City of Bakersfield, CA	City of Rancho Mirage, CA
City of Barstow, CA	City of Redwood City, CA
City of Bell, CA	City of Rialto, CA
City of Bell Gardens, CA	City of Richmond, CA
City of Bellflower, CA	City of Rio Rancho, NM
City of Brea, CA	City of Riverbank, CA
City of Calexico, CA	City of Rolling Hills Estates, CA
City of Calimesa, CA	City of Rosemead, CA
City of Carpinteria, CA	City of San Carlos, CA
City of Chino Hills, CA	City of San Fernando, CA
City of Claremont, CA	City of San Gabriel, CA
City of Clovis, CA	City of San Jacinto, CA
City of Coachella, CA	City of San Marcos, CA
City of Commerce, CA	City of San Ramon, CA
City of Compton, CA	City of Santa Clara, CA
City of Corona, CA	City of Sebastopol, CA
City of Covina, CA	City of Selma, CA
City of Cudahy, CA	City of Sierra Madre, CA
City of Dixon, CA	City of Soledad, CA
City of Dublin, CA	City of South Gate, CA
City of Eastvale, CA	City of South Pasadena, CA
City of El Monte, CA	City of South San Francisco, CA
City of El Segundo, CA	City of St. Helena, CA
City of Emeryville, CA	City of Tehachapi, CA
City of Fillmore, CA	City of Temple City, CA
City of Fontana	City of Thousand Oaks, CA
City of Fountain Valley, CA	City of Tracy, CA
City of Fremont, CA	City of Upland, CA

## Willdan Financial Services Development Impact Fee Experience

### Partial Client List

City of Garden Grove, CA	City of Visalia, CA
City of Gilroy, CA	City of Wasco, CA
City of Gonzales, CA	City of Yucaipa, CA
City of Goose Creek, SC	Coachella Valley Association of Governments, CA
City of Guadalupe, CA	Contra Costa Fire Protection District, CA
City of Greenfield, CA	County of Clay, FL
City of Grover Beach, CA	County of Kern, CA
City of Hawthorne, CA	County of Kings, CA
City of Healdsburg, CA	County of Los Angeles, CA
City of Hemet, CA	County of Madera, CA
City of Hercules, CA	County of Merced, CA
City of Hollister, CA	County of Placer, CA
City of Huntington Beach, CA	County of Riverside, CA
City of Huntington Park, CA	County of Sacramento, CA
City of Indian Wells, CA	County of San Benito, CA
City of Irwindale, CA	County of San Diego, CA
City of Kingsburg, CA	County of San Joaquin, CA
City of La Mesa, CA	County of San Luis Obispo, CA
City of La Verne, CA	County of Santa Barbara, CA
City of Las Cruces, NM	County of Solano, CA
City of Lake Elsinore, CA	County of Sonoma, CA
City of Lake Forest, CA	County of Stanislaus, CA
City of Lancaster, CA	County of Tulare, CA
City of Lawndale, CA	County of Yolo, CA
City of Livermore, CA	East Contra Costa Fire Protection District, CA
City of Long Beach, CA	Kern Council of Governments, CA
City of McFarland, CA	Nevada County Consolidated Fire District, CA
City of Madera, CA	Rodeo-Hercules Fire Protection District, CA
City of Manteca, CA	San Geronio Memorial Healthcare District, CA
City of Menifee, CA	Stanislaus Council of Governments, CA
City of Moreno Valley, CA	Tehachapi Valley Rec. & Park District, CA
City of Morgan Hill, CA	Town of Apple Valley, CA
City of Mountain View, CA	Town of Mead, CO
City of Murrieta, CA	Town of Windsor, CA
City of Newport Beach, CA	Tulare County Association of Governments, CA
City of Oroville, CA	Village of Taos Ski Valley, NM

## 6. Qualifications

### Key Staff

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City’s engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

City of Riverbank Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
<b>Willdan Financial Services</b>		
James Edison, JD, MPP Managing Principal	Principal-in-Charge	<ul style="list-style-type: none"> <li>Ensure client satisfaction, flow of communication, and management of the project</li> <li>Technical guidance</li> <li>Project oversight</li> <li>Quality assurance &amp; control, and</li> <li>Meeting and presentation attendance</li> </ul>
	Project Manager	<ul style="list-style-type: none"> <li>Collect, interpret, and disseminate key data</li> <li>Day to day contact</li> <li>Production of key elements of the analysis</li> <li>Model development</li> <li>Report preparation, and</li> <li>Meeting and presentation attendance</li> </ul>
<b>Fehr &amp; Peers</b>		
Ian Barnes, PE Principal-in-Charge	Principal	<ul style="list-style-type: none"> <li>Provide technical oversight and quality assurance for transportation-related analyses</li> <li>Guide transportation fee methodology to ensure consistency with SB 743, and State requirements</li> <li>Review key assumptions, methodologies, and findings related to transportation impact fee components</li> <li>Participate in coordination meetings and attend presentations, as requested</li> </ul>
	Project Manager	<ul style="list-style-type: none"> <li>Support development of transportation impact fee methodologies and calculations</li> <li>Analyze transportation system impacts associated with future development, including VMT and transit-oriented development considerations</li> <li>Coordinate with Willdan project team to integrate transportation findings into the overall Development Impact Fee Study</li> <li>Participate in meetings and presentations, as requested</li> </ul>

### Staff Continuity

Mr. Edison has been assigned to serve as the City’s principal-in-charge; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

### Resumes

Resumes for Willdan’s project team are presented on the following pages.



## James Edison, JD, MPP, MA

### Principal-in-Charge

Mr. James Edison, Managing Principal, specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

### Related Experience

**City of Carpinteria, CA – Development Impact Fee Update:** Mr. Edison was the project manager for the City of Carpinteria's Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

**City of McFarland, CA – Impact Fee Study Update:** Mr. Edison was the principal-in-charge and technical advisor on the update to the City's development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

**City of Manteca, CA – Fire Impact Fee Update:** Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

**City of Fillmore, CA – North Fillmore Specific Plan Nexus Study:** Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Fillmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

**City of Pismo Beach, CA – Development Impact Fee Update:** Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

**City of Morgan Hill, CA – Development Impact Fee Update:** Mr. Edison served as principal-in-charge of an update to the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.

**City of Fremont, CA – Comprehensive Impact Fee Update:** Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

**County of San Benito, CA – Comprehensive Impact Fee Study:** Mr. Edison served as technical advisor to the County's Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

#### Education

*Juris Doctorate,  
University of  
California, Berkeley,  
School of Law*

*Master of Public  
Policy, Goldman  
School of Public  
Policy, University of  
California, Berkeley*

*Bachelor of Arts,  
magna cum laude,  
Harvard University*

#### Professional Registrations

*Member of State Bar,  
California*

#### Affiliations

*Council of  
Development Finance  
Agencies*

*CFA Society of  
San Francisco*

*Congress for the  
New Urbanism*

*Urban Land Institute*

*Seaside Institute*

*International Economic  
Development Council*

**26 Years' Experience**

J. Edison  
Resume Continued

**City of Alameda, CA – Comprehensive Impact Fee Update:** Mr. Edison led the Willdan team that updated the City of Alameda's impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

**City of Santa Clara, CA – Parks Fee Update:** Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

**Stanislaus County Council of Governments, CA – Regional Transportation Fee Update:** Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

**County of Tulare, CA – Countywide Impact Fees:** Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.

**County of Riverside, CA – Comprehensive Impact Fee Update:** Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. **Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.**

**City of Moreno Valley, CA – Comprehensive Development Impact Fee Study:** Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

**City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update:** Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. **Willdan was recently re-selected, through competitive bid, to update the Impact Fees.**

**City of Cudahy, CA – Development Impact Fee Study:** Mr. Edison led the Willdan team that helped the City analyze impact fees needed to support future development in the City of Cudahy through buildout of the City's General Plan.

**City of Indian Wells, CA – Development Impact Fee Study:** Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

**City of Fountain Valley, CA – Development Impact Fee Update Study:** Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.



## Carlos Villarreal, MPP

### Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

### Related Experience

#### Education

Master of Public Policy,  
Goldman School of  
Public Policy,  
University of California,  
Berkeley

Bachelor of Arts,  
Geography, University  
of California, Los  
Angeles; Minor in Public  
Policy and Urban  
Planning

#### Areas of Expertise

Fiscal Impact Analyses  
Development Impact  
Fees  
Public Facilities  
Financing Plans  
GIS Analysis

#### 20 Years' Experience

**City of Pismo Beach, CA – Development Impact Fee Update:** Mr. Villarreal served in the role of project manager for the City's impact fee nexus study updates on two occasions. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

**City of Carpinteria, CA – Development Impact Fee Update:** Mr. Villarreal was the lead analyst and project manager to update the City of Carpinteria's impact fees on two occasions, respectively. The studies included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space.

**County of San Benito, CA – Comprehensive Impact Fee Study:** As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: general government, road maintenance equipment, fire mitigation, detention facilities, libraries and parks and recreation facilities.

**City of Oroville, CA – Impact Fee Study Update:** Mr. Villarreal served as project manager for a study updating the City's development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

**City of McFarland, CA – Development Impact Fee Study Update:** Mr. Villarreal served as project manager updating the City's development impact fee program. The study comprehensively updated the City's fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

**County of Stanislaus, CA – Impact Fee Study Update:** Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

**City of Soledad, CA – Development Impact Fee Study Update:** Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

**City of Morgan Hill, CA – Development Impact Fee Update:** Mr. Villarreal served as lead analyst assisting with an update to the City's existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

*C. Villarreal  
Resume Continued*

**City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update:** Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. Willdan was re-selected, through competitive bid, to update the Impact Fees for a second time. The updated program was successfully adopted.

**City of Long Beach, CA – Park Impact Fee Update:** Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

**County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study:** Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

**County of Riverside, CA – Comprehensive Impact Fee Update:** Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. Mr. Villarreal once again served on the project team to update the County's impact fees for a second time, through 2030.

**City of Moreno Valley, CA – Comprehensive Development Impact Fee Study:** Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.



## Ian Barnes, PE

Principal-in-Charge | [I.Barnes@fehrandpeers.com](mailto:I.Barnes@fehrandpeers.com) | (925) 357 - 3388

### About

Ian is an award-winning Principal in the Fehr & Peers Walnut Creek office. His enthusiasm for transportation and improving communities has led to extensive experience in transportation planning and engineering projects covering a broad spectrum of project types, including industrial, infrastructure, and residential projects. Ian is recognized throughout the State of California as an expert in VMT analysis for CEQA purposes and has assisted several North Bay agencies in implementing VMT for CEQA analysis as required under Senate Bill (SB) 743. Ian is a leader in the field of program-level emergency evacuation analysis, including completing the first Assembly Bill (AB) 747 and SB 99-compliant analyses for Bay Area agencies as part of the Safety Element and Housing Element updates for Napa County and the City of Lafayette. He is an expert in microsimulation modeling, including extensive experience with the VISSIM and SimTraffic software analysis packages. His studies focus on complex arterial networks, as well as intricate freeway systems.

### Relevant Project Experience

Los Banos Transportation Master Plan and Traffic Impact Fee Update (Los Banos, CA)

Fehr & Peers is currently creating a transportation master plan update for the City of Los Banos. The work includes a locally validated version of the new MCAG model, VMT TIA guidelines, a new Traffic Impact Fee, and an updated circulation element. Ian is serving as Project Manager.

Manteca General Plan Update & Public Facilities Implementation Plan Fee Analysis (Manteca, CA)

Ian served as Associate-in-Charge as Fehr & Peers completed the Transportation and Circulation Element for the city of Manteca General Plan Update (2023) to incorporate the latest in multimodal transportation design and planning based on the projected growth in population and employment. The Circulation Element was updated to promote safe and efficient multimodal accessibility and mobility throughout the city and improve the jobs to housing balance for residents. The Circulation Element goals and policies were revised to reflect Senate Bill 743 and the shift to vehicle-miles traveled (VMT) while retaining Level of Service (LOS) related goals and policies for the operation of the circulation system serving automobiles, pedestrian, bicyclists, and goods movement. The Circulation Element was also updated for a new Major Streets Master Plan (including new typical cross sections), vehicle parking requirements, complete streets and bicycle/pedestrian planning, public safety, goods movement/ freight, and transportation demand management. Fehr & Peers developed an updated city of Manteca CUBE travel demand forecasting (TDF) model, which tiers off the San Joaquin Council of Governments (SJCOC) regional travel demand model. The city of Manteca TDF model was used to identify roadway system improvements and determine VMT results for the General Plan Update CEQA document. After completing the General Plan Update, Fehr & Peers continues to support the city of Manteca in the regular maintenance and updating the Public Facilities Implementation Plan (PFIP) traffic impact fee, which has been successful in delivering multimodal transportation projects in the city since 2010.

Stockton VMT Implementation & Transportation Impact Analysis Guidelines Update (Stockton, CA)

Ian served as Associate-in-Charge as Fehr & Peers led the development of new Transportation Impact Analysis (TIA) guidelines for the city of Stockton in response to the switch to vehicle-miles traveled (VMT) from Level of Service (LOS) for CEQA as required under SB 743. The implementation approach for VMT considered the city of Stockton's updated (by Fehr & Peers)

### Education

M.S., Civil Engineering, University of California at Berkeley, 2011

B.S., Civil Engineering, Magna Cum Laude, California Polytechnic State University at San Luis Obispo, 2010

### Registrations

Civil Engineer, State of California (C81389)

### Years of Experience

Total: 15

With Fehr & Peers: 15

### Affiliations

Institute of Transportation Engineers (ITE): International Traffic Engineering Council, International Consultants Council

Transportation Research Board: Member – Disaster Response, Emergency Evacuations and Community Continuity Committee

### Publications

*Impact of Peak and Off-Peak Tolls on Traffic in the San Francisco-Oakland Bay Bridge Corridor*, Lead Author, University of California at Berkeley Global Metropolitan Studies, 2011

### Expertise

Travel Demand Model Development

Travel Demand Model Applications

CEQA/NEPA Analysis

Evacuation Analysis

Caltrans Facility Project Process

General Plan goals and policies related to sustainability and multimodal transportation and included robust coordination with various city departments and decision makers. The TIA guidelines were developed to allow a diverse audience of city staff, CEQA practitioners, project applicants, and the public to understand the background behind the switch to VMT, how TIAs should be scoped, the analysis process, VMT-based CEQA thresholds, mitigation options, screening criteria, targeted traffic operations analysis, the analysis of non-automobile modes (pedestrian, bicycle, and transit), and multimodal safety. Subsequent work on the project included updates to the Stockton travel demand model to create a new forecast year between 2015 and 2040 reflective of a more current baseline condition, and a Transportation Master Plan (with traffic impact fee update) considering the switch to VMT as part of the updated TIA guidelines.

#### Lathrop General Plan & Circulation Element Update (City of Lathrop, CA)

Ian served as Associate-in-Charge Fehr & Peers completed the Transportation and Circulation Element for the city of Lathrop General Plan Update (2022) to incorporate the vehicular, transit, bicycle, and pedestrian components of the city's transportation system. With the implementation of Senate Bill (SB) 743, local agencies may no longer rely on vehicular delay or capacity-based analyses for California Environmental Quality Act (CEQA) impact determination. Instead, agencies must analyze transportation impacts utilizing vehicle miles traveled (VMT), a measure of the total distance traveled by vehicles for trips beginning or ending in Lathrop on a typical weekday. Data from the 2021 California Department of Finance (DOF) Population and Housing Estimate Report and 2019 American Community Survey (ACS) Five-Year Estimates were utilized to illustrate journey to work (JTW) statistics for Lathrop. Fehr & Peers developed an updated city of Lathrop CUBE travel demand forecasting (TDF) model, which tiers off the San Joaquin Council of Governments (SJCOG) regional travel demand model. The city of Lathrop TDF model was used to identify roadway system improvements and determine VMT results for the General Plan Update CEQA document. Fehr & Peers is currently working on updating the Capital Facilities Fee (CFF) Update and developing an SR 743 Implementation Plan to continue to improve the multimodal transportation system serving the City of Lathrop's residents.



## Francisco Martin, PE

Principal | Project Manager | [F.Martin@fehrandpeers.com](mailto:F.Martin@fehrandpeers.com) | (209) 210 - 5609

### About

Francisco Martin is a Principal and registered civil engineer with over 19 years of experience managing a wide range transportation infrastructure and land development projects throughout the Bay Area and Central Valley. Now leading Fehr & Peers' Stockton office, his experience, expertise, and leadership build upon the firm's 25+ years of service and commitment to Central Valley clients. As a Stanislaus County resident, Francisco understands the region's needs firsthand and can leverage Fehr & Peers' state-of-the-practice resources to help improve local communities. He is an expert in forecasting travel demand and multimodal operations, regularly working on complex projects involving a variety of modes. Drawing from his experience as a former development project manager, Francisco provides expert advice on policy, project, and program development. His insights help clients deliver land development and infrastructure projects that align with strategic goals and financial parameters.

### Project Experience

#### Google Development Ventures (Silicon Valley, CA)

As a former development project manager, Francisco supported Google's development program across Mountain View, Sunnyvale, and San José, focusing on master planning and entitlement for major mixed-use office, residential and retail projects. A key responsibility was collaborating with the Cities of Mountain View and Sunnyvale to update their development impact fee programs, ensuring alignment with Google's long-term development plans. He also coordinated consultants, managed site planning and transportation strategies, and provided cost planning insights to guide Google's development decisions.

#### West Contra Costa County Transportation Advisory Committee Subregional Transportation Mitigation Program Update (Contra Costa County, CA)

Francisco served as Project Manager for the West Contra Costa Transportation Advisory Committee's update of the Subregional Transportation Mitigation Program nexus study. He helped establish a development impact fee program update to ensure projects contribute their fair share toward regional transportation improvements. His role included coordinating with multiple jurisdictions, leading the technical analyses of trip generation and fee calculations, and facilitating stakeholder engagement to achieve consensus on the updated project list across seven jurisdictions.

#### San Joaquin Regional Mobility Hub Plan (San Joaquin County, CA)

Francisco recently managed the development of the San Joaquin Regional Mobility Hub Plan, led by SJCOG and funded through the REAP 2.0 program. The Plan aims to establish a sustainable and equitable network of mobility hubs that reduce VMT, support infill housing, and improve access to clean, efficient transportation options. Francisco also led the site selection process for a mobility hub demonstration project; Fehr & Peers is currently working with SJCOG and the City of Tracy to design and implement mobility hub improvements at the Tracy Transit Station.

### Education

Bachelor of Science, Civil Engineering, University of California, Berkeley, 2007

### Registrations

Licensed Civil Engineer, State of California (# C 79898)

### Years of Experience

Total: 19

With Fehr & Peers: 15

### Affiliations

Institute of Transportation Engineers (ITE)

### Expertise

- Development Impact Fee Programs & Nexus Studies
- Infrastructure Cost Planning
- Transportation & Land Use Planning
- Environmental Impact Analyses
- General Plans, Specific Plans & Master Plans
- Travel Behavior Forecasting
- Traffic Operations Analyses
- Active Transportation Planning
- Complete Streets Planning
- Station Area Planning
- Site Plan Review
- Transit & Mobility Hub Planning
- Parking Systems Planning & Design
- Freeway & Interchange Planning

### Infrastructure Project Development Experience

Francisco served as Project Manager or lead Project Engineer on various infrastructure development studies, including Project Study Reports-Project Development Support (PSR-PDS), Project Approvals/Environmental Documents (PA/ED) in Caltrans Districts 4 and 10. Tasks typically included existing conditions traffic operations analysis, sub-area model validation, travel demand forecasting, project impact analyses, identifying mitigation measures, and conceptual design. Projects include:

- I-205 Auxiliary Lanes, Tracy
- I-205 Managed Lanes Project, San Joaquin County
- I-680 HOV Gap Closure, Contra Costa County
- I-880 Regional Express Lanes Phase I Project, Alameda County
- North County Corridor, Stanislaus County
- Northbound I-680 Express Lane, Alameda County
- SR 99 / Eight Mile Road Interchange, Stockton
- SR 99 / Morada Lane Interchange, Stockton
- SR 99 / Pelandale Avenue Interchange, Modesto
- SR 132 West Freeway/Expressway, Stanislaus County
- SR 242 / Clayton Road Interchange, Concord
- US 101 / Holly Street Interchange, San Carlos
- US 101 / Mabury Road Interchange, San José

### Transportation Impact Analysis Experience

Francisco served as Project Manager or lead Project Engineer/Planner on various transportation impact studies. Tasks typically included transportation analysis and environmental impact review for CEQA documents, analysis of existing transportation conditions, project trip generation and distribution, site plan review, determination of project impacts, identifying mitigation measures that address impacts, and fair share calculations for capital improvements. Projects include:

- Claremont Hotel Expansion EIR, Oakland
- Cal Aquatics Center EIR, Berkeley
- Eden Medical Center, Castro Valley
- Middlefield Park Master Plan, Mountain View
- North Bayshore Master Plan, Mountain View
- Oak Knoll Mixed-Use Development, Oakland
- Safeway Stores in Berkeley, Hercules, Oakland, and Pleasant Hill
- San Pablo City Hall Site Reuse, San Pablo
- University Village at San Pablo, Albany
- West County Health Center Expansion, San Pablo

### Transportation Planning Experience

Francisco served as Project Manager or Project Planner on various transportation planning projects, including analysis of automobile, transit, pedestrian, and bicycle access and circulation. Development of multimodal transportation plans has been a key component of several projects. Tasks typically included developing plan vision, goals, and recommendations that inform land use and transportation policy decisions. Projects include:

- Alameda Countywide Goods Movement Plan
- Alameda Countywide Multimodal Arterial Plan
- Ashland-Cherryland Business District Specific Plan, Alameda County
- City of Tracy Transportation Master Plan
- Fairfield Train Station Area Specific Plan
- Milvia Bikeway Plan, Berkeley
- Moffett Park Specific Plan, Sunnyvale
- San Pablo Avenue Corridor Project, Alameda and Contra Costa Counties
- San Joaquin County Sustainable Communities Strategy
- Union City Station District Specific Plan
- UC Merced Micromobility Plan

### Parking Planning Experience

Francisco served as Project Manager or lead Project Engineer/Planner on various parking studies, overseeing the analysis of existing parking conditions, evaluating future parking demand for specific developments and area wide. Tasks also included a shared-parking demand analysis for mixed-use developments. Francisco has also managed consultant teams to develop the concept design for large parking structures to serve future mixed-use developments. Projects include:

- 400 E. Caribbean Drive Google Parking Garage Concept Design, Sunnyvale
- Alta Bates Medical Center, Berkeley
- Downtown Richmond Parking Study
- Hugo Terrace Shopping Center, Fremont
- Lawrence Berkeley National Laboratory, Berkeley
- Village Green Development, Alameda County
- Wind River Way Office Park, Alameda

## Appendix Fehr & Peers Scope

### Fehr & Peers

#### City of Riverbank Development Impact Fee Study Transportation Scope of Work

##### *Project Understanding & Approach*

The City of Riverbank seeks to update its Development Impact Fee program to ensure compliance with current legal requirements, including AB 602, and to reflect the City's growth and mobility priorities. Fehr & Peers approach leverages existing plans, prior studies, and regional transportation documents to develop a refined, defensible project list. This strategy avoids duplicative work while ensuring consistency with local and regional goals. Updated cost estimates and funding sources will be documented to provide transparency and support the nexus analysis.

To establish maximum legally defensible fee levels, Fehr & Peers will calculate Vehicle Miles Traveled (VMT) for residential, commercial, and industrial land uses using local trip length data from the Replica database and Institute of Transportation Engineers (ITE) trip generation rates. In addition, Fehr & Peers will conduct a supplemental trip generation analysis using the MXD tool to estimate multimodal trip reductions for infill and transit-oriented development (TOD) scenarios. These adjustments will inform recommended fee reductions for priority areas.

The transportation work scope is divided into the following tasks using the same task structure outlined in the Request for Proposal (RFP).

##### *Task 1: Review Applicable City Documents*

Fehr & Peers will review plans, studies and policy documents provided by the City of Riverbank for purposes of understanding the current transportation impact fee program and background context for the transportation infrastructure project list development.

##### *Task 2: Findings & Fees – Transportation Project List Update*

The projects currently on the list will be reviewed with City staff to confirm project definition and status. The project list will be adjusted to include up to 10 additional projects. City of Riverbank will provide a definition of the additional projects, along with a cost estimate for projects that currently have estimates. Fehr & Peers will evaluate new and remaining projects for consistency with the REAP 2.0 program goals; if any of the projects do not seem to align with the fee program goals, the issue will be raised for discussion with the project team before proceeding.

Fehr & Peers will coordinate with the project team to confirm which existing project cost estimates should be escalated and which projects will require new planning-level cost estimates. Fehr & Peers will apply escalation rates estimated by the consult team for those projects where cost estimates are outdated. Fehr & Peers assumes that City staff and/or other consultants will provide planning-level cost estimates for projects that do not currently have estimates. In addition, Fehr & Peers assumes that City staff will summarize other funding sources anticipated to be available for transportation projects on the project list.

The updated project list will be summarized in tabular format, maps will not be prepared.

## *Task 3: Meetings*

Fehr & Peers will attend up to four (4) virtual meetings and two (2) in-person meetings during the project. These may include consultant team meetings, meetings with City staff, community engagement sessions, and/or public hearings. Additional meetings may be attended on a time-and-materials basis with prior authorization.

Meeting attendance will be limited to one Fehr & Peers staff. In-person meeting attendance includes meeting preparation time and travel time.

## *Task 4: Develop Draft Impact Fee Study*

### *Task 4.1 Update Growth Projections*

Fehr & Peers will coordinate with the consultant team and City staff to obtain the latest land use growth projections assumed in the upcoming 2026 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) update led by the Stanislaus Council of Governments (StanCOG).

Fehr & Peers will estimate the average PM peak-hour VMT generated by residential, commercial, and industrial developments under both base-year and horizon-year conditions. To calculate VMT, Fehr & Peers will use the Replica database to obtain average weekday trip length data for up to two (2) existing sites representing the following land use types:

- Single-family homes
- Multi-family homes
- Regional commercial
- Neighborhood commercial
- Office
- Industrial/Business Park

Site selection for the Replica analysis will be coordinated with City staff. Fehr & Peers will also apply trip generation rates from the *Trip Generation Manual, 12th Edition* (ITE, 2025). VMT by land use type will be estimated by multiplying the ITE trip generation rates by the average trip lengths derived from Replica.

### *Task 4.2: Conduct Nexus Analysis*

The 2015 and 2020 nexus studies used to inform the traffic impact mitigation fee updates applied a **planned facilities method** that allocated 100% of capital costs to new development demand as existing deficiencies were not reported during either update. Fehr & Peers assumes a variation of the planned facilities method will be applied to the 2026 update, with a 100% cost allocation to new development.

The nexus analysis will determine whether there are any existing deficiencies at the location of the new capital improvement projects. As in prior nexus study updates, the determination of existing deficiencies will be drawn from the results of prior traffic analyses to the extent such are readily available, and no new traffic data will be collected. If the new projects have no prior traffic analyses readily available, we will discuss options with the project team before proceeding as there may be a need to add some effort to this scope. Similarly, if existing deficiencies are identified and use of a travel demand model is needed to estimate growth proportions attributed to new development, that can be completed as an optional task outlined in **Optional Task 4.4**.

### *Task 4.3: Calculate Nexus Fee Amounts*

Based on the results of the growth projections and nexus analysis, Fehr & Peers will calculate how the maximum nexus fee amounts would change as a result of the additional capital projects. The purpose of the nexus analysis is to define the maximum fee amount that could be charged, and the policy makers have the discretion to charge any fee amount up to that maximum. Input from City's legal staff will be valuable at key points in the nexus study process, particularly given recent court cases that have raised questions about the level of specificity required for constitutional compliance. In this context, it is important to ensure compliance with the new Mitigation Fee Act requirements introduced by AB 602.

One key provision for discussion is whether the City intends to charge residential fees based on the square footage of each housing unit. For the purposes of this scope, Fehr & Peers assumes that the prime consultant will work with the City on the AB 602 question regarding square footage-based residential fees and will use the maximum per-unit fee amounts generated from the nexus analysis in that consideration. If additional transportation-related inputs are needed, these can be discussed and may require effort beyond what is currently included in this scope.

#### *FEE ADJUSTMENTS FOR PRIORITY AREAS*

Fehr & Peers will use the MXD tool to estimate multimodal trip reductions for up to five (5) prototypical development scenarios at infill sites near transit. The sites and land use assumptions will be developed in coordination with City staff and consultant team. Fehr & Peers will estimate average PM peak-hour trip generation rate adjustments for the selected sites. These trip generation adjustments will inform recommended fee reductions for new developments in infill/TOD priority areas.

### *Optional Task 4.4: Use of Travel Demand Model for Nexus Analysis*

If existing deficiencies are identified at capacity-increasing project locations, a travel demand model may be needed to estimate nexus fee fair-share amounts for those projects. As an optional task, Fehr & Peers will use the latest available off-the-shelf StanCOG regional travel demand model (covering Stanislaus County) to calculate traffic volume growth associated with new development in Riverbank. Fehr & Peers will review the model Traffic Analysis Zone (TAZ) structure and land use growth assumptions.

Growth projections will be incorporated into the StanCOG model, and the model network will be adjusted to include additional capital improvement projects identified in Task 2. Fehr & Peers will then apply the model to calculate the percentage of new development trips assigned to capital projects at locations with existing deficiencies.

Please note that the current StanCOG travel demand model does not meet Caltrans model validation criteria. If preferred, additional model adjustments and calibration can be performed to improve model performance for the study area. This additional calibration would be an optional task, and a separate scope of work and fee estimate can be prepared upon request.

### *Task 5: Report Deliverables*

The results of the analysis described above will be documented in a draft transportation impact mitigation fee program nexus study report. The nexus study will be submitted to the project team. We will respond one round of consolidated comments from staff and will finalize the report. Fehr & Peers budgeted eight (8) staff hours to respond to comments. If responses require more time than has been budgeted or require an expanded quantitative technical analysis, a contract amendment will be required.



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Temecula, CA 92590-4856

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[www.willdan.com](http://www.willdan.com)



**CITY OF RIVERBANK**

**RESOLUTION 2026-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIVERBANK, CALIFORNIA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WILLDAN  
FINANCIAL SERVICES TO ASSIST THE COMMUNITY DEVELOPMENT  
DEPARTMENT WITH UPDATING THE CITYWIDE SYSTEM DEVELOPMENT FEE  
(SDF) PROGRAM AND AUTHORIZE A BUDGET ALLOCATION OF \$319,575 FROM  
THE REAP 2.0 GRANT AWARDED TO THE CITY**

---

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

**WHEREAS**, StanCOG has awarded the City of Riverbank the REAP 2.0 grant in the amount of \$319,575; and

**WHEREAS**, the City of Riverbank identified a project that will utilize the available funding by updating the System Development Fee (SDF) program and establish an Infill and VMT/Transit-Oriented Development Fee, while also incorporating Affirmatively Furthering Fair Housing (AFFH) principles; and

**WHEREAS**, on October 14, 2025, the City Council adopted Resolution No. 2025-103 authorizing the City Manager to execute a contract with the Stanislaus Council of Governments (StanCOG) for the suballocation of Regional Early Action Planning (REAP 2.0) Grant Program funds totaling \$319,575; and

**WHEREAS**, the Community Development Department issued a Request for Proposal to prepare a comprehensive update to the City’s System Development Fee (SDF) Program on November 20, 2025; and

**WHEREAS**, on January 7, 2026, proposals were received from four (4) separate consulting firms; and

**WHEREAS**, a panel of Community Development Staff reviewed the proposals and rated each based on specific needs of the Department; and

**WHEREAS**, after reviewing the proposals it was determined the consulting firm best able to meet the Department’s needs was Willdan Financial Services; and

**WHEREAS**, City staff are seeking to contract with Willdan Financial Services for a total amount not to exceed \$319,575 funded by the REAP 2.0 Grant; and

**WHEREAS**, the City Council desires to authorize the City Manager to negotiate and approve final contract terms and conditions and to make minor, non-substantive and administrative changes to the agreement, including scope, schedule, and standard contractual provisions, provided the total contract does not exceed the amount authorized by the City Council, and the agreement remains consistent with the intent of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Riverbank does hereby authorize the City Manager to execute a contract with Willdan Financial Services to assist the Community Development Department with updating the System Development Fee (SDF) Program and authorizes a budget allocation of \$319,575 from the REAP 2.0 grant.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the 10<sup>th</sup> day of February, 2026; 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:**

\_\_\_\_\_  
Gabriela Hernandez  
City Clerk

\_\_\_\_\_  
Rachel Hernandez  
Mayor

**Exhibit A: *Contract with Willdan Financial Services for SDF Program Update Services***

## CONSULTANT SERVICES AGREEMENT

**THIS CONSULTANT SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, (the “Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”), and Willdan Financial Services (“Consultant”). City and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

**A.** City has issued a request for proposals (“RFP”) for consultant services in order to prepare a comprehensive update to the City’s System Development Fee (SDF) Program (the “Project”).

**B.** Consultant has submitted a proposal to City that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

**C.** Consultant represents that it is qualified, willing and able to provide the Services to City, and that it will perform Services related to the Project according to the rate schedule attached hereto and described more fully in **Exhibit B** (the “Rates”).

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

### AGREEMENT

**1. Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for City in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from City.

**2. Compensation.** City shall pay Consultant according to the fee schedule set forth in the Rates, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide City, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**3. Reimbursement.** City shall pay Consultant for reimbursable expenses

related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services.

**4. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the City will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

**6. Termination.** City may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, by notifying Consultant in writing of City's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

**8. Performance by Key Employee.** Consultant has represented to City that Carlos Villarreal and/or James Edison will be the person(s) primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

**9. Property of City.** The following will be considered and will remain the property of City:

**A. Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services ("Documents").

Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Documents.

**B. Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Data.

**C. Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to City all Documents and Data upon the conclusion of the Term or in the event of Termination.

**10. Duties of City.** In order to permit Consultant to render the services required hereunder, City shall, at its expense and in a timely manner:

**A.** Provide such information as Consultant may reasonably require to undertake or perform the Services;

**B.** Promptly review any and all documents and materials submitted to City by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

**C.** Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

**11. Representations of Consultant.** City relies upon the following representations by Consultant in entering into this Agreement:

**A. Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to City that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

**B. Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to

all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

**12. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of Client pertaining to the work.

**13. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing.

**14. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to City.

**A. General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

**B. Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**C. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Consultant shall provide a

financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**D. Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide City with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City’s Agents and any insurance or self-insurance maintained by City or City’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

**15. Indemnification.** Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by City. Consultant’s obligation to defend, indemnify and hold City and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

**16. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**17. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney’s fees, whether or not such action is prosecuted to judgment.

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

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

With courtesy copies to: City of Riverbank  
6707 Third Street  
Riverbank, CA 95367  
Attn: City Manager

And to: White Brenner LLP  
1608 T Street  
Sacramento, California 95811  
Attention: Douglas L. White, Esq.

If to Consultant: Willdan Financial Services  
66 Franklin Street, Suite 300  
Oakland, CA 94607  
Attention: James Edison

**19. General Provisions.**

**A. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**B. Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**C. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**E. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

**F. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**G. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**H. Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

**I. Audit.** City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

**J. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**K. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

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

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**CITY:**

CITY OF RIVERBANK, a California  
municipal corporation

By: \_\_\_\_\_  
Marisela H. Garcia, City Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Tom Hallinan, City Attorney

**CONSULTANT:**

Willdan Financial Services, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **DEVELOPMENT IMPACT FEE STUDY - SCOPE OF WORK**

Willdan Financial Services will provide professional consulting services to the City of Riverbank in support of the Development Impact Fee (DIF) Program Update. The Consultant shall perform all work in coordination with the City's Community Development Department and in compliance with the California Mitigation Fee Act (AB 1600), relevant state housing goals, and REAP 2.0 funding objectives.

The services the successful Consultant will be expected to provide include, but are not limited to, the following:

#### **1. Project Initiation and Coordination**

- a. Conduct a kickoff meeting with City staff to review project objectives, establish communication protocols, and confirm the project schedule and deliverables. Confirm project objectives, including development of an impact fee framework that incentivizes infill and transit-oriented development consistent with AB 1600, REAP 2.0, and SB 743.
- b. Participate in weekly progress meetings with City staff to provide status updates, review preliminary findings, and address any emerging issues or data needs.

#### **2. Data Collection and Review**

- a. Review and compile existing City documents, including the General Plan, Capital Improvement Program (CIP), Master Plans, and previous fee studies.
- b. Verify existing development assumptions, growth projections, and service standards for all applicable facility categories.
- c. Coordinate with City departments to identify infrastructure needs and planned capital projects related to growth and new development.

#### **3. Technical Analysis and Fee Methodology**

- a. Prepare updated fee methodologies consistent with AB 1600 requirements and industry best practices. The consultant shall identify and recommend fee categories and methodologies that incentivize infill and transit-oriented development through reduced or tiered fees, consistent with the California Mitigation Fee Act and State housing goals, including REAP 2.0 and SB 743.
- b. Develop calculations and justifications establishing a reasonable relationship (nexus) between new development and the cost of providing public facilities.

- c. Recommend fee adjustments that reflect current construction costs, growth forecasts, and equitable cost-sharing among land use types.

**4. Draft Development Impact Fee Study**

- a. Background information and existing conditions summary
- b. Description of overall methodology
- c. Supporting documentation and justification
- d. Recommended development impact fees
- e. Purpose and use of each fee
- f. Legal nexus analysis for each fee category
- g. Relationship between fee use, project type, and new development impacts
- h. Summary of key findings and AB 1600 compliance documentation

**5. Community Engagement and Outreach**

- a. Conduct at least one bilingual (English/Spanish) community meeting to inform residents, businesses, and stakeholders of potential changes to the City's impact fee structure.
- b. Provide presentation materials in accessible formats, summarizing key findings, rationale, and community benefits associated with proposed fee adjustments.

**6. Review and Refinement**

- a. Present draft findings to City staff for review and discussion.
- b. Incorporate staff feedback, technical comments, and policy guidance into the revised draft report.
- c. Attend additional staff or Council committee meetings as necessary to review progress and discuss recommendations.

**7. Final Report and Adoption Process**

- a. Prepare and submit a Final Development Impact Fee Study incorporating all comments and revisions.
- b. Present findings at a City Council meeting for consideration and potential adoption.

- c. Provide supporting documentation and materials necessary for public hearing notices and adoption in compliance with the Mitigation Fee Act.

All services described above shall be performed on a fixed-fee or time-and-materials basis, as determined during contract negotiation and directed by the City's Community Development Director. The Consultant shall submit monthly invoices itemizing hours worked, tasks completed, and deliverables submitted for review and payment authorization.

EXHIBIT "B"  
DEVELOPMENT IMPACT FEE STUDY - COST PROPOSAL

# City of Riverbank, CA

Cost Proposal for

## Development Impact Fee Study



## 7. Price Proposal

January 7, 2026

Mr. Joshua Mann  
Community Development Director  
City of Riverbank  
6707 Third Street  
Riverbank, CA 95367

**Re: Cost Proposal to Conduct a Development Impact Fee Study for the City of Riverbank**

Dear Mr. Mann:

Willdan Financial Services (“Willdan”) is pleased to submit the following fee proposal to the City of Riverbank (“City”) for the preparation of a System Development Fee (Development Impact Fee) Study. This submission reflects our understanding of the City’s Request for Proposal.

Willdan will serve as the prime consultant and will be responsible for overall project management and coordination with City staff. Fehr & Peers will support Willdan as a subconsultant for traffic and transportation-related services, as needed.

Willdan appreciates the opportunity to serve the City of Riverbank. Mr. James Edison will serve as the primary contact for this engagement. Should you wish to discuss any aspect of this submittal, please reach out to him directly; his contact information is provided in the table below.

<b>Willdan Financial Services</b>
<b>Prime Contact</b>
James Edison, JD, MPP
Managing Principal
66 Franklin Street, Suite 300, Oakland, California 94607
Direct #: (510) 912-4687   Email: <a href="mailto:JEdison@Willdan.com">JEdison@Willdan.com</a>

Sincerely,  
**Willdan Financial Services**



Chris Fisher  
Vice President / Director.

## Project Cost

Based upon the scope of work identified herein, Willdan proposes a **fixed fee of \$115,830** to prepare the City's Development Impact Fee Study. This fee includes all labor and subconsultant services necessary to complete the scope of work, including traffic engineering and vehicle miles traveled (VMT) analysis support provided by Fehr & Peers. **If the City elects to include the optional transportation nexus analysis described in the scope, the total fixed fee will increase to \$135,870.**

The table below provides a breakdown of the proposed fee by task.

City of Riverbank Development Impact Fee Study Fee Proposal					
	J. Edison Principal-in- Charge	C. Villarreal Project Manager	Total		
	\$ 300	\$ 270	Hours	Cost	
<b>Scope of Services</b>					
Task 1: Project Initiation and Policy Review	6.0	10.0	16.0	\$ 4,500	
Task 2: Existing Conditions and Growth Projections	8.0	12.0	20.0	5,640	
Task 3: Facility Standards	18.0	28.0	46.0	12,960	
Task 4: Facilities Needs and Cost Analysis	6.0	12.0	18.0	5,040	
Task 5: Funding and Financing Analysis	4.0	8.0	12.0	3,360	
Task 6: Fee Comparison Analysis	4.0	12.0	16.0	4,440	
Task 7: Fee Calculation, Documentation, and Adoption Suppo	6.0	16.0	22.0	6,120	
Task 8: Meetings and Public Outreach	8.0	16.0	24.0	6,720	
Fehr & Peers: Traffic Engineering Support	-	-	262.0	67,050	
<b>Total – Traffic Impact Fee Update Services</b>	<b>60.0</b>	<b>114.0</b>	<b>436.0</b>	<b>\$ 115,830</b>	

## Notes

Please note the following:

- The Development Impact Fee Study fee denoted above includes weekly virtual progress meetings with City staff and attendance at up to four (4) in-person meetings, anticipated to include the project kickoff meeting, one (1) bilingual community information meeting, one (1) Planning Commission meeting, and one (1) City Council meeting.
  - Attendance at additional in-person meetings or presentations beyond those identified above may be provided as additional services, subject to prior City authorization, and billed at the hourly rates provided below.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report will be classified as Additional Services and may require additional billing at hourly rates stated in the hourly rate schedule listed below. Any additional services shall be performed only upon prior City authorization and shall be billed in accordance with the hourly rate schedule provided below.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## Hourly Rates

### Willdan Financial Services

Provided below is Willdan’s hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President / Director		\$310
Managing Principal	James Edison	\$300
Principal Consultant	Carlos Villarreal	\$270
Senior Project Manager		\$250
Project Manager		\$210
Senior Project Analyst		\$150
Senior Analyst		\$135
Analyst II		\$120
Analyst I		\$110

### Fehr & Peers

Provided below is Fehr & Peers hourly rate table identifying current hourly rates for additional or optional services.

# Fehr & Peers

2025-2026  
(July 2025 through June 2026)  
**Hourly Billing Rates**

Classification	Hourly Rate
Principal	\$280.00 - \$460.00
Senior Associate	\$240.00 - \$335.00
Associate	\$215.00 - \$290.00
Senior Engineer/Planner	\$165.00 - \$240.00
Engineer/Planner	\$140.00 - \$200.00
Senior Engineering Technician	\$160.00 - \$255.00
Senior Project Accountant	\$125.00 - \$190.00
Senior Project Coordinator	\$135.00 - \$225.00
Project Coordinator	\$120.00 - \$190.00
Technician	\$155.00 - \$195.00
Intern	\$100.00 - \$160.00



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**RIVERBANK CITY COUNCIL / LRA BOARD**

**AGENDA ITEM NO. 10.1.**

**SECTION : NEW BUSINESS**

<b>Meeting Date:</b>	2/10/2026
<b>Subject:</b>	<b>Resolution Approving a Commercial Lease Agreement for 3313 Santa Fe Street (APN 132-009-056) and Authorizing the City Manager to Execute Said Agreement</b>
<b>From:</b>	Marisela H. Garcia, City Manager
<b>Submitted by:</b>	Marisela Garcia, City Manager

**RECOMMENDATION**

It is recommended that the City Council consider a Resolution approving a Commercial Lease Agreement for 3313 Santa Fe Street and authorizing the City Manager to complete the negotiations and execute said agreement.

**SUMMARY**

Due to spatial constraints at the existing City Hall North and City Hall South buildings, staff have been evaluating vacant buildings and land within the city that would be suitable for relocating City Hall thus allowing for the consolidation of all downtown departments under one building. In the interim, staffing needs continue to grow. To allow the departments to be able to have the flexibility to add staff (subject to approval during the preparation of the budget) we have explored other opportunities for additional space. The leasing of 3313 Santa Fe in downtown Riverbank will allow the City departments to continue to grow while still being in close proximity to the other departments.

**STRATEGIC PLAN**

This item is directly related to the City Council Strategic Plan Goal to Enhance City Facilities/Organization and addresses the objective to obtain “new offices for Development Services Administration Department and evaluate Corporation Yard to accommodate in-house engineering staff.”

**BACKGROUND**

In June 2018, the City Council established a Strategic Plan Objective to “conduct a spatial analysis of all city facilities...” Over the past several years it has been evident

that the City has outgrown its current facilities. With the population growth that is anticipated to occur in the near future with the continued housing construction throughout the city, the City Council thought it would be prudent to develop long-term plans to accommodate the growth in City staff that would be needed to serve our growing community.

In preparation for the study, all departments prepared short- and long-term staffing needs. These projections were used by the consulting team of Indigo Hammond + Playle Architects, LLP in order to determine the spatial needs for city offices. It became evident that City Hall North and City Hall South do not have sufficient space to adequately meet the needs of each of the departments, now or in the near future.

The City underwent the process of evaluating suitable sites in the downtown area to accommodate the construction of a new city hall. In February 2025, a Site Assessment was presented to Council with analysis performed on four sites, including those currently owned by the City, for the potential location of a new City Hall. Based on feedback, staff is exploring the feasibility of the following two sites:

- 3300 Atchison Street (Former Del Rio Theater)
- 6707 Third Street (City Hall North)

Design and financing of a new city hall has not yet been discussed as we finalize the location. We anticipate that this will be a long-term project that will take at least 5–7 years to bring to fruition. In the meantime, the City continues to grow and with limited space in our existing buildings, we do need to find opportunities to accommodate both existing and future staff. As such, the City Council included two objectives in the 2025-2030 Strategic Plan that would allow for expanding our spatial needs, including seeking new offices for Development Services and evaluating expanding the use of the CNG building to make additional office space. The City was moving forward in evaluating this opportunity when the opportunity to lease space downtown was offered.

**3313 SANTA FE STREET**

Recently we have been advised that the office space at 3313 Santa Fe Street was available for lease. This location was the office space of Lana Clayton Insurance Company. She has recently retired and immediately reached out to the City to offer the opportunity to lease the space. After evaluating the building with our Development Services Administration Department, our city inspectors, and our IT staff, we feel that this location would be suitable to allow Development Services to grow while still being centrally located in downtown close to City Hall North and City Hall South for residents and contractors seeking their services.

The City has been working with the property owners on a proposed lease with the following major terms:

<b>Lease Term</b>	February 11, 2026 – March 31, 2029
<b>Monthly Base Rent</b>	02/11/26 – 03/31/27: \$2,300 04/01/27 – 03/31/28: \$2,415 04/01/28 – 03/31/29: \$2,535.75
<b>Security Deposit</b>	\$2,301.00
<b>Operating Expenses</b>	100% of Utility & Service billings, Property Tax and Insurance
<b>Maintenance Requirements</b>	City to maintain roof, foundation, exterior walls, common areas, and rear parking. Cost shall not exceed an amount equal to fifty percent (50%) of the Base Rent in any given month.

The City will be performing some initial upgrades, including the installation of new workstations, carpeting, minor construction work (removal of temporary walls), and will be purchasing some furniture from the property owner for the City’s use. Additional costs will include IT upgrades to connect to the City’s network, installation of internet and phone systems.

**FINANCIAL IMPACT**

Base rent per year as follows to be paid from the General Fund:

Year	Monthly Rent	Annual Rent
02/11/26 – 03/31/27	\$2,300.00	\$27,600.00
04/01/27 – 03/31/28	\$2,415.00	\$28,980.00
04/01/28 – 03/31/29	\$2,535.75	\$30,429.00

The first month’s payment from 2/11/26-3/31/26 will include partial rent for February 2026, full monthly rent for March 2026, Security Deposit, and last month’s rent for March 2029 for a total first payment of \$7,980.08.

Additional costs to be covered by the City will include utilities (based on usage) and property tax (approximately \$2,700/year).

Costs related to the initial upgrades needed to occupy the building are currently being developed and will be requested at a future date.

**ATTACHMENTS**

- 1. Resolution
- 2. 3313 Santa Fe Street - Commercial\_Lease\_Agreement

**CITY OF RIVERBANK**

**RESOLUTION 2026-**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIVERBANK, CALIFORNIA  
APPROVING A COMMERCIAL LEASE AGREEMENT FOR 3313 SANTA FE STREET  
(APN 132-009-056) AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID  
AGREEMENT**

---

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

**WHEREAS**, in 2018 the City authorized the preparation of a Spatial Needs Analysis which determined that City Hall North and City Hall South did not have sufficient space to adequately meet the needs of each of the departments now and in the near future; and

**WHEREAS**, in February 2025 a Site Assessment was presented to Council which evaluated the suitability of four sites located in downtown Riverbank as a future location for the construction of a new city hall to accommodate the City’s needs; and

**WHEREAS**, the acquisition, design, financing, and construction of a new city hall will continue to be a long term project that the City is working towards completing; and

**WHEREAS**, in the interim period the City has realized that it continues to need additional space to accommodate current and future staff; and

**WHEREAS**, the 2025 Strategic Plan identified a goal to Enhance City Facilities/Organization with two strategic objectives to obtain “new offices for Development Services Administration Department and evaluate the Corporation Yard to accommodate in-house engineering staff; and

**WHEREAS**, an opportunity to lease additional space in proximity to City Hall North and City Hall South was received which will allow for City services to remain in downtown; and

**WHEREAS**, the City has negotiated a Commercial Lease Agreement, herein incorporated, with the property owner of 3313 Santa Fe Street (APN 132-009-056).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Riverbank does hereby:

1. Approve the Commercial Lease Agreement with all its Terms and Conditions except as noted in item 2 below,

2. Authorize the City Manager to complete negotiations regarding Section 18 Maintenance Costs,
3. Authorize the City Manager to execute the Agreement,
4. Authorize the allocation of General Fund Reserves to the Development Services Rents & Leases Account (101-412.000-702.031) for payment of the monthly base rent,
5. Authorize the allocation of General Fund Reserves to the Development Services Utilities Account (101-412.000-704.021) for payment of ongoing monthly utilities.

**PASSED AND ADOPTED** by the City Council of the City of Riverbank at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2026; 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:**

\_\_\_\_\_  
**Gabriela Hernandez, CMC**  
**City Clerk**

\_\_\_\_\_  
**Rachel Hernandez**  
**Mayor**

**Attachment(s): *Commercial Lease Agreement***



COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/24)

Date (For reference only): January 20, 2026
Lana Clayton

(Owner, Authorized Broker or Agent, or Property Manager, ("Landlord"))
and City of Riverbank ("Tenant") agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as 3313 Santa Fe Street ("Premises"), which comprise approximately 100.000% of the total square footage of rentable space in the entire property. See exhibit N/A for a further description of the Premises.

2. TERM: The term begins on (date) February 11, 2026 ("Commencement Date"),

(Check A or B):

A. [X] Lease: and shall terminate on (date) 03/31/2029 at 12 AM [X] PM. Any holding after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

B. [ ] Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

C. RENEWAL OR EXTENSION TERMS: To be negotiated by Lessor and Lessee OR [ ] See attached addendum.

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- (1) \$ per month, for the term of the agreement.
(2) \$ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
[X] (3) \$2,300.00 per month for the period commencing 02/11/2026 and ending 03/31/2027 and \$2,415.00 per month for the period commencing 04/01/2027 and ending 03/31/2028 and \$2,535.75 per month for the period commencing 04/01/2028 and ending 03/31/2029.
(4) In accordance with the attached rent schedule.
(5) Other:

B. Base Rent is payable in advance on the 1st (or [ ] ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Lana Clayton at (address) 382 Omni Dr., Spanish Springs, Nevada, 89441, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on 02/11/2026. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant [X] is [ ] is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$2,301.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) [ ] If Base Rent increases during the term of this agreement, Tenant agrees to increase deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.



**7. QUALIFIED COMMERCIAL TENANT**

- A. DEFINITION:** A "Qualified Commercial Tenant" means a tenant of commercial real property that meets both of the following requirements:
- The tenant is a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees ("microenterprise" as defined under Business and Professions code § 18000 means a sole proprietorship, partnership, limited liability company, or corporation that meets both of the following: (i) has 5 or fewer employees including the owner, and (ii) generally lacks sufficient access to loans, equity, or other financial capital); and
  - (i) Subject to subclause (ii), the tenant has provided the landlord, within the previous 12 months, a written notice that the tenant is a qualified commercial tenant and a self-attestation regarding the number of employees, at such time the protections under this provision come into place.  
(ii) Unless the tenancy is from week to week, month to month, or other period less than a month, the tenant provided the notice of self-attestation described in subclause (i) before or upon execution of the lease, and annually thereafter, at such time the protections under this provision come into place.
- B. MODIFICATIONS TO AGREEMENT:** If Tenant is a Qualified Commercial Tenant, the following provisions apply:
- NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation. Even if Tenant negotiates through the Tenant's own interpreter, Landlord is not relieved on this obligation.
  - TERMINATION:** If Tenant has occupied the Premises for one year or more and is on a month to month tenancy, Landlord shall give notice at least 60 days prior to the propose date of termination.
  - NOTICE TO INCREASE RENT:** For any proposed rent increase greater than 10 percent of the rental amount charged to Tenant at any time during the 12 months before the effective date of the increase, the notice shall be delivered at least 90 days before the effective date of the increase, and subject to California Civil Code § 1013 if served by mail.
  - NOTICE AND DOCUMENTATION RELATED TO PROPERTY OPERATING EXPENSES:**
    - NOTICE PRIOR TO EXECUTION OF THE LEASE:** Tenant may inspect any supporting documentation of building operating costs upon written request. Within 30 days of a written request, Landlord shall provide supporting documentation of the previously incurred or reasonably expected building operating costs.
    - TIMING OF EXPENSES:** Operating expenses must have been incurred within the previous 18 months, or reasonably expected to be incurred within the next 12 months of any payment.
    - SUPPORTING DOCUMENTATION:** Landlord shall provide supporting documentation prior to any charge to recover any building operating costs from tenant under **paragraph 15**.

**8. PAYMENTS:**

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>02/11/2026</u> To <u>03/31/2026</u>	\$ <u>3,143.33</u>	\$ _____	\$ <u>3,143.33</u>	_____
B. Security Deposit	\$ <u>2,301.00</u>	\$ _____	\$ <u>2,301.00</u>	_____
C. Other: <u>Last Months Rent</u>	\$ <u>2,535.75</u>	\$ _____	\$ <u>2,535.75</u>	_____
Category				
D. Other: _____	\$ _____	\$ _____	\$ _____	_____
Category				
E. Total:	\$ <u>7,980.08</u>	\$ _____	\$ <u>7,980.08</u>	_____

- 9. PARKING:** Tenant is entitled to On-site unreserved and On-site reserved vehicle parking spaces. The right to parking  is  is not included in the Base Rent charged pursuant to **paragraph 3**. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
- 10. ADDITIONAL STORAGE:** Storage is permitted as follows: Inside Building. The right to additional storage space  is  is not included in the Base Rent charged pursuant to **paragraph 3**. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
- 11. LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under **paragraph 4**, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
- 12. CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition, with the following exceptions: Subject to a walk-thru with Lessor and Lessee. Items listed as exceptions shall be dealt with in the following manner: None.
- 13. ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
- 14. TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant.





**15. PROPERTY OPERATING EXPENSES:**

- A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.
- B.  (If checked) paragraph 15 does not apply.

**16. USE:** The Premises are for the sole use as City uses. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

**17. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use of the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**18. MAINTENANCE:**

- A. Tenant OR  (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any.
- B. Tenant OR  (If checked, Landlord) shall keep glass, windows and doors in operable and safe condition.
- C. Landlord OR  (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and Rear parking area

D. Unless Landlord is indicated above, if Tenant fails to maintain the Premises, or keep it in operable and safe condition, as specified in **18A-C**, Landlord may contract for or perform such services to maintain the Premises, or keep it in operable and safe condition, as specified in **18A-C**, and charge Tenant for Landlord's cost.

**19. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

**20. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

**21. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.

**22. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the **90** (or  ) day period preceding the termination of the agreement.

**23. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant or Tenant's obligation under this agreement.

**24. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in **paragraph 2**. If Landlord is unable to deliver possession within **60** (or  ) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in **paragraph 12**; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

**26. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by **paragraph 25**, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that would have been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.



27. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guest, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
28. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
29. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
30. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$2,000,000.0 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under **paragraph 18C**. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$2,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to **paragraph 18C**. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
31. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
32. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
33. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
34. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
35. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**
- A. Landlord states that the Premises  have, or  have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises  have, or  have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
- (2)  (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR  (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR  (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."



- D. Notwithstanding anything to the contrary in **paragraph 17, 18, 19** or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of the  
 Tenant,  Landlord,  Other To Be Determined.

**36. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to **paragraph 36** below. **Paragraphs 37B and C** apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

**37. ARBITRATION OF DISPUTES:**

- A. Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 37B and C below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**
- B. EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) and action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- C. BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials \_\_\_\_\_ / \_\_\_\_\_ Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_

- 38. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each on shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 39. NOTICE:** Notices may be served by mail, email, or courier at the contact information provided in the signature section for Landlord or Tenant, or at any other location subsequently designated and is deemed effective upon personal receipt by either party or their agent.
- 40. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
- 41. INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
- 42. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** The costs incurred by Tenant in fulfilling its obligation to maintain the Premises, as provided in Section 18 of this Agreement ("Monthly Maintenance Expenses"), shall not exceed an amount equal to fifty percent (50%) of the Base Rent in any given month. Any Monthly Maintenance Expenses exceeding fifty percent (50%) of the Base Rent for that month shall be the responsibility of the Landlord. Monthly Maintenance Expenses shall be charged only in the month in which such costs or expenses are actually incurred, and any amounts exceeding fifty percent (50%) of the Base Rent shall not be allocated, amortized, or carried forward to any other month.

The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA) \_\_\_\_\_

- 43. ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in **paragraph 36**.



- 44. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
- 45. BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this **paragraph 44**.
- 46. AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent: PMZ Commercial (Print Firm Name) is the agent of (check one):  
 the Landlord exclusively; or  both the Tenant and Landlord.  
 Selling Agent: Self Representation - City Attorney (Print Firm Name) (if not same as Listing Agent)  
 is the agent of (check one):  
 the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by other; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

- 47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 48 or 49** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 48. Tenant agrees to rent the Premises on the above terms and conditions.**
- A.  ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) **Non-Individual (entity) Tenants:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_
  - (3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
    - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
    - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
  - (4) **Legally Authorized Signer:**
    - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
    - (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_.

**B. TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of Tenant: Lana Clayton  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_  
 Address 382 Omni Dr. City Spanish Springs State NV Zip 89441  
 Telephone (775)772-9522 Text \_\_\_\_\_ E-mail lanaclayton12@yahoo.com

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of Tenant: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

**49. Landlord agrees to rent the Premises on the above terms and conditions:**

A.  **ENTITY LANDLORD:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) **Non-Individual (entity) Landlords:** One or more Landlords is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_
- (3) **Contractual Identity of Landlord:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
  - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
  - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
  - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.
  - (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**B. LANDLORD SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name of Landlord: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name of Landlord: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**Agency relationships are confirmed as above. Real estate brokers who are not also Landlords in this agreement are not a party to the agreement between Landlord and Tenant.**

Real Estate Broker (Tenant Brokerage Firm) Self Representation - City Attorney Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Landlord Brokerage Firm) PMZ Commercial Lic. # 00405158  
By (Agent) \_\_\_\_\_ Lic. # 00685045 Date \_\_\_\_\_  
Address 1120 Scenic Dr City Modesto State CA Zip 95350  
Telephone (209)456-6297 Fax \_\_\_\_\_ E-mail cpope@pmz.com

Landlord's Initials \_\_\_\_\_ / \_\_\_\_\_ Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_

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**COMMERCIAL LEASE AGREEMENT (CL PAGE 7 OF 7)**

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Lana Clayton