



**CITY OF RIVERBANK
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY BOARD
MEETINGS**

(The City Council also serves as the LIRA Board)
City Hall North • Council Chambers
6707 Third Street • Suite B • Riverbank • CA • 95367

AGENDA

TUESDAY, JANUARY 14, 2020– 6:00 P.M.

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

- CALL TO ORDER:** Mayor/Chair Richard D. O'Brien
- FLAG SALUTE:** Mayor/Chair Richard D. O'Brien
- INVOCATION:** Riverbank Ministerial Association
- ROLL CALL:** Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

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

CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.
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1. PRESENTATIONS There are no presentations.

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LIRA Board. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the City Council/LIRA Board.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LIRA 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/LIRA Board.

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

Item 3.B: A **Resolution** Authorizing the City Manager to Execute a Grade Crossing Construction and Maintenance Agreement between the City of Riverbank and BNSF Railway Company.

Item 3.C: Acceptance of the Claus Road Overlay Project Completed by DDS Company Doing Business As Knife River Construction and Authorization to File a Notice of Completion.

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

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS

Item 5.1: **First Reading and Introduction of a Proposed Ordinance Amending Title XV: Land Usage, Chapter 153: Zoning of the Riverbank Municipal Code by Repealing Section 153.280: Intent and Purpose Through Section 153.285: Specific Requirements for Certain Zones in Their Entirety and Substituting Them with New Sections 153.280 Through 153.285** – It is recommended that the City Council conduct the public hearing for the first reading and introduction of the proposed ordinance and consider its approval, which will initiate the second reading by title only at the January 28, 2020, regular City Council meeting to consider its adoption.

6. NEW BUSINESS

Item 6.1: A Resolution Approving the Appointments of Joan Stewart, Mallorie Fenrich, Natasha Basso, and Alternate Ben Reuben to the Planning Commission Effective January 2020; and Administer the Oath of Office to Said Appointees Including Recent Appointee Steve Link Fulfilling the Unexpired Term of Former Commissioner Robert Ball - It is recommended that the City Council consider Mayor O'Brien's applicant recommendations to fill the three (3) expired Planning Commissioner seats, and the expired Alternate Planning Commissioner seat, and thereafter have the Oath of Office administered and Certificate of Appointments presented.

Item 6.2: **Workshop: Urban Growth Boundaries – Riverbank – Modesto** – It is recommended that the City Council consider the information provided in the workshop regarding the recent updates on Modesto's Urban Limit line and consider direction for Riverbank moving forward.

Item 6.3: **Annual Consideration of City Council Appointments to Intergovernmental Boards and Committees and Appointments to Internal City Committees for the Year 2020** – It is recommended that the City Council:

- 1) Review the appointment lists; and
- 2) Volunteer or nominate a member of the Council to serve as the representative; and
- 3) By roll call vote, ratify the appointments for the year 2020.

Item 6.4: **Nomination and Appointment of the Vice Mayor to Serve for the Year 2020** – It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor for the year 2020, and by roll call vote, City Council approve the appointment for a one-year term.

7. 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 during this time.

Item 7.1: Staff

Item 7.2: Council/Authority Member

Item 7.3: Mayor/Chair

8. CLOSED SESSION

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

Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8
Property: 062-031-005, 062-031-006, 062-031-007
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: ~~Emetic, Inc.~~ Aemetis, Inc.
Under Negotiation: Price, terms of payment, or both

Item 8.2: **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code Section 54957
Title: City Manager

9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session on Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – ~~Emetic, Inc.~~ Aemetis, Inc.

Item 9.2: Report from Closed Session on Item 8.2: **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – City Manager

ADJOURNMENT (The next regular City Council meeting – Tues., January 28 @ 6:00pm)

UPCOMING EVENTS:

January 20 (Monday)	o <u>City Offices are Closed</u> – in observance of Martin Luther King Jr. Day.
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AFFIDAVIT OF POSTING

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

Posted this 9th day of January, 2020

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

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122 or cityclerk@riverbank.org. Notification of (72) hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. [28 CFR 35.102-35.104 ADA Title II].

Notice Regarding Non-English Speakers: Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LIRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

Meeting Schedule	<u>Regular City Council Meetings:</u> 6:00 p.m. on the 2nd and 4th Tuesday of every month, unless otherwise noticed. <u>Local Redevelopment Authority Board:</u> (The City Council also serves as the LIRA Board.) Meets on an "as needed" basis. The City Council also serves as the LIRA Board.
City Council / LIRA Agenda & Reports	The City Council/LIRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when available, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LIRA Board. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings	In general, a public hearing is an open consideration within a regular meeting of the City Council/LIRA Board, for which special notice has been given. During a specified portion of the hearing, any interested party is invited to present written or oral protests or support for the subject matter under consideration. Written testimony sent or delivered to the City Clerk must be received no later than <u>5:00 p.m. on the day of the meeting</u> to allow for distribution to the City Council/LIRA Board. Preparations for the meeting are conducted between 5:00 p.m. and 6:00 p.m. and therefore the City Clerk is not available during this time.
Written Public Comments	Anyone wishing to provide written public comments may do so <u>prior to 5:00 p.m. of the day of the meeting</u> to allow for distribution to the City Council. Comments must specify what agenda item they are referring to. Comments will become part of the record, however, they will not be read aloud at the meeting.
Televised / Video of Meetings	• Charter – Channel 2 • AT&T Uverse – Channel 99 • www.riverbank.org – video icon – under Agendas and Minutes link
City Hall Hours	City Hall is open Monday – Thursday; 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays
Questions	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2020
Subject:	Waiver of Readings
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

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

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2020
Subject:	A Resolution Authorizing the City Manager to Execute a Grade Crossing Construction and Maintenance Agreement between the City of Riverbank and BNSF Railway Company
From:	Sean Scully, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to Execute a Grade Crossing Construction and Maintenance Agreement between the City of Riverbank and BNSF Railway Company.

SUMMARY:

In 2017 the City of Riverbank finalized the design of a signal at the corner of Patterson Road and Roselle Avenue, which includes a pedestrian crossing over the BNSF railroad tracks across Patterson Road. For the past 2 years staff has been in discussions with BNSF to finalize Burlington Northern Santa Fe Railway Company's required rail improvements, easement requirement, costs and the Grade Crossing Construction and Maintenance Agreement.

This capital project will improve the existing Patterson Road at-grade crossing by reconstructing and widening the roadway, adding sidewalks, and installing railroad crossing signals and activation equipment within the existing roadway easement across the BNSF right-of-way. The highway traffic control signals will be preempted with grade crossing warning devices. BNSF will install a new portion of the crossing surface at Patterson Road with a new concrete and rubber crossing surface, new crossing signal equipment, and relocation of the industry spur handthrow turnout to the north. These improvements will be made at the sole cost of the City of Riverbank.

The Grade Crossing Construction and Maintenance Agreement includes an Exhibit B – Easement Agreement, Exhibit C – Contractor Requirements and Exhibit C-1 Agreement between BNSF Railway Company and the Contractor, and Exhibit D Cost Estimates.

FISCAL IMPACT:

The cost for the easement and BNSF rail improvements will be part of the project costs and will be funded with the appropriated System Development Fees for this project.

ATTACHMENTS:

1. Resolution
2. Grade Crossing Construction and Maintenance Agreement
3. Project Location Map
4. BNSF Easement Drawing

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A GRADE CROSSING
CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF
RIVERBANK AND BNSF RAILWAY COMPANY**

WHEREAS, the City of Riverbank authorizes the City Manager to execute a Grade Crossing Construction and Maintenance Agreement between the City of Riverbank and BNSF Railway Company; and

WHEREAS, the City of Riverbank is improving the existing Patterson Road at-grade crossing by reconstructing and widening the roadway, adding sidewalks, and installing railroad crossing signals and activation equipment with the existing roadway easement across the BNSF right-of-way; and

WHEREAS, BNSF will install a new portion of the crossing surface at Patterson Road with a new concrete and rubber crossing surface, new crossing signal equipment, and relocation of the industry spur handthrow turnout to the north; and

WHEREAS, the Grade Crossing Construction and Maintenance Agreement includes Exhibit B – Easement Agreement, Exhibit C – Contractor Requirements, Exhibit C-1 Agreement between BNSF Railway Company and the Contractor, and Exhibit D Cost Estimates; and

WHEREAS, the cost for the easement and BNSF rail improvements will be part of the project costs and will be funded with the appropriated System Development Fees for this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank authorizes the City Manager to execute a Grade Crossing Construction and Maintenance Agreement between the City of Riverbank and BNSF Railway Company.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 2020; motioned by Councilmember ____, seconded by Councilmember ____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

Attachment: Copy of Agreement

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF10011360
Mile Post 1096.1
Line Segment 7200
U.S. DOT Number 028767V
Stockton Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of this _____ day of _____, 20__ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the City of Riverbank, a political subdivision of the State of CA ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Riverbank; State of CA;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve the existing Patterson Road at-grade crossing, located at BNSF Line Segment 7200 and Milepost 1096.1, and designated by D.O.T. No. 028767V, by reconstructing and widening the roadway, adding sidewalks, and installing railroad crossing signals and activation equipment within the existing roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Agency desires to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A;

WHEREAS, "BNSF" agrees to allow the Agency to preempt the highway traffic control signals with the grade crossing warning devices indicated on Exhibit A;

WHEREAS, the parties agree that BNSF will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, the Agency also desires BNSF to install a new portion of crossing surface at Patterson Road with a new concrete and rubber crossing surface;

WHEREAS, the additional crossing surface will require the relocation of the industry spur handthrow turnout to the north;

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WHEREAS, the Agency is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at Patterson Road; and

WHEREAS, the BNSF agrees to purchase and install, at the Agency's sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the reconstruction/widening/construction of the Patterson Road by Agency and installation of crossing signals/activation equipment/new crossing surfaces/relocation of the industry turnout at U.S. D.O.T No. 028767V, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II) RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars (\$2,000)

Upon Agency's payment to BNSF of the additional sum of twenty eight thousand twenty-two and 00/100 Dollars (\$28,022.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B and B-1 attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the

Form 704CM; Rev. 08/17/11

Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (e) Provide an interface box, with contact terminals, mounted on side of Crossing Signal Control House;
- (f) Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency

must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Agency the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.**

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.
2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
3. Agency must acquire all rights of way necessary for the construction of the Project.
4. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
5. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

- (a) Design and Reconstruction/Construction of Patterson Road;

- (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (c) Installation of advance warning signs in accordance with the MUTCD
- (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Provide suitable drainage, both temporary and permanent;
- (f) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.
- (g) Construct asphalt/concrete roadway surface on approaches to each track. Roadway surface will match elevation of the Main (and Siding) Track crossing surface(s) and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 5'-6" (preferably 6'-0") from centerline of each track to provide for a minimum of 11'-0" (preferably 12'-0") opening for track and railroad crossing surface;
- (h) Provide and place six (6) to twelve (12) inch wide section of asphalt between roadway concrete headers (and sidewalks) and the new concrete crossing surfaces, including that portion of Patterson Road located between the Main Track and Siding Track.
- (i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
- (j) Provide BNSF in writing with the total time required from start of preempt cycle of highway traffic control signals until arrival of the train at the highway-rail crossing.
- (k) Connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit.
- (l) Install the new highway traffic control signals.

6. The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.

7. The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.
8. The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.
9. The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
11. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project ("Contractor"):
 - (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

- (b) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.
- (c) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(d) In addition to the liability terms contained elsewhere in this Agreement, the Contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, a Contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with such Contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original Contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, Agency shall have its Contractor give BNSF's Roadmaster 45 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15. Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF**

AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE CROSSING BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
2. The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.
3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for

any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Laura Graybill, Project Coordinator
6707 Third Street
Riverbank, CA 95367
(209) 863-7155
lgraybill@riverbank.org

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Laura Graybill, (209) 863-7155 for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes). In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys' fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8. The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF10011360 and D.O.T. Crossing No. 028767V and must state the time that construction activities will begin.

9. In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:

- (a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Patterson Road roadway.
- (b) Agency will maintain the elevation of the Patterson Road roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
- (c) Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- (d) Agency will do nothing and permit nothing to be done in the maintenance of the Patterson Road roadway, which will interfere with or endanger facilities of BNSF.
- (e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (f) BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition
- (g) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of

maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.

- (h) If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- (i) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
 - (j) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
 - (k) In the event the Agency's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, Agency must, at its sole cost and expense, reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
 - (l) If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.
- (m) BNSF will operate and maintain, at its expense, the necessary relays and other materials required to preempt the highway traffic control signals with the grade crossing warning devices.
- (n) BNSF will operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.
- (o) Agency will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.

10. Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction

work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

11. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of CA and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice under this Agreement.

12. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

13. In the event construction of the Project does not commence within 24 months of the Effective Date, this Agreement will become null and void.

14. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

15. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

16. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

17. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF;	BNSF's Manager Public Projects 740 E Carnegie Dr. San Bernardino, CA 92408
-------	--

Agency:

City of Riverbank
Attn: Kathleen Cleek
6707 Third Street
Riverbank, CA 95367

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: Craig Rasmussen

Printed Name: CRAIG RASMUSSEN

Title: VP - ENVIRONMENTAL SERVICES

WITNESS:

[Signature]

AGENCY
City of Riverbank

WITNESS:

By: _____

Printed Name: Sean Scully

Title: City Manager

Exhibit A

Project location

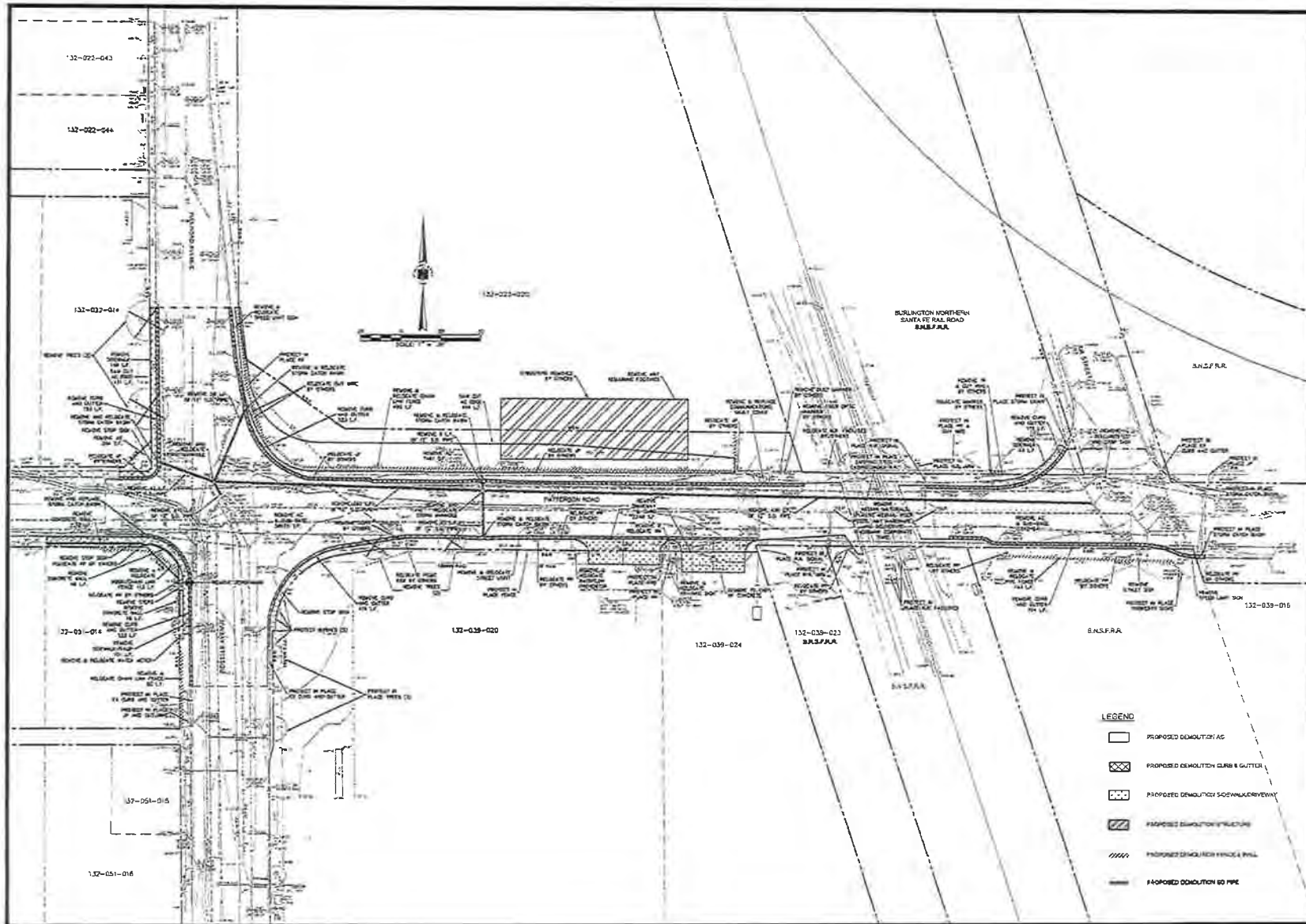
Signal at Patterson & Roselle Project

Aerial image of project location



Google Earth

© 2018 Google





1-800-227-2600

CK Giuliani & Kull, Inc.
 ENGINEERS & SURVEYORS
 148 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
 (209) 847-8328 Fax (209) 847-7223
 Auburn • San Jose • Chicago

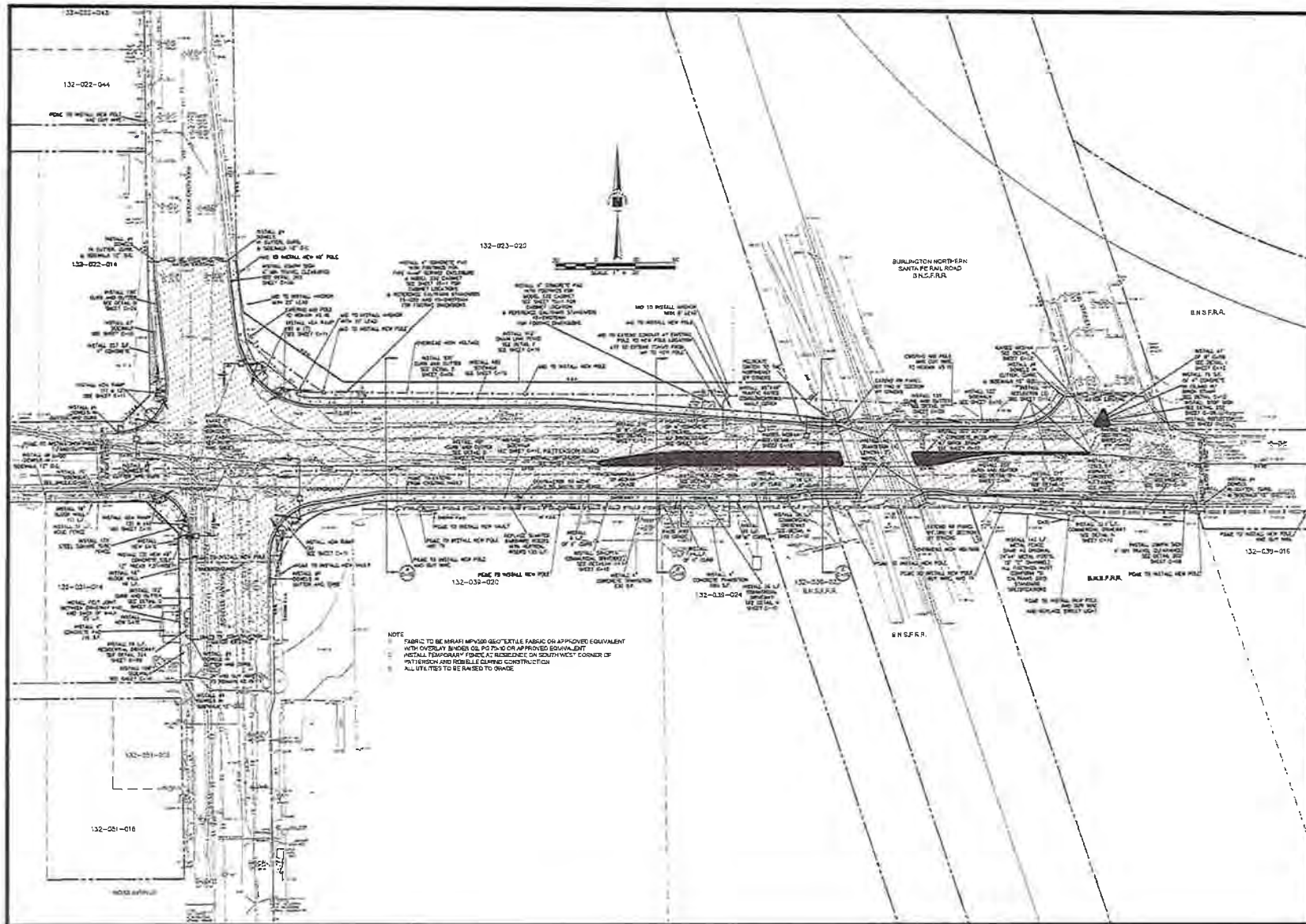


TOPO AND DEMO PLAN
SIGNAL AT PATTERSON & ROSELLE
PATTERSON ROAD BETWEEN ROSELLE AND 1ST
CITY OF RIVERBANK
RIVERBANK, CALIFORNIA

C-02

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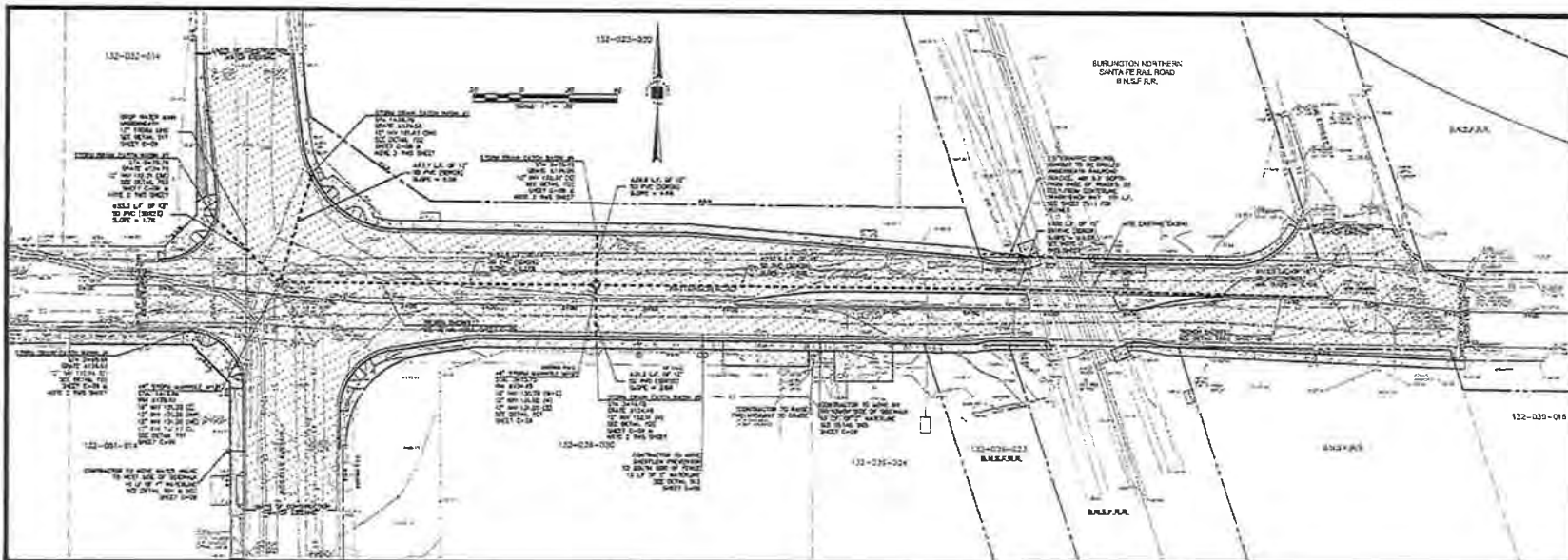
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WITH OVERLAY BINDER OR POLYURETHANE EQUIVALENT
INSTALL TEMPORARY FENCE AT INTERSECTION ON SOUTHWEST CORNER OF
PATTERSON AND ROSELLE DURING CONSTRUCTION
ALL UTILITIES TO BE RAISED TO GRADE


 1-800-227-2600
 1-800-227-2600

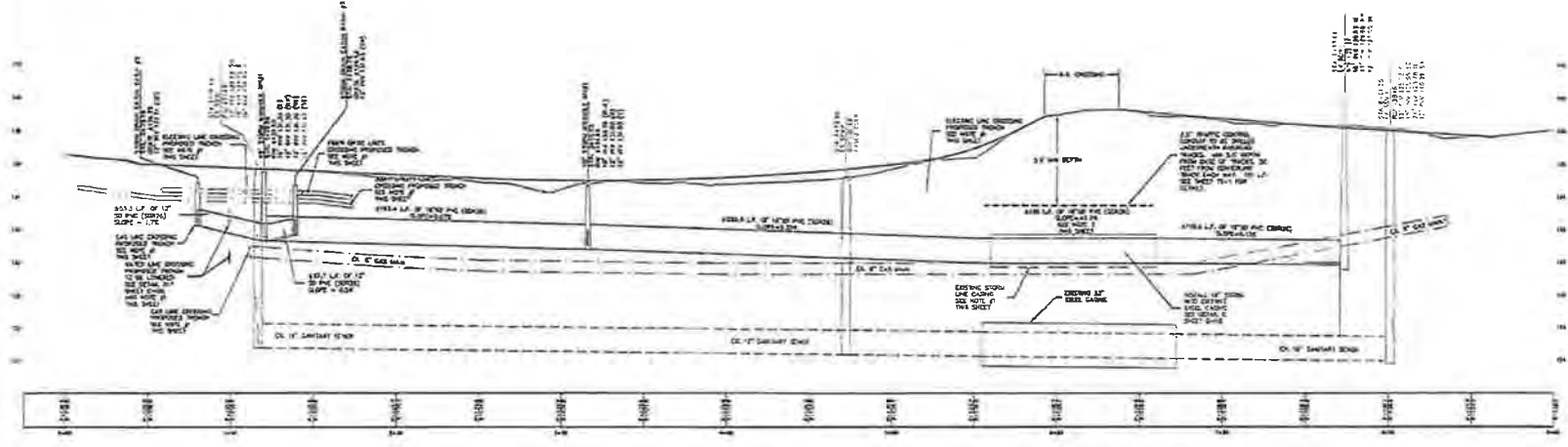
CK Giuliani & Kull, Inc.
 ENGINEERS & ARCHITECTS
 1400 N. Yosemite Avenue, Suite A, Oakdale, CA 95361
 (209) 947-8725 Fax (209) 947-7323
 Auburn • San Jose • Oakdale


 SITE PLAN
 SIGNAL AT PATTERSON & ROSELLE
 PATTERSON ROAD BETWEEN ROSELLE AND 1ST
 CITY OF RIVERBANK
 RIVERBANK, CALIFORNIA

C-03
 12
 15165



1. UTILITIES AND UNDERGROUND FACILITIES INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CITY AND THE ENGINEER ASSUME RESPONSIBILITY THAT THE UTILITIES AND UNDERGROUND FACILITIES INDICATED WILL BE THE UTILITIES AND UNDERGROUND FACILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE AGENCY (UGA) TO LOCATE ALL UTILITIES WITHIN THE AREA.
2. EXISTING SLOPE OF SITE, CAVING UNDESIRABLE. CONTRACTOR TO VERIFY SLOPE.



CK Giuliani & Kull, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 440 S. Yosemite Avenue, Suite A, Oskdale, CA 95051
 (925) 847-8725 Fax (925) 847-7323
 Auburn ■ San Jose ■ Oskdale

UTILITY PLAN & PROFILE
 SIGNAL AT PATTERSON & ROSELLE
 PATTERSON ROAD BETWEEN ROSELLE AND 1ST
 CITY OF RIVERBANK
 RIVERBANK, CALIFORNIA

C-05

12

15165

PATERSON ROAD CITY OF RIVERBANK, CALIFORNIA EROSION CONTROL DRAWING

SMP LIST

THE FOLLOWING SMP IS LISTED AS NOT OF IMPACT TO THE CONSTRUCTION SITE MANAGEMENT PRACTICES (SMP) LISTED IN THE CITY OF RIVERBANK, CALIFORNIA, AND SHALL BE ADDED TO THE SMP LIST. THE CITY OF RIVERBANK, CALIFORNIA, SHALL BE RESPONSIBLE FOR THE ADDED SMP LISTED IN THE CITY OF RIVERBANK, CALIFORNIA, AND SHALL BE RESPONSIBLE FOR THE ADDED SMP LISTED IN THE CITY OF RIVERBANK, CALIFORNIA.

SMP NO.	SMP DESCRIPTION	DATE
MS-1	WASTE MANAGEMENT	10/1/10
MS-2	WASTE MANAGEMENT	10/1/10
MS-3	WASTE MANAGEMENT	10/1/10
MS-4	WASTE MANAGEMENT	10/1/10
MS-5	WASTE MANAGEMENT	10/1/10
MS-6	WASTE MANAGEMENT	10/1/10
MS-7	WASTE MANAGEMENT	10/1/10
MS-8	WASTE MANAGEMENT	10/1/10
MS-9	WASTE MANAGEMENT	10/1/10
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MS-98	WASTE MANAGEMENT	10/1/10
MS-99	WASTE MANAGEMENT	10/1/10
MS-100	WASTE MANAGEMENT	10/1/10

BEST MANAGEMENT LEGEND

MS	WASTE MANAGEMENT AREA	CONCRETE WORK
YM	WASTE MANAGEMENT AREA	PERIMETER PROTECTION / FIBER ROLLS
FUEL	FUEL MANAGEMENT AREA	STORM DRAIN INLET PROTECTION
P	PORTABLE TOILET LOCATION	STABILIZED CONSTRUCTION ENTRANCE/EXIT
		PAVING PATCHING & PATCHING
		CONCRETE WORK

EROSION CONTROL PRACTICES

REFER TO THE PREPARED STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR INSTALLATION DETAILS OF RECOMMENDED BEST MANAGEMENT PRACTICES (BMPs).

ALL EROSION CONTROL MEASURES, EQUIPMENT, AND MATERIALS SHALL MEET THE CALIFORNIA STORM WATER QUALITY ASSOCIATION (CSWA) STANDARDS.

EROSION CONTROL IS REQUIRED AT ALL TIMES.

INFORMATION ON THIS PLAN IS FOR EROSION CONTROL ONLY. ALL OTHER INFORMATION IS SUBJECT TO SPECIAL PROJECT CONSTRUCTION PLANS. ALL EROSION CONTROL MEASURES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL FIELD FIT FOR ACTUAL SITE CHARACTERISTICS.

THE EROSION CONTROL PLAN AND STORMWATER POLLUTION PREVENTION PLAN SHALL BE KEPT ON SITE DURING CONSTRUCTION ACTIVITY AND MADE AVAILABLE UPON REQUEST OF A REPRESENTATIVE OF THE REGIONAL WATER BOARD AND/OR LOCAL AGENCY.

THIS PLAN IS INTENDED AS AN INITIAL RECOMMENDATION FOR EROSION CONTROL AND STORMWATER POLLUTION PREVENTION AS A RESULT OF THE PROJECT CONSTRUCTION AND IS INTENDED TO BE UPDATED THROUGHOUT THE PROJECT DURATION DEPENDING ON THE SPECIFIC PHASE OF CONSTRUCTION, AS WELL AS SITE-SPECIFIC CONDITIONS WHICH MAY EVOLVE OVER THE COURSE OF THE PROJECT.

IF, DURING THE COURSE OF CONSTRUCTION, ADDITIONAL AREAS ARE DISTURBED (E.G. GRADED) THE CONTRACTOR SHALL AMEND THIS SWPPP APPROPRIATELY. ADDITIONAL BMPs MAY BE REQUIRED (E.G. SE-3, SE-5, ETC.).

IF, DURING THE COURSE OF CONSTRUCTION, STORM WATER IS OBSERVED FLOWING FROM THE CONSTRUCTION SITE TO STORM DRAINS OUTSIDE OF THE PLAN DRAWINGS, ADDITIONAL INLET PROTECTION (SE-10) MAY BE REQUIRED.

THE INTENT OF FIBER ROLLS IS TO PREVENT SEDIMENT LADEN RUNOFF FROM LEAVING THE DISTURBED AREA. CONTRACTOR SHALL UPDATE FIBER ROLL INSTALLATIONS WITH PHASES OF WORK. IF, DURING THE COURSE OF CONSTRUCTION, ADDITIONAL AREA IS DISTURBED (E.G. GRADED), THE CONTRACTOR SHALL AMEND THIS SWPPP APPROPRIATELY. ADDITIONAL BMPs MAY BE REQUIRED (E.G. SE-3, SE-5, ETC.).

LOCATION OF LAYDOWN AREA TO BE VERIFIED BY CONTRACTOR IN THE FIELD. CONTRACTOR CAN CHOOSE LOCATION FOR CONSTRUCTION LAYDOWN AND MUST FOLLOW BMP REQUIREMENTS AT NEW LAYDOWN LOCATION. NOTIFY CSD IF LAYDOWN AREA IS AT A NEW LOCATION.

A MINIMUM OF ONE (1) STABILIZED CONSTRUCTION ENTRANCE/EXIT (TE-1) IS REQUIRED. HOWEVER, IF THE CONSTRUCTION SITE IS BEING ACCESSED BY A SECOND ROUTE, THAT ROUTE MUST HAVE AN ADDITIONAL STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLED.

LANDSCAPE ACTIVITIES TO COMPLY WITH APPROPRIATE BMPs (E.G. WS-2 & 3).

CONCRETE WORKSHOPS MAY BE DISTURBED IF CONCRETE WORK IS REQUIRED TO BE SELF-CLEANING.

DURING CONSTRUCTION, ALL SIDEWALKS AND PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT LADEN RUNOFF FROM ENTERING ANY STORM DRAINAGE SYSTEM.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN AND REPAIR ALL EROSION CONTROL FACILITIES AT THE END OF EACH WORK DAY DURING THE CONSTRUCTION PHASE.

ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THE EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS, BUT ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE CITY ENGINEER AND/OR CSD.

ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL HAVE PLAN, STABILIZATION OF LANDSCAPE, HYDROLOGICAL, OR OTHER MONITORING ESTABLISHED. A MINIMUM OF ONE (1) MONITORING POINT MUST BE ESTABLISHED TO MONITOR THE PROJECT UNDER THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP). ONCE THE MONITORING POINT IS SET, THE CSD SHALL APPLY FOR A NOTICE OF REGISTRATION (NOR) WITH THE CALIFORNIA STATE WATER BOARD.

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EROSION CONTROL PLAN
SIGNAL AT PATERSON AND ROSELLE
PATERSON ROAD BETWEEN ROSELLE AND 1ST
CITY OF RIVERBANK
RIVERBANK, CALIFORNIA

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CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**STOP SIGN
INSTALLATION**

1-25-16 222

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**NON-PARKING AREA
COLLECTOR / ARTERIAL
INTERSECTION**

3-10-15 313

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**CURB RAMP
CASE D**

3-10-15 320

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**CURB RAMP
NOTES & DETAILS**

3-10-15 322

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
DETECTABLE WARNING SURFACE AUTHORIZED
MATERIAL LIST**

Material Name	Material Description	Material Specification
1. 1/2" x 1/2" x 1/2" (3/8")	1. 1/2" x 1/2" x 1/2" (3/8")	1. 1/2" x 1/2" x 1/2" (3/8")
2. 1/2" x 1/2" x 1/2" (3/8")	2. 1/2" x 1/2" x 1/2" (3/8")	2. 1/2" x 1/2" x 1/2" (3/8")
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9. 1/2" x 1/2" x 1/2" (3/8")	9. 1/2" x 1/2" x 1/2" (3/8")	9. 1/2" x 1/2" x 1/2" (3/8")
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CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**CALIFORNIA D.D.T.
DETECTABLE WARNING SURFACE
AUTHORIZED MATERIAL LIST**

3-10-15 323

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

DRIVEWAY APPROACH

3-10-15 324

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

LIGHTING STANDARD

1-25-15 491

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**LIGHTING POLE
FOUNDATION**

1-25-16 492

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**NEW 1" WATER SERVICE
RESIDENTIAL**

9-23-14 501

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**1" WATER SERVICE
METER BOX LOCATION**

9-23-14 503

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**2" WATER
SERVICE**

9-23-14 505

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**REDUCED PRESSURE PRINCIPLE
BACKFLOW PREVENTION ASSEMBLY
1" TO 1 1/2" SIZE**

9-23-14 512

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**WATER MAIN
LOWERING**

9-23-14 517

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

**EXCAVATION REQUIREMENTS
FOR CONSTRUCTION**

9-23-14 528

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

CATCH BASIN

1-25-16 702

DIGALERT
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CONSTRUCTION DETAILS
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RIVERBANK, CALIFORNIA

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CITY OF RIVERLAND DEPARTMENT OF PUBLIC WORKS		HODC DETAIL	
<i>Walt J. Kline</i>			
DATE	BY	DATE	BY
1-25-15	WJK	1-25-15	703

CITY OF RIVERSIDE DEPARTMENT OF PUBLIC WORKS		FRAME & GRATE DETAIL	
			
DATE	BY	PROJECT NO.	704
10/2/76	WJK	1-2-76	

CITY OF RIVERSIDE DEPARTMENT OF PUBLIC WORKS	CONCENTRIC MANHOLE					
PROJECT NO.		DATE		DRAWN BY		CHECKED BY
P-00000		1988-05		J.M.S.		J.T.B.

CITY OF INVERTEARIE DEPARTMENT OF PUBLIC WORKS		TYPICAL HORIZONTAL DRAIN LAYOUT	
		1-25-16	710

CITY OF RIVERSIDE (Department of Public Works)		RIGID PIPE TRENCH SECTION	
11/11/10 2:00 PM			
		1-25-10	1003

Report Made
and Recommended by

James V. Del

Quesada, J.R. y Pineda, M. (2010) *El agua en Chile: Problemas y perspectivas*. Santiago: Editorial del Financiero.

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CITY OF RIVERSIDE Department of Public Works	STOP SIGN, STOP BAR AND E.P.R.O.W. - CUL-DE-SAC LOCATIONS
	
	
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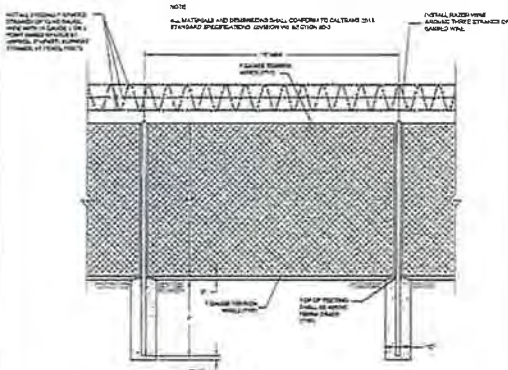
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UTILITY NOTES

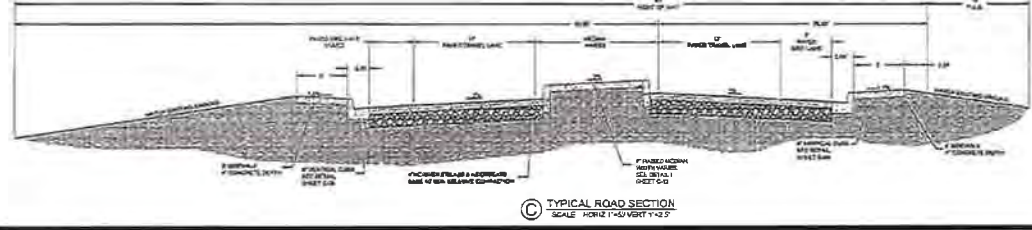
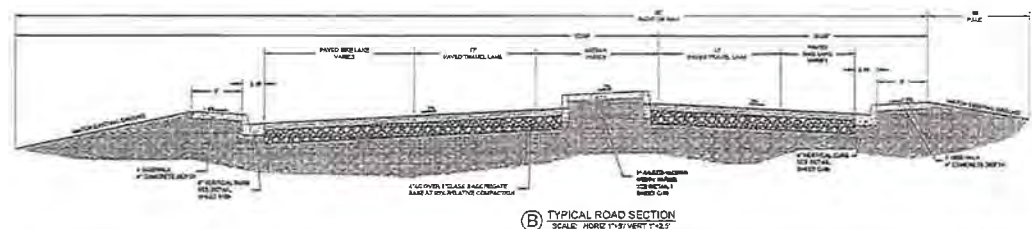
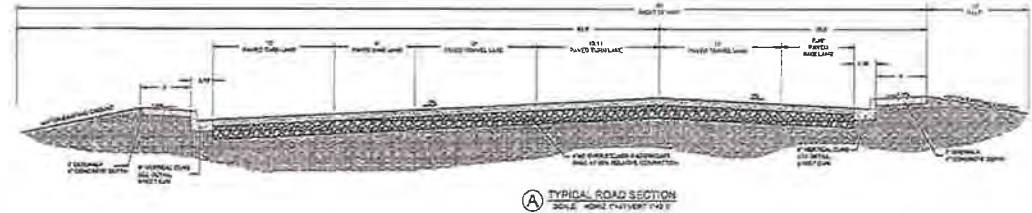
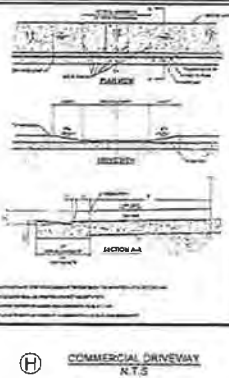
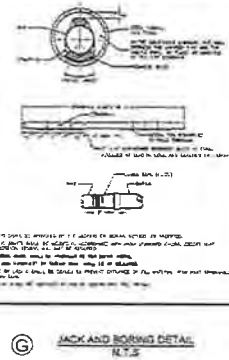
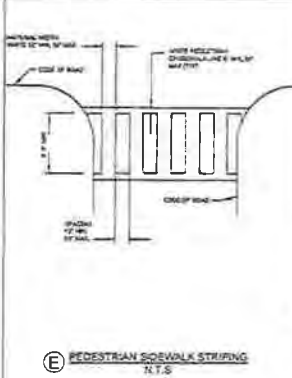
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND FOR THE REPAIRS OF THOSE DAMAGED DURING CONSTRUCTION.
2. ALL MATERIAL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AMPLE COVER FOR THE PROTECTION OF ALL INSTALLED UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
4. THE CONTRACTOR SHALL ESTABLISH AND COORDINATE ANY WORK TO BE DONE BY THE SERVING UTILITY COMPANIES IN COORDINATION WITH AND NECESSARY FOR THE INSTALLATION OF THE COMPLETE AND OPERABLE UTILITY SYSTEM SHOWN HEREON, UNLESS NOTED OTHERWISE.
5. THE CONTRACTOR IS TO FURNISH THE OWNER WITH A COPY OF ALL PERMITS AND FINAL ACCESSANCES GRANTED BY THE UTILITY COMPANY AND/OR AGENCY INVOLVED.
6. ALL UTILITY LINE BACKFILL MATERIAL, PLACEMENT, AND COMPACTION TESTS SHALL COMPLY WITH THE CITY OF RIVERSIDE STANDARD SPECIFICATIONS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REDOORATE ALL NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES.
8. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF CURBS, FINAL PAVEMENT OF SURFACED, AND PLACEMENT OF BASE MATERIALS.
9. THE DOMESTIC WATER LINE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND THE CITY OF RIVERSIDE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS. THE MATERIAL SHALL BE THAT ALLOWED BY THE UNIFORM PLUMBING CODES AND THE CITY OF RIVERSIDE DEPARTMENT OF PUBLIC WORKS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE TYPE AND SPECIFICATIONS OF ALL MATERIAL FITTINGS, ETC., CONFORM TO THESE STANDARDS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PRESSURE AND BACTERIA TESTING OF WATER LINES AS REQUIRED BY THE CITY OF RIVERSIDE DEPARTMENT OF PUBLIC WORKS. HEREIN TO THE CITY OF RIVERSIDE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS AND THE STANDARD COUNTY ENVIRONMENTAL REQUIREMENTS FOR ALL WATER LINE TESTING REQUIREMENTS.
11. STORM DRAIN SYSTEMS SHALL BE CLEANED AND VIDEO TAPED IN ACCORDANCE WITH THE CITY OF RIVERSIDE PUBLIC WORKS STANDARD SPECIFICATIONS.

SPECIAL DESIGN CONSIDERATIONS

1. CONTRACTOR SHALL MAINTAIN A CLEARLY DRAWN SET OF "AS-BUILT" DRAWINGS TO INDICATE FIELD REVISIONS AND SUBMIT TO THE ENGINEER OR RECORD FOR ALTOCAD FILE UPDATE AND SUBMISSION TO THE CITY PRIOR TO PROJECT COMPLETION.
2. ALL IMPROVEMENTS ARE TO CONFORM TO THE CURRENT ADA ACCESSIBILITY GUIDELINES FOR SIDEWALKS AND RAMPS.
3. CONTRACTOR TO USE A SMOOTH LEVEL OR OTHER MEANS OF CHECKING FORM GRADES PRIOR TO POURING PAVING. FORMS MUST BE SUBMITTED BY THE CITY PRIOR TO POURING CONCRETE. FAILURE TO OBTAIN APPROVAL OF FORMWORK MAY RESULT IN REJECTION WORK.
4. CONTRACTOR IS TO LOCATE AN ACCEPTABLE STAGING AREA WITHIN CLOSE PROXIMITY TO PROJECT FOR STORAGE OF ALL EQUIPMENT, LIGHTS, MATERIALS, ETC. PROPOSED LOCATION MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF RIVERSIDE PUBLIC WORKS DEPARTMENT ALONG WITH A TRAFFIC CONTROL PLAN.



F CHAIN LINK FENCE
N.T.S.



CK Guliani & Kull, Inc.
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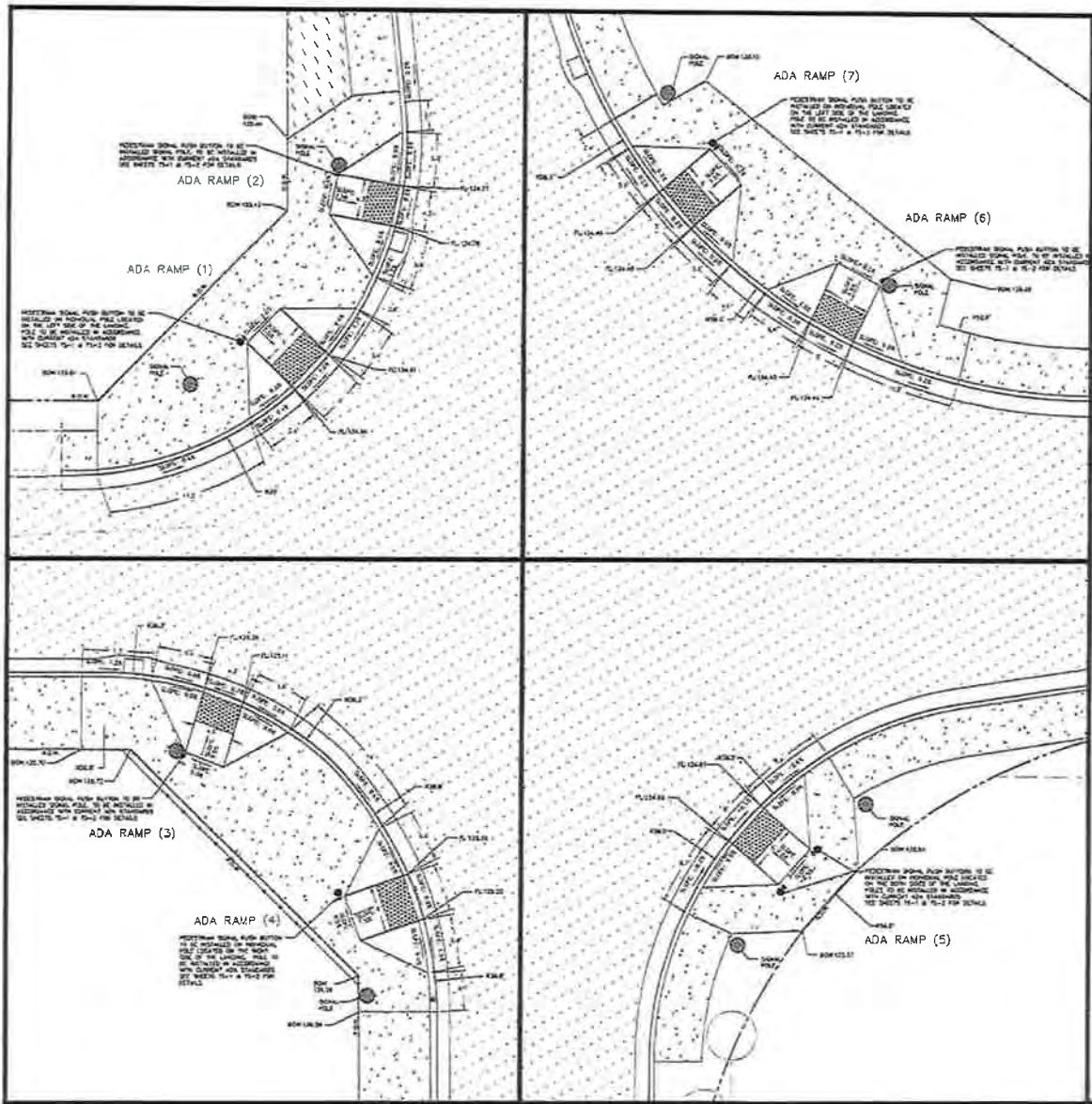
CONSTRUCTION DETAILS & NOTES
SIGNAL AT PATTERSON & ROSELLE
PATTERSON ROAD BETWEEN ROSELLE AND 1ST
CITY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

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ADA RAMP DETAILS

SIGNAL AT PATTERSON AND ROSELLE

PATTERSON ROAD BETWEEN ROSELLE & 1ST

CITY OF RIVERBANK

RIVERBANK, CALIFORNIA

CK Giuliani & Kull, Inc.

448 S. Yosemite Avenue, Suite A, Oakdale, CA 95361

(209) 847-8725 Fax (209) 847-7333

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DATE: 10/15/11

BY: [Signature]

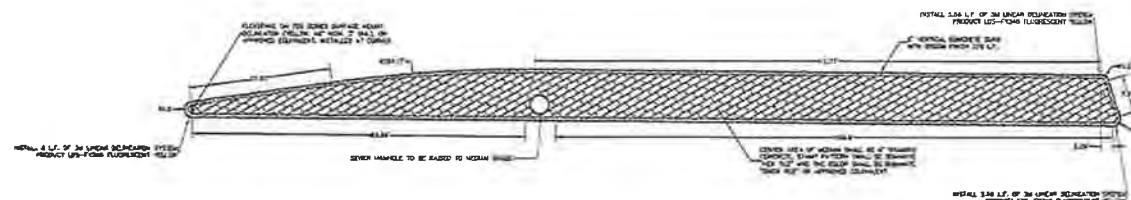
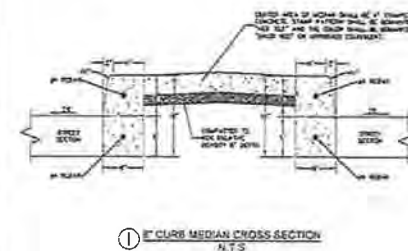
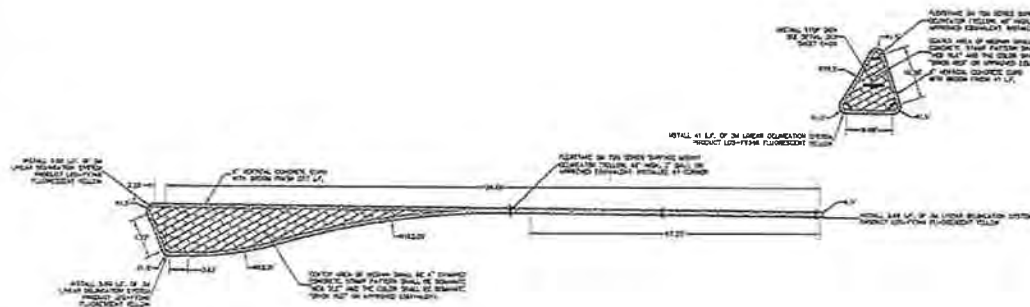
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MEDIAN DETAILS
 SIGNAL AT PATTERSON & ROSELLE
 PATTERSON RD BETWEEN ROSELLE AND 1ST
 CITY OF RIVERBANK
 RIVERBANK, CALIFORNIA

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Exhibit B
EASEMENT AGREEMENT
FOR _____
(C&M Agreement)

THIS EASEMENT AGREEMENT FOR CONSTRUCTING A NEW AT GRADE CROSSING AT _____ ("**Easement Agreement**") is made and entered into as of the _____ day of _____, 20__ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and _____, a _____ ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Haslet, County of Wise, State of Texas, at Railroad Line Segment 485 Mile Post 20.23, [Project # DOT No. 675304F], as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;

- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor

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property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 **Compliance with Environmental Laws.** Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 All soils and materials to be removed from the Grantor's property or right of way must be properly disposed of at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee, at Grantee's expense, must ensure that all such materials are properly characterized, managed, and transported prior to disposal. Grantee shall be deemed the "Generator" of any and all such materials and waste, as defined in Environmental Laws.

7.3 **Notice of Release.** Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.4 **Remediation of Release.** In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.5 **Preventative Measures.** Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of

any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement

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Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2501 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Real Estate, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision

herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **\$2,000.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

a _____

By: _____
Name: _____
Title: _____



EXHIBIT "A-2"

Premises

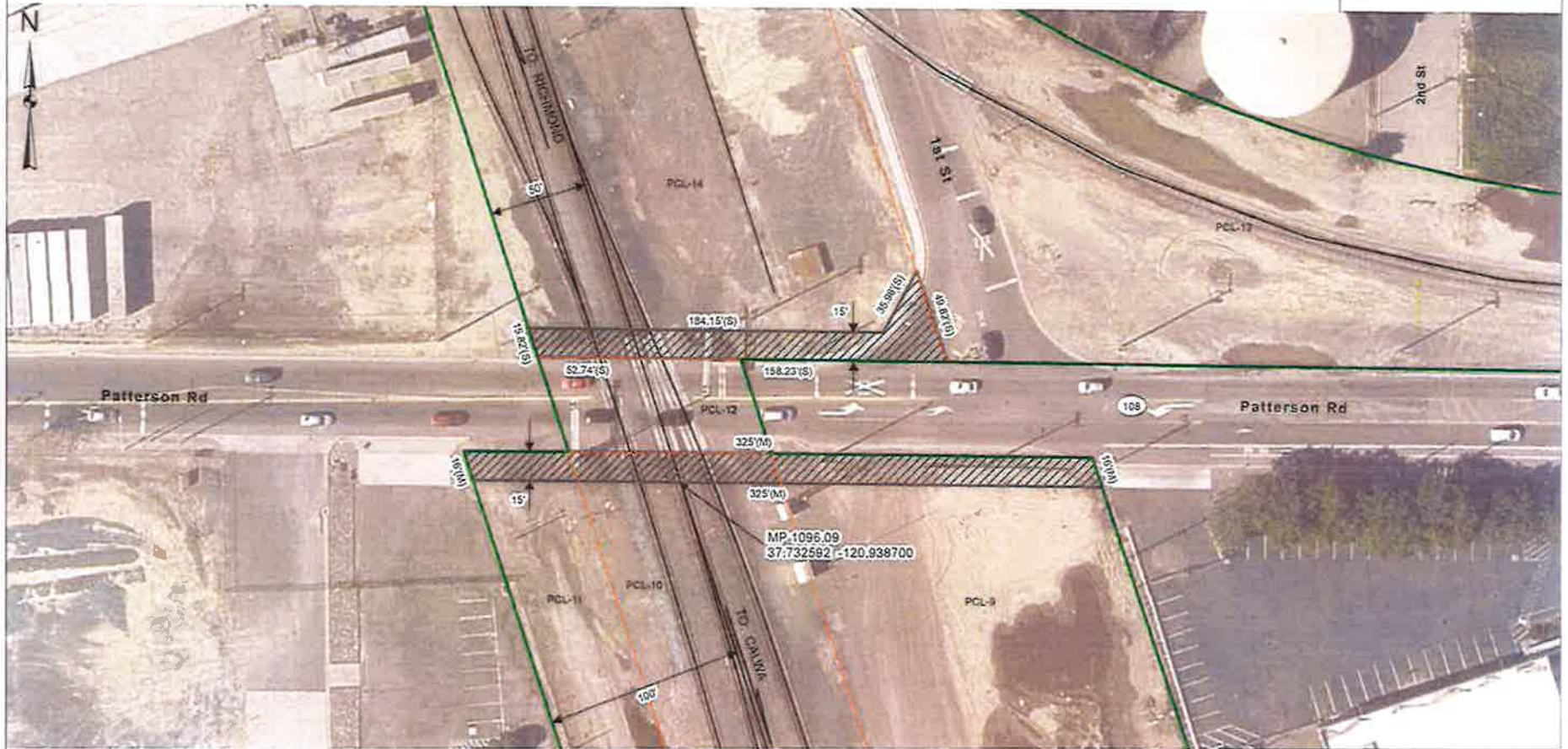
COORDINATE SYSTEM: CA_3

EXHIBIT "A"

SCALE: 1 IN = 50 FT

JLL T1 -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = 508660
RW = -

This map was prepared by BNSF Railway Company in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding that BNSF makes no representation whatsoever about the quality, accuracy, or completeness of the data used in this map.



TO: CITY OF RIVERBANK, CA
AT: RIVERBANK
STANISLAUS COUNTY,
CA

LEGEND:
[Hatched Box] PERMANENT EASEMENT
[Solid Line] RIGHT OF WAY LINE
[Dashed Line] PARCEL LINES
[Thin Line] TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

CALIFORNIA DIVISION
STOCKTON SUBDIVISION - L.S. 7200-8
VAL. SEC. 48210
AT&SF RY CA-18, MAP 26
SEC. 25, T2S, R9E MDM
DATE: 8/2/2019
MP 1096.09

DRAWN BY: JNC DRAWING NO. 76244



EXHIBIT "B-1"

MEMORANDUM OF EASEMENT MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 20__, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Wise County, Texas as described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 20__ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.



IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)



GRANTEE:

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____ (name) as _____ (title) of _____
_____, a _____.

Notary Public

My appointment expires: _____

(Seal)



EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of Patterson Roadway DOT_028767V reconstruction and preemption installation.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to



any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

**Laura Graybill, Project Coordinator
City of Riverbank, Development Services Department
6617 Third Street
6707 Third Street - Mailing
Riverbank, CA 95367
(209) 863-7155
(209) 869-1849 Fax**

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify (Agency) at (209) 863-7155 and Railway's Manager Public Projects, telephone number (909) 386-4474 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF10011360.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering



and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Project Engineer and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.



- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.



- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at



www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Project Engineer** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if,



in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 52 freight trains per 24-hour period at a timetable speed 79 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All



work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site,



www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must



determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Project Engineer**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance



with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F) ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St:	2. Date:	Time:
County:	3. Temperature:	4. Weather:
(if non BNSF location)		
Mile Post / Line Segment:		
5. Driver's License No (and state) or other ID:		SSN (required):
6. Name (last, first, mi):		
7. Address:	City:	St: Zip:
8. Date of Birth:	and/or Age:	Gender:
	(if available)	
Phone Number:	Employer:	
9. Injury:	10. Body Part:	
(i.e., Laceration, etc.)	(i.e., Hand, etc.)	
11. Description of Accident (To include location, action, result, etc.):		
12. Treatment:		
☐	First Aid Only	
☐	Required Medical Treatment	
☐	Other Medical Treatment	
13. Dr. Name:	Date:	
14. Dr. Address:		
Street:	City:	St: Zip:
15. Hospital Name:		
16. Hospital Address:		
Street:	City:	St: Zip:
17. Diagnosis:		

EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: BF10011360

Agency Project: _____

CONTRACTOR [Insert contractor's legal name here] (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 201_, with **City of Riverbank** for the performance of certain work in connection with the following project: Patterson Road, BF10011360 Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Riverbank** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY**

CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration,

cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related

to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

CONTRACTOR

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

EXHIBIT "D"

AUTHORITY FOR EXPENDITURE

LOCATION : WEST RIVERBANK	LINE SEGMENT : 7200	AFE NUMBER :
PLANITEM NUMBER : 228930000	MILEPOST : 1096.094	RFA NUMBER : 5904320
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : CA	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : STOCKTON	BUDGET YEAR : 2020
JOINT FACILITY : CITY OF RIVERBANK	TRACK TYPE : 1	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : CA	REPORTING OFFICE : 715
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 28956

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CAN DIV STOCKTON SUB LS 7200 MP 1096.094 - DOT #028767V - PARTIALLY BILLABLE TO CITY OF RIVERBANK - PROPOSING TO WIDEN PATTERSON RD EXTEND XING SURFACE ON THE WEST AND EAST

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
228930000	7200	1096.094	1096.094	1	WEST	WEST RIVERBANK	PUBLIC IMPROVEMENT PROJECT	2020

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	110,251	110,251
MATERIAL COSTS	0	0	0	0	31,619	31,619
OTHER COSTS	0	0	0	0	91,644	91,644
TOTALS	0	0	0	0	233,514	233,514

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF NUMBER: 5904320
COSTING DATE: 01/01/2020

PRINTED ON: 09/25/2019
ESTIMATED BY: ADAMS
PRINTED BY: ADAMS

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF RIVERBANK

LOCATION WEST RIVERBANK DETAILS OF ESTIMATE PLAN ITEM : 228930000 VERSION : 9

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CAN DIV STOCKTON SUB LS 7200 MP 1096.094 - DOT #028767V - PARTIALLY BILLABLE TO CITY OF RIVERBANK

CITY OF RIVERBANK IS PROPOSING TO WIDEN PATTERSON RD - EXTENDING SURFACE ON THE WEST TRACK 16 FT TO THE NORTH, AND EXTENDING SURFACE ON THE EAST TRACK 8 FT TO THE SOUTH.

REQUESTED BY MATTHEW HANS 3/31/17
REVISION REQUESTED BY MATTHEW HANS 4/6/17
VERSIONED PER TAYLOR SMITH 02/17/18
VERSIONED PER MATTHEW HANS 01/18/19
VERSIONED PER MATTHEW HANS 02/19/19
VERSIONED PER MATTHEW HANS 04/05/19
VERSIONED PER TIERRA ADAMS 09/24/19

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE FIELD WELDS - CAP	99.68	MH	4,171	
REMOVE TRACK	16.8	MH	695	
REPLACE PUBLIC CROSSING - TOTAL REHAB	156.8	MH	6,481	
REPLACE RAIL/OTM - CAP	79.52	MH	3,287	
REPLACE TRACK PANELS - CAP	168.0	MH	6,943	
SURFACE TRACK - REPLACEMENT - CAP	202.0	MH	7,068	
UNLOAD BALLAST - REPLACEMENT - CAP	18.9	MH	668	
UNLOAD BALLAST - REPLACEMENT - CAP	8.1	MH	286	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	37.8	MH	1,336	
UNLOAD OTM - REPLACEMENT - CAP	4.86	MH	177	
UNLOAD TRACK PANELS - REPLACEMENT	24.3	MH	854	
WORK TRAIN - BALLAST - REPLACEMENT - CAP	2.8	MH	175	
PAYROLL ASSOCIATED COSTS			21,087	
DA OVERHEADS			34,833	
EQUIPMENT EXPENSES			16,572	
INSURANCE EXPENSES			5,618	
TOTAL LABOR COST			110,251	110,251

MATERIAL				

BALLAST, FOR GENERIC USE ONLY	120.0	NT **	1,229	
JOINT, COMPROMISE, 132 LB/100 LB, RH, JL & 4L	4.0	PR **	1,308	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	1.0	EA **	5,745	
RAIL, 136 LB NEW WELDED STANDARD CARBON	142.0	LF	2,356	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	126.0	EA **	252	
TIE, TRK, 10FT, PRE-PLATED, 6IN, STD AREA	10.0	EA	1,068	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	8.0	KT **	543	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	40.0	FT **	6,480	
CONCRETE XING RAMP AND PANEL RESTRAINT,	3.0	ST **	930	
CUSTOM CROSSING PLANK	1.0	LS	6,000	
MATERIAL HANDLING			1,292	
ONLINE TRANSPORTATION			1,928	
USE TAX			2,224	
OFFLINE TRANSPORTATION			264	
TOTAL MATERIAL COST			31,619	31,619

OTHER				

ASPHALT WORK	1.0	LS	20,000	
DISMANTLE SWITCH	1.0	LS	5,000	
EQUIPMENT RENTAL	2.0	DAY	20,000	
ROAD CLOSURES	1.0	LS	25,000	

WALKWAY BALLAST

20.0 CY

300

TOTAL OTHER ITEMS COST

70,300

70,300

PROJECT SUBTOTAL

212,170

CONTINGENCIES

19,031

BILL PREPARATION FEE

2,313

GROSS PROJECT COST

233,514

LESS COST PAID BY BNSF

0

TOTAL BILLABLE COST

233,514

CEPS PLAN ITEM DOCUMENT
(FOR INTERNAL BNSF RAILWAY USE ONLY)

LOCATION : WEST RIVERBANK	LINE SEGMENT : 7200	AFE NUMBER :
PLANITEM NUMBER : 000295796	MILEPOST : 1096.09	RFA NUMBER :
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : CA	CPAR NUMBER :
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : STOCKTON	BUDGET YEAR : 2020
JOINT FACILITY : CITY OF RIVERBANK	ENGR. DIVISION : NOR CALIFORNIA	BUDGET CLASS : 10
% BILLABLE (+/-) : 100.0	TAX STATE : CA, CO: STANISLAUS	REPORTING OFFICE : 404
MATL DATE :	SPONSOR : VP ENGINEERING	PROJECT TYPE : SPP
LOCATION CODE : 481090	DEPT CODE : MOWGH	DOT NUMBER : 028767V
TRACK TYPE : I	DERAILMENT CODE :	STIMULUS FUND TYPE : FHWA
STIMULUS STATUS : BUY AMERICAN		

PURPOSE, JUSTIFICATION AND DESCRIPTION

PATTERSON RD - RIVERBANK, CA; REPLACE CONSTANT WARNING / FLASHERS / GATES; CALIFORNIA DIV; STOCKTON SUBDIV; LS 7200; MP 1096.09; DOT# 028767V; SEQ# 68777.

MONTHLY POWER UTILITY COST CENTER : 61692.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE CITY OF RIVERBANK IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	125,828	125,828
MATERIAL COSTS	0	0	0	0	204,934	204,934
OTHER COSTS	0	0	0	0	109,962	109,962
TOTALS	0	0	0	0	440,724	440,724

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER : 000295796 - 6--2S

COSTING DATE : 01/01/2020

PRINTED ON : 09/25/2019

ESTIMATED BY : WALKER

PRINTED BY : WALKER

ACCT	CST	RSN	PPE	DESCRIPTION	QTY/ST	OT U/M	CASH	NONCASH	OPER	REMOVAL
8		400		SIGNAL SHOP LABOR - CAP	1.00	0.2 MH	41			
* LABOR SUBTOTAL							41	0	0	0
* ADDITIVES							26			
							44			
							9			
							7			
* GANG SUBTOTAL							127	0	0	0
1120	319	400	9911	ELECTRICAL MATERIAL	2.00	EA N	3,000			
* MATERIAL SUBTOTAL							3,000	0	0	0
* ADDITIVES							258			
							37			
* GANG SUBTOTAL							3,295	0	0	0
8		400	1037	SIGNAL FIELD - REPLACE	1300.00	0.0 MH	34,068		6,011	
* LABOR SUBTOTAL							34,068	0	6,011	0
1120	313	400	9911	ADV PREEMPT PACKAGE	1.00	EA N	6,488			
1120	313	400	9911	BELLS	2.00	EA N	406			
1120	313	400	9911	BUNGALOW MATERIAL	1.00	LS N	8,181			
1120	313	400	9911	CABLE, 19C/14	1500.00	FT N	5,685			
1120	313	400	9911	CABLE, 2C/6 TW	1500.00	FT N	1,815			
1120	313	400	9911	CABLE, 3C/2	250.00	FT N	1,445			
1120	313	400	9911	CABLE, 5C/6	500.00	FT N	2,045			
1120	313	400	9911	EVENT RECORDER	1.00	EA N	3,202			
1120	313	400	9911	FIELD MATERIAL	1.00	LS N	9,461			
1120	313	400	9911	FILL DIRT	20.00	CY N	500			
1120	313	400	9911	FLASHER ASSEMBLY, COMPLETE, 2-WAY	2.00	EA N	3,980			
1120	313	400	9911	FOUNDATION, STEEL	2.00	EA N	1,327			
1120	313	400	9911	HAWK 48 DIM	1.00	EA N	1,902			
1120	313	400	9911	HXP MODULE	6.00	EA N	8,370			
1120	313	400	9911	INDUCTOR, DUMMY LOAD	3.00	EA N	2,526			
1120	313	400	9911	LED LIGHT	26.00	EA N	4,677			
1120	313	400	9911	LIGHT OUT DETECTOR	2.00	EA N	1,800			
1120	313	400	9911	PREEMPT JUNCTION BOX	1.00	EA N	287			
1120	313	400	9911	RELAY	20.00	EA N	15,000			
1120	313	400	9911	SHUNT, NBS	9.00	EA N	8,920			
1120	313	400	9911	SURFACE ROCK	10.00	CY N	500			
1120	313	400	9911	X REM HSE - ARRESTOR, MDSA-2 XS	2.00	EA N	1,372			
1120	313	400	9911	X REM HSE - BATTERY, 36 VGL-350	36.00	LS N	10,071			
1120	313	400	9911	X REM HSE - BUNGALOW RXS W/ AC	1.00	LS N	9,994			
1120	313	400	9911	X REM HSE - BUNGALOW MATERIAL	1.00	LS N	4,980			
1120	313	400	9911	X REM HSE - CABLE, 2C/6 TW	750.00	FT N	908			
1120	313	400	9911	X REM HSE - CHARGER, 12/80 (20/40/60)	2.00	EA N	2,043			
1120	313	400	9911	X REM HSE - CONSTANT WARNING, XP4, 1TK	1.00	EA N	16,015			
1120	313	400	9911	X REM HSE - CONSTANT WARNING, XP4, 2TK	1.00	EA N	27,063			
1120	313	400	9911	X REM HSE - CONVERTOR, 10-10	6.00	EA N	1,116			
1120	313	400	9911	X REM HSE - FIELD MATERIAL	1.00	LS N	4,832			
1120	313	400	9911	X REM HSE - FILL DIRT	20.00	CY N	500			
1120	313	400	9911	X REM HSE - GENERATOR, ACG-3	2.00	EA N	627			
1120	313	400	9911	X REM HSE - INDUCTOR, DUMMY LOAD	3.00	EA N	2,526			
1120	313	400	9911	X REM HSE - RELAY	6.00	EA N	4,500			
1120	313	400	9911	X REM HSE - SHUNT, NBS	6.00	EA N	5,947			
1120	313	400	9911	X REM HSE - SURFACE ROCK	10.00	CY N	500			
1120	313	400	9911	Y INTERFACE HSE - CABLE, 2C/6 TW	250.00	FT N	303			
1120	313	400	9911	Y INTERFACE HSE - CONVERTER, 2TC	1.00	EA N	305			
1120	313	400	9911	Y INTERFACE HSE - MISC MATERIAL	1.00	EA N	500			
1120	313	400	9911	Y INTERFACE HSE - REACTOR, TRACK CHOKE	1.00	EA N	194			
1120	313	400	9911	Y INTERFACE HSE - RELAY	1.00	EA N	750			
* MATERIAL SUBTOTAL							183,563	0	0	0
1120	367	400	9911	TRAFFIC ENGINEERING STUDY	1.00	LS N	10,000			
1120	399	400	9911	BUNGALOW, WIRE AND TEST	1.00	LS N	5,643			
1120	367	400	9911	CONTRACT ENGINEERING	1.00	LS N	22,000			
1120	399	400	9911	DIRECTIONAL BORING	200.00	FT N	10,000			
* OTHER SUBTOTAL							47,643	0	0	0
* ADDITIVES							22,270		3,929	
							36,973		6,524	

ACCT	CST	RSN	PPE	DESCRIPTION	QTY/ST	OT U/M	CASH	NONCASH	OPER	REMOVAL
				EQUIPMENT EXPENSES			7,577		1,336	
				INSURANCE EXPENSES			5,962		1,051	
				USE TAX			15,787			
				OFFLINE TRANSPORTATION			2,289			
* GANG SUBTOTAL				SIGFIELD-5M - SIGNAL FIELD LABOR, 5 MAN			356,132	0	18,851	0
1120	410	400	9911	AC POWER SERVICE	2.00	EA N	20,000			
* OTHER SUBTOTAL							20,000	0	0	0
* GANG SUBTOTAL				NONE - NO GANG NEEDED			20,000	0	0	0
PROJECT SUBTOTAL							379,554	0	18,851	0
CONTINGENCIES							37,955	0	0	0
BILL. PREPARATION FEE							4,176	0	188	0
PROJECT GROSS COST							421,685	0	19,039	0
LESS COST PAID BY OTHERS							421,685	0	19,039	0
PROJECT NET COST							0	0	0	0

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF RIVERBANK

LOCATION WEST RIVERBANK DETAILS OF ESTIMATE PLAN ITEM : 000295796 VERSION : 6

PURPOSE, JUSTIFICATION AND DESCRIPTION

PATTERSON RD - RIVERBANK, CA; REPLACE CONSTANT WARNING / FLASHERS / GATES; CALIFORNIA DIV; STOCKTON SUBDIV; LS 7200;
MP 1096.09; DOT# 028767V; SEQ# 68777.

MONTHLY POWER UTILITY COST CENTER : 61692.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE CITY OF RIVERBANK IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

SIGNAL FIELD - REPLACE	1300.0 MH	40,079	
SIGNAL SHOP LABOR - CAP	1.2 MH	41	
PAYROLL ASSOCIATED COSTS		26,225	
DA OVERHEADS		43,541	
EQUIPMENT EXPENSES		8,922	
INSURANCE EXPENSES		7,020	
TOTAL LABOR COST		125,828	125,828

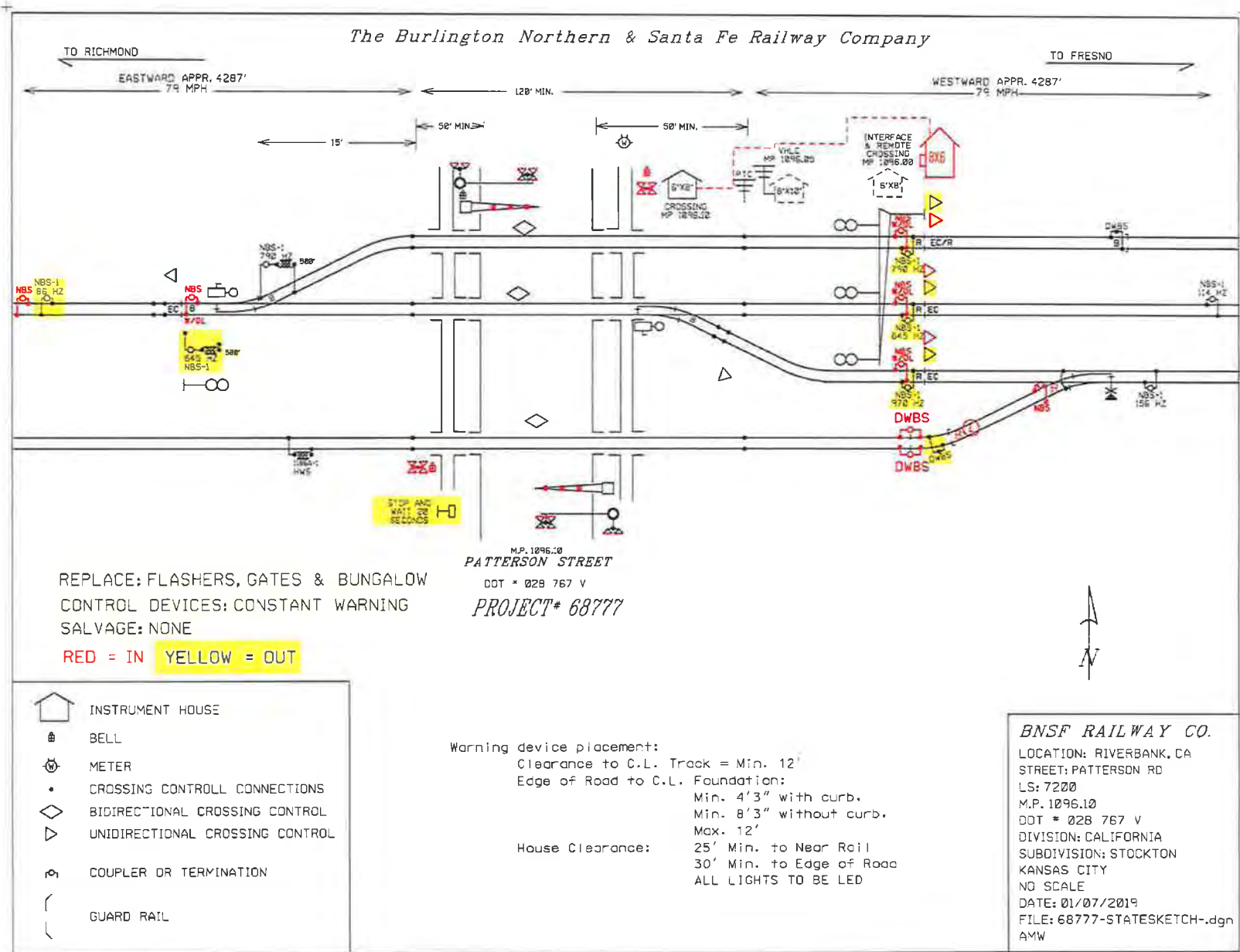
MATERIAL			

ADV PREEMPT PACKAGE	1.0 EA N	6,488	
BELLS	2.0 EA N	406	
BUNGALOW MATERIAL	1.0 LS N	8,181	
CABLE, 19C/14	1500.0 FT N	5,685	
CABLE, 2C/6 TW	1500.0 FT N	1,815	
CABLE, 3C/2	250.0 FT N	1,445	
CABLE, 5C/6	500.0 FT N	2,045	
ELECTRICAL MATERIAL	2.0 EA N	3,000	
EVENT RECORDER	1.0 EA N	3,202	
FIELD MATERIAL	1.0 LS N	9,461	
FILL DIRT	20.0 CY N	500	
FLASHER ASSEMBLY, COMPLETE, 2-WAY	2.0 EA N	3,980	
FOUNDATION, STEEL	2.0 EA N	1,327	
HAWK 48 DIM	1.0 EA N	1,902	
HXP MODULE	6.0 EA N	8,370	
INDUCTOR, DUMMY LOAD	3.0 EA N	2,526	
LED LIGHT	26.0 EA N	4,677	
LIGHT OUT DETECTOR	2.0 EA N	1,800	
PREEMPT JUNCTION BOX	1.0 EA N	287	
RELAY	20.0 EA N	15,000	
SHUNT, NBS	9.0 EA N	8,920	
SURFACE ROCK	10.0 CY N	500	
X REM HSE - ARRESTOR, MDSA-2 XS	2.0 EA N	1,372	
X REM HSE - BATTERY, 36 VGL-350	36.0 LS N	10,071	
X REM HSE - BUNGALOW 8X8 W/ AC	1.0 LS N	9,994	
X REM HSE - BUNGALOW MATERIAL	1.0 LS N	4,980	
X REM HSE - CABLE, 2C/6 TW	750.0 FT N	908	
X REM HSE - CHARGER, 12/80 (20/40/60)	2.0 EA N	2,043	

X REM HSE - CONSTANT WARNING, XP4, 1TK	1.0 EA N	16,015	
X REM HSE - CONSTANT WARNING, XP4, 2TK	1.0 EA N	27,063	
X REM HSE - CONVERTOR, 10-10	6.0 EA N	1,116	
X REM HSE - FIELD MATERIAL	1.0 LS N	4,832	
X REM HSE - FILL DIRT	20.0 CY N	500	
X REM HSE - GENERATOR, ACG-3	2.0 EA N	627	
X REM HSE - INDUCTOR, DUMMY LOAD	3.0 EA N	2,526	
X REM HSE - RELAY	6.0 EA N	4,500	
X REM HSE - SHUNT, NBS	6.0 EA N	5,947	
X REM HSE - SURFACE ROCK	10.0 CY N	500	
Y INTERFACE HSE - CABLE, 2C/6 TW	250.0 FT N	303	
Y INTERFACE HSE - CONVERTER, 2TC	1.0 EA N	305	
Y INTERFACE HSE - MISC MATERIAL	1.0 EA N	500	
Y INTERFACE HSE - REACTOR, TRACK CHOKE	1.0 EA N	194	
Y INTERFACE HSE - RELAY	1.0 EA N	750	
USE TAX		16,045	
OFFLINE TRANSPORTATION		2,326	
TOTAL MATERIAL COST		204,934	204,934

OTHER			

AC POWER SERVICE	2.0 EA N	20,000	
BUNGALOW, WIRE AND TEST	1.0 LS N	5,643	
CONTRACT ENGINEERING	1.0 LS N	22,000	
DIRECTIONAL BORING	200.0 FT N	10,000	
TRAFFIC ENGINEERING STUDY	1.0 LS N	10,000	
TOTAL OTHER ITEMS COST		67,643	67,643
PROJECT SUBTOTAL			398,405
CONTINGENCIES			37,955
BILL PREPARATION FEE			4,364
GROSS PROJECT COST			440,724
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			440,724



Signal at Patterson & Roselle Project

Aerial image of project location



Google Earth

© 2018 Google

COORDINATE SYSTEM: CA_3

EXHIBIT "A"

SCALE: 1 IN = 50 FT

JLL T1 -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = 508660
RW =

This map used by BNSF RAILWAY COMPANY is the advisory course of business, but it is subject to audit and should be used only with the expressed understanding of the BNSF made to representation whatsoever about the quality, accuracy, or content relating to this map.



TO: CITY OF RIVERBANK, CA
AT: RIVERBANK
STANISLAUS COUNTY,
CA

LEGEND:

- PERMANENT EASEMENT
- RIGHT OF WAY LINE
- PARCEL LINES
- TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

CALIFORNIA DIVISION
STOCKTON SUBDIVISION - L.S. 7200-8
VAL. SEC. 48210
AT&SF RY CA-18, MAP 26
SEC. 25, T2S, R9E MDM
DATE: 8/2/2019
MP 1096.09

DRAWN BY: JNC DRAWING NO. 76244

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	January 14, 2020
Subject:	Acceptance of the Claus Road Overlay Project Completed by DDS Company Doing Business As Knife River Construction and Authorization to File a Notice of Completion
From:	Sean Scully, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Claus Road Overlay Project and authorize staff to file a Notice of Completion.

SUMMARY:

DSS Company dba Knife River Construction has completed the construction of the Claus Road Overlay Project. William Kull, City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on October 8, 2019 to DSS Company dba Knife River Construction in the amount of \$255,584.50. Three contract change orders were issued for this project in the amount of \$13,421.66.

It is recommended that the Council accept the Claus Road Overlay Project as complete and authorize the Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with Measure L Funds. The total cost of construction is \$269,006.16.

ATTACHMENTS:

1. Notice of Completion
2. Site Map

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATE

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

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.

2. The full name of the undersigned is City of Riverbank
(Print Full Name)

3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367
(Address, City, State, Zip)

4. The nature of the title of the undersigned is:

☒ Owner in Fee, **or**

☐ Vendee (Buyer) under Contract of Purchase, **or**

☐ Lessee, **or**

☐ Other

If "Other," briefly list or describe appropriate designation or title _____

5. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individual(s) (if no transfer was made, insert the word "none"):

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A

7. A work of improvement on the property described below was completed on January 14, 2020
(Date of Completion)

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

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8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") DSS Company dba Knife River Construction

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

☐ The kind of work done or finished was construct all curb removal, grinding, asphalt concrete paving, striping, geotextile fabric, adjusting structures to grade.
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

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

10. The street address of the said property is Claus Road between Townsend Ave and Claribel Road
in Riverbank, CA 95367
(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 14th day of January, 2020
(Day) (Month) (Year)

(Owner's Signature)

(Owner's Typed or Printed Name)

City of Riverbank
Laura Graybill, Project Coordinator

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California
on this 14th day of January, 2020
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Project Coordinator

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

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

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

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

Claus Road Overlay Project

between Townsend Ave and Claribel Road



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Date:	January 14, 2020
Subject:	First Reading and Introduction of a Proposed Ordinance Amending Title XV: Land Usage, Chapter 153: Zoning of the Riverbank Municipal Code by Repealing Section 153.280: Intent and Purpose Through Section 153.285: Specific Requirements for Certain Zones in Their Entirety and Substituting Them with New Sections 153.280 Through 153.285
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council conduct the public hearing for the first reading and introduction of the proposed ordinance and consider its approval, which will initiate the second reading by title only at the January 28, 2020, regular City Council meeting to consider its adoption.

SUMMARY

The City is interested in using electronic signs to provide the community with event information, advertise local businesses, and to provide information such as street closures and evacuation routes during an emergency. The project consists of proposed amendments to Title XV: Land Usage, Signs, Section 153.280 through Section 153.285, concerning city electronic signs. Amendments include setbacks and height restrictions as well as size, lighting, and design standards for city electronic signs (Attachment 2). Staff has added definitions for Electronic Signs as well as Monument Signs, has removed now defunct R-4 zone sign standards, and has added the CX-1 zone to the sign ordinance.

BACKGROUND AND ANALYSIS

The Riverbank Municipal Code ("RMC") provides regulations for residential, commercial, and industrial signage separate from the Downtown Specific Plan ("DTSP") which regulates the downtown area of the City. The City can regulate the number, type, and location of signs a business can have but it cannot regulate a sign's content. The sections proposed to be amended at this time for electronic signs include:

- In Section §153.281, a definition has been added to define "Electronic Signage."

- A definition has been added to Section 153.281 to define “Monument Signs.” City Code permits monument signs but there is currently no definition for them. Included in the definition are required setbacks and an electronic reader board component for churches, schools, banks, municipal buildings, and similar uses. Section 153.285 (B)(1)(c) offers the same information under the commercial and industrial zoning districts.
- In Section 153.284 (A) Height Limitation, is an exception for City Electronic Signs which are located in commercial or industrial zones. The exception allows the City’s sign to be constructed to fifty (50) feet and therefore not be visually blocked by private signage or trees, if necessary. Section 153.284 (B)(1)(B)(3) offers similar height information for City electronic signs.
- Also in Section 153.284 under (C)(6) Projections, is an exemption allowing City electronic signs to project over City rights-of-way.
- In Section 153.285 (A)(1)(k) is an exemption to allow city electronic signs offsite advertising. This section also regulates the locations permitted to have City electronic signs, the number of sign faces, the size of sign faces, the length of messages, the brightness of the signs, and a requirement for a plug to use with emergency generators. Section 153.285 (B)(1)(i) contains similar information.
- Also in Section 153.285 at (B)(1)(a)(1) is new information concerning electronic signs and shopping centers. It sets a maximum size of 100 sf per sign and allows the shopping center to advertise its name and special events on site. No off site advertising would be permitted.

In addition to amending the Sign Ordinance for City electronic signs, staff took the opportunity to make other minor changes for clean-up and clarification purposes. For example:

- The definition for Temporary Sign has been modified in Section 153.281 to include newer forms of temporary signs, such as “human sign spinner” and “freestanding flags”.
- In Section 153.285, staff removed all language pertaining to the R-4 Zoning District sign standards. The City does not currently have an R-4 zoning district.
- Staff added in the “CX-1 zone” to the list of commercial and industrial zones in Section 153.285 (B). There are currently no sign regulations for the CX-1 zoning district.

Please note that the Code Sections provided for review have had the sign drawings reduced in size for brevity in this report.

GENERAL PLAN

The proposed Zoning Code amendments comply with General Plan Measure SAFE-4 in that “the City will work with emergency responders serving the City to support the purchase and maintenance of proper emergency communication systems and equipment, and other necessary tools dealing with emergencies.” City electronic signs will have the ability to plug into a mobile emergency generator to keep our population

and drivers passing through the City informed of emergency events and evacuation information.

ENVIRONMENTAL DETERMINATION

The amendment to the City of Riverbank Municipal Code is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines.

FISCAL IMPACT

Unknown.

STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next three (3) years. The approval of an amendment to establish city electronic sign standards is not a stated strategic goal but is consistent with the General Plan goal to “To be recognized as a premier community where individuals, families and businesses thrive in a safe and beautiful environment.”

PUBLIC NOTICE

The City Council hearing notice was published in the Riverbank News and posted at City Hall North, South, Post Office, Community Center, and website on January 2, 2020.

ATTACHMENTS

1. Proposed Ordinance 2020-XXX
2. Draft Ordinance 2020-XXX redlined

CITY OF RIVERBANK

ORDINANCE NO. 2020-XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA,
AMENDING TITLE XV: LAND USAGE, CHAPTER 153 ZONING OF THE RIVERBANK
MUNICIPAL CODE BY REPEALING SECTIONS 153.280: INTENT AND PURPOSE
THROUGH SECTION 153.285: SPECIFIC REQUIREMENTS FOR CERTAIN ZONES IN
THEIR ENTIRETY AND SUBSTITUTING THEM WITH NEW SECTIONS 153.280
THROUGH 153.285**

WHEREAS, the Planning Commission held a public hearing on December 17, 2019, to consider an amendment to the City of Riverbank Municipal Sign Code; and

WHEREAS, on December 4, 2019, notice of the Planning Commission public hearing was published in the Riverbank News in compliance with California Government Code Section 65090, and posted in public places throughout the City; and

WHEREAS, on December 17, 2019 the Planning Commission with a vote of 5-0 recommended that the City Council the proposed amendment; and

WHEREAS, the proposed amendment complies with the General Plan in that the "City will work with emergency responders serving the City to support the purchase and maintenance of proper emergency communication systems and equipment, and other necessary tools dealing with emergencies (Measure SAFE-4)"; and

WHEREAS, the amendment to the City of Riverbank Municipal Code is exempt from environmental review because it is not a project within the meaning of Section 15378 of the State CEQA Guidelines; and

WHEREAS, The Riverbank Planning Commission made the following finding:

1. Approving permitted locations and design standards for City electronic signs is consistent with the goals, policies, programs, and uses of the General Plan.

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

SECTION 1: Amend Title XV: Land Usage, Chapter 153: Zoning of the Riverbank Municipal Code by repealing Sections 153.280 through 153.285 in their entirety and replacing them with new sections, which shall read as follows:

CHAPTER 153: ZONING

SIGNS

§ 153.280 INTENT AND PURPOSE.

It is the intent of this sign ordinance regulation to preserve and enhance the aesthetic, traffic safety and environmental values of our communities and growing business/industrial districts, while at the same time providing for channels of communication to the public. It also is the city's intent to regulate on the basis of characteristic and proportion of signage. The city finds as to commercial signage that it is in the interest of both aesthetics and traffic safety that sign information be kept to a minimum. The use of subordinate information in commercial signage which presents as a traffic hazard will not be allowed. Non-commercial signage, which rights are constitutionally broader, is permitted unless expressly prohibited within this chapter. (67 Code, § 10-19-1) (Ord. 2000-03, passed 4-24-00)

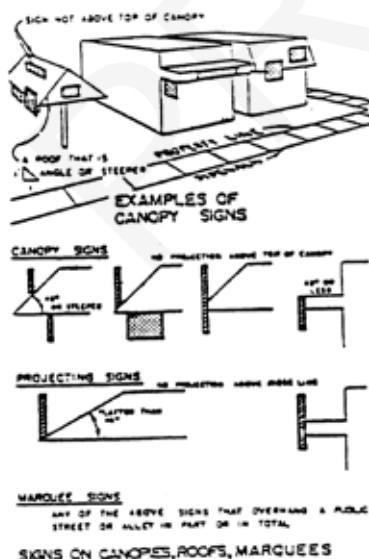
§ 153.281 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BENCH SIGN. A bus bench located outdoors with advertising matter thereon.

BULLETIN BOARD. A sign used to announce a coming event or attraction or used to convey a specific message related to the building or use of the property on which the bulletin board is located. In all zones, bulletin boards which are displayed so as to be viewed from a public street, parking lot, walkway or mall shall be subject to the sign regulation of the zone in which the building or property is located.

CANOPY. A roof of a building or a fixed overhead shelter used as a roof, which may or may not be attached to a building and which does not encroach into nor overhang a public street or alley right-of-way.



CANOPY SIGN. A sign attached to or hung from a canopy but not projecting from the face of the canopy.

CONSTRUCTION SIGN. A sign with the names of architects, engineers, contractors, subcontractors and financing agencies of buildings and structures being constructed upon the premises on which the sign is located.

CORPORATE FLAG. A flag identifying a business or firm.

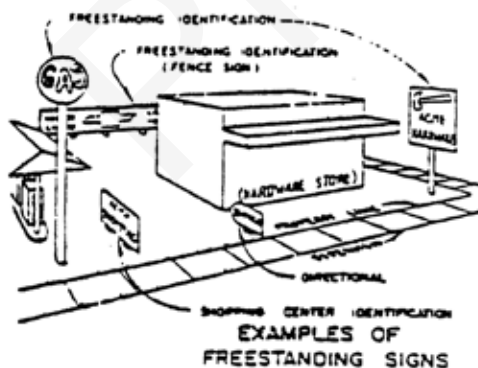
DIRECTIONAL SIGN. One of two types of signs. An exterior directional sign shall mean a sign oriented to a street and used to direct and control pedestrian or vehicular traffic and located on the same lot or premises as the use which it is intended to serve. An interior directional sign shall mean a directional, warning or information sign not bearing any advertising message readable from any street right-of-way. It shall be located on the same lot or premises as the use which it is intended to serve.

ELECTRONIC SIGNAGE. Also known as electronic signs, displays, message signs, and reader boards, may use technologies such as LCD, LED, projection, e-paper or similar to display digital images or text. May be located on private or public property as a monument sign for churches, schools, and banks or as a monument or wall sign for limited commercial and industrial locations. City electronic signs may include decorative pole (freestanding) signs which will be reviewed by the City Council on a case by case basis.

Future Technologies. There may be alternate, preferred, or superior technology available in the future to illuminate electronic signs. These alternate technologies may be incorporated into existing legally permitted electronic signs in the future without additional permission from the City so long as no exterior change to the digital display area will occur and an electrical permit is obtained if necessary.

ERECT. To build, construct, attach, hang, place, suspend, paint or affix.

FREESTANDING SIGN. A sign detached from any building or structure, and the supports of which are permanently affixed on the ground.

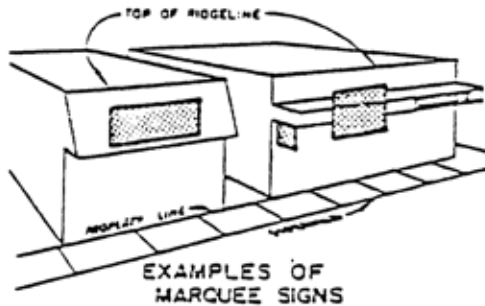


HEIGHT. The vertical distance from the highest point used in measuring the area of a sign to the top of the curb of the street at a point which is closest to the highest point of the sign.

IDENTIFICATION SIGN. Any sign which is used to identify or advertise the occupancy of a building, lot or premises or the merchandise or activity available at the building, lot or premises where the sign is located.

LIGHTED SIGN. Any sign which is illuminated either directly or indirectly by artificial light.

MARQUEE. A fixed overhead shelter used as a roof, which may or may not be attached to a building, and which projects into or overhangs a public street or alley right-of-way.

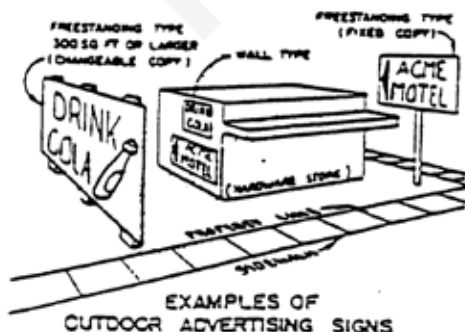


MONUMENT SIGN. A low profile freestanding sign, with its base resting on the ground and incorporating the design and building materials complementary to the architectural theme of the building(s) on the same property. Monument signs are required to have a minimum twelve (12) foot setback from all property lines and may not exceed eight (8) feet in height (including base) and fifty (50) square feet in total area per side. It may have an electronic reader board component if the monument is for a church, school, or bank or it is located in a commercial or industrial zone and there are no other electronic monument signs within one thousand (1,000) feet of the parcel.

NON-COMMERCIAL. In each instance and under the same conditions to which this chapter permits any sign, a sign containing an ideological, political or other non-commercial message shall be permitted.

OPEN HOUSE DIRECTIONAL SIGN. An arrow or other directional symbol and real estate office name.

OUTDOOR ADVERTISING SIGN (BILLBOARDS). A sign of the outdoor advertising business, which advertises products, accommodations, services or activities not provided on the premises on which it is located. Also known as a **BILLBOARD**. These signs are prohibited under this chapter. This definition does not pertain to non-commercial messages.



PERMANENT SIGN. Every sign except **TEMPORARY SIGNS** as defined herein.

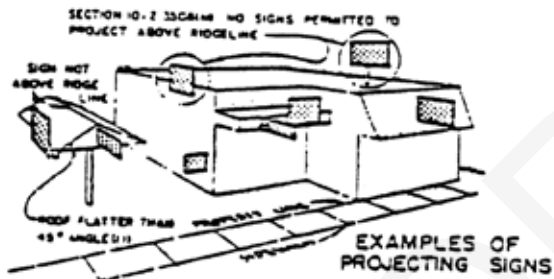
POLE SIGN. A sign which is not attached to a building but which has its own separate support system and shall include a freestanding sign.

POLITICAL SIGN. Any impermanent sign or advertising device or display, with or without letters, words, numbers or figures thereon, which is designed to advertise a candidate for political office, a political party or a measure scheduled for an election.

PRINCIPAL FRONTAGE. That wall of a building or structure which has frontage on a public street, highway, parking lot, walkway or mall and which is designed as the principal frontage of the building or structure.

PROJECTING SIGN. Any of the following:

- (1) Any sign attached to and projecting from the face of a wall, canopy or marquee.
- (2) Any sign mounted on a canopy roof or building roof that has a slope flatter than a 45 degree angle.



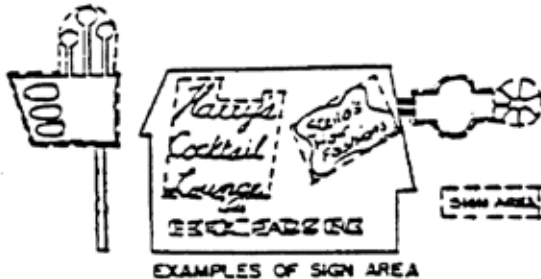
RIDGELINE. The peak of the roof, the top of a parapet, or the top of the wall of a building.

SIGN. Any structure, device, letter, figure, character, poster, picture, trademark or reading matter which is used or designed to announce, declare, demonstrate, display or otherwise identify or advertise, or attract the attention of the public. However, a sign shall not include the following:

- (1) Official notices authorized by a court, public body or public officer.
- (2) Directional, warning or informational signs authorized by federal, state or municipal authority or public utility.
- (3) A properly displayed official flag of a government, school, religious group, or nonprofit organization.
- (4) A memorial plaque, tablet or cornerstone indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure, not to exceed four square feet in area.

- (5) Signs within a building which cannot be seen from outside the building.

SIGN AREA. The area of the sign surface computed by calculating the area of the circle, square, triangle, rectangle or combination of such geometric designs necessary to enclose such sign surface. Where a sign has two or more faces (sign surfaces), the area of all faces shall be included in determining the sign area, except where two such faces are placed back to back and are at no point more than one foot from one another, the sign area shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area. Necessary supports or uprights on which a sign is placed shall not be included in the sign area, provided that they are not used to attract attention to the subject matter included in the sign area.



SIGN SURFACE. The surface of the sign upon, against or through which the message is displayed or illustrated.

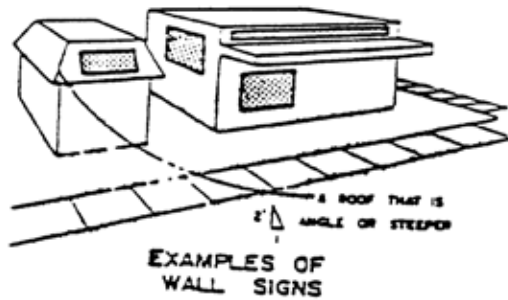
SUBDIVISION SIGN. A sign indicating the name of a recorded subdivision, the name of the contractor or subdivider, the name of the owner or agent, and/or giving information regarding directions, price and/or terms.

SUBDIVISION DIRECTIONAL SIGN. A sign indicating the name of a recorded subdivision and information regarding location. The name of the contractor or subdivider, the name of the owner or agent and/or information regarding price and/or terms may also be noted.

TEMPORARY SIGN. Any sign, banner, pennant, freestanding flag, valance, balloon, streamer, placard, "A"-frame, sandwich board, human sign spinner, inflatable air dancers, or similar impermanent sign or advertising device or display, with or without letters, words, numbers, or figures thereon, with or without frames, which directs, promotes service or price, or which is otherwise designed to attract attention for a short period of time only unless otherwise specifically mentioned in this chapter.

WALL. Any wall or element of a wall or any number or group of members which defines the exterior boundaries or courts of a building or structure and which has a slope steeper than one horizontal to two vertical, with the horizontal plane.

WALL SIGN. Any sign painted on, attached to or erected against the wall of a building or structure with the exposed face of the sign in a place approximately parallel to the place of the wall and which does not project beyond the top or ends of the wall. **WALL SIGN** shall also mean any sign permanently displayed on the inside or outside of a window.



WINDOW SIGN. Any sign temporarily displayed on the inside of a window or temporarily painted on a window and facing a street, highway, parking lot, walkway or mall.

ZONE. One of the various classes of area into which the city has been divided by this chapter.

(`67 Code, § 10-19-2) (Am. Ord. 2000-03, passed 4-24-00)

§ 153.282 ADMINISTRATION.

(A) *Permit required.* It shall be unlawful for any person to erect, alter, change, copy or relocate within the city any sign as defined herein without first obtaining a permit from the City Manager (or his designated representative) and making payment of the required fee therefor, except that the following listed signs are not required to have permits or pay permit fees, but shall meet all other requirements of this chapter:

- (1) Construction sign.
- (2) For sale or rent sign not exceeding eight square feet in area.
- (3) Garage sale sign.
- (4) Unlighted interior directional, warning or information system when less than 12 square feet in area.
- (5) Nameplate, two square feet maximum size.
- (6) Open house directional sign.
- (7) Political signs permitted by § 153.285.
- (8) Signs for fireworks stands, pumpkin sales, Christmas tree sale lots.
- (9) Subdivision directional signs.
- (10) Corporate flag when its height does not exceed the roof line.
- (11) Bench sign.

(12) Signs which identify the architects, engineers, contractors, or builders associated with construction work on the premises during the time period such work is being conducted.

(13) Advertising signs on the perimeter fencing of athletic fields. Such signs shall be on the interior of the fence only, shall have the advertising facing the interior of the field, shall not exceed the height of the fence and shall not be subject to any other restrictions of this chapter.

(B) *Application for permit.* Application for the sign permits shall be made upon forms provided by the City Manager (or his designated representative) and shall contain or have attached thereto such information as may be required by the City Manager (or his designated representative) to ensure compliance with the provisions of this code. The application shall be accompanied by a fee in an amount set from time to time by resolution of the City Council.

(C) *Permit issued if application is in order.* It shall be the duty of the City Manager (or his designated representative) to issue the sign permits if the application is complete, the sign complies with the provisions of this code and the fee has been paid.

(D) *Signs falling within definition of one or more type signs.* Whenever any sign, as defined in this chapter, falls entirely within the definitions of one or more type signs, it shall be subject to the provisions of the most restrictive category.

(E) *Permit issued in error.* If a sign permit is issued in error by the City Manager (or his designated representative) and the sign does not comply with all of the requirements of this chapter and all other laws and ordinances of the city, the sign permit shall be null and void, and no rights or privileges shall be conferred upon the permittee by the permit.

(F) *Compliance with chapter, nuisance, abatement.* The City Council hereby determines that the public peace, safety, morals, health and welfare require that all signs which shall hereafter be constructed, erected or painted in violation of the provisions of this chapter shall be and they are hereby declared public nuisances to be removed and abated in the manner provided herein.

(G) *Identification.* Every sign hereafter erected, altered or relocated shall have recorded thereon in a conspicuous place in order to be readily visible, the date of erection, alteration or relocation, the permit number, voltage of any electrical apparatus used in connection therewith and the name of the person, firm or company doing the work. The information shall not exceed 16 square inches in area.

(H) *Maintenance of signs.* The owner of any sign as defined and regulated by this chapter, including supporting structures, shall keep the same in a presentable condition at all times. All painted signs and all supporting structures of any sign shall be repainted to keep them in good condition whenever such action is requested in writing by the City Manager (or his designated representative).

(I) *Unlawful signs.* If the City Manager (or his designated representative) shall find that any sign which has been constructed or erected or is being maintained in violation of the provisions hereof, written notice shall be given of such conditions to the permittee or in the event no valid permit exists, to the owner thereof. If the permittee or the owner thereof, as the

case may be, fails to remove or alter the sign so as to comply with the standards herein set forth, within 30 days after such notice, such signs may be removed or altered to comply when so directed by the City Manager and such cost shall be at the expense of the permittee or the owner of the property upon which the sign is located.

(1) Any sign found to be unsafe and an immediate peril to persons or property may be removed summarily and without notice when so directed by the City Manager. The cost of such removal shall be assessed against the owner of the sign removed.

(2) Any sign erected upon public property in violation of the provisions hereof may be removed or destroyed when so directed by the City Manager.

(3) The cost of removal or alteration of any sign and any expense incident thereto which by the terms of this section shall be paid by a permittee, sign owner, property owner or any other person shall become a debt owing the city. The city may initiate civil action in its own name for collection of the debt.

(`67 Code, § 10-19-3)

§ 153.283 NONCONFORMING SIGNS.

(A) For the purpose of this section a **NONCONFORMING SIGN** is any sign which does not conform with the provisions of this chapter but was lawfully erected and which was lawfully in existence and in use on May 1, 1986.

(B) A nonconforming sign shall not be replaced, altered, reconstructed, relocated or expanded in any manner unless it is made to conform with all the provisions of this chapter, except as follows:

(1) Other nonconforming signs on the same property need not be made to conform as a result.

(2) Change in copy shall be permitted if no structural changes in the sign are necessary except that no change in copy shall be permitted for nonconforming painted wall signs.

(3) Ordinary maintenance and minor repairs which will not increase the normal life of the sign and which are required for safety purposes shall be permitted. Structural alterations to a nonconforming sign are prohibited unless they are made to conform to all requirements of the city code.

(C) If the use identified by a nonconforming sign is abandoned for a period of 90 days, the sign shall be removed unless it is made to conform to the provisions of this chapter. If such sign is not made to conform or if it is not removed within 120 days from the time the use is abandoned, it shall thereafter be unlawful. **ABANDONED**, as used in this division, shall mean cessation of operation or change of use. **ABANDONED** shall not mean an ownership change or a name change as long as there is not cessation of the operation for longer than 90 days and the use is not changed.

(`67 Code, § 10-19-4)

§ 153.284 GENERAL REQUIREMENTS.

(A) *Height limitation.* The maximum height of any sign shall be as stated herein, but in no case shall a sign exceed 40 feet in height. An exception is City electronic signs which may be up to 50 feet in height in commercial and industrial zoning districts.

(B) *Rotating, moving, flashing, changing or blinking signs.* No sign shall have or consist of any moving, rotating or otherwise animated part or any flashing, blinking, fluctuating or otherwise animated light. The provisions of this division shall not be applied so as to prohibit the following types of signs:

(1) A sign showing time separately and which changes no more often than once every ten seconds or a conventional clock face.

(2) A sign showing temperature separately and which changes only when the temperature rises or falls one degree or more.

(3) A sign showing time and temperature alternately and which changes no more often than once every ten seconds.

(4) An on-premises barber pole of a length not to exceed 30 inches of traditional design which shall be permitted to revolve during the time that a barber shop is open for business. The sign shall not exceed ten feet in height.

(C) *Projections.* All signs, if otherwise authorized, are permitted to project into required front, side and rear yard. The permitted projecting of an authorized sign into any street or alley right-of-way is as follows:

(1) Freestanding sign: No projection.

(2) Wall sign: Up to 14 inches in thickness.

(3) Marquee sign: No closer than two feet from the face of the curb.

(4) Projecting sign: Up to six feet into any street right-of-way and up to four feet into any alley right-of-way, but not closer than two feet from the face of the curb.

(5) Bus bench sign: Entirely within street right-of-way.

(6) City Electronic Sign: No restrictions.

(D) *Vertical and horizontal clearance.* No sign shall be less than eight feet above a public or private sidewalk or 16 feet above ground level in areas open to vehicular traffic except wall signs not exceeding three inches in thickness.

(1) Signs shall not be erected within the triangle created by the lines connecting:

(a) The point of intersection of front and side property lines extended into the intersection of two streets or other public right of way abutting the property lines; and

(b) The points on such front and side property lines 40 feet distant from the point of intersection, when the erection of other privately owned buildings and structures is prohibited therein.

(2) No permit for any sign shall be issued and no sign shall be constructed or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the state or rules and regulations duly promulgated by agencies thereof.

(E) *Obstructions to doors, windows or fire escapes.* No sign shall be erected, relocated or maintained so as to prevent free ingress to or egress from any door, window, fire escape or exit way.

(F) *Construction standards.* All signs, including all parts, portions, units, and material comprising the same together with the frames, backgrounds, supports and anchorage therefor shall be manufactured, fabricated, assembled, constructed and erected in accordance with applicable Building, Electrical and Fire Prevention and Sign Codes of the city.

(G) *Illuminated signs.* Any illuminated sign or lighting device shall employ only lights emitting a light of constant intensity, and no sign shall be illuminated by or contain flashing, intermittent, rotating or moving light or lights. In no event shall an illuminated sign or lighting device be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.

(H) *Signs not to constitute vehicular traffic hazard.* No sign as regulated in this chapter shall be erected at the intersection of any street, or at any railroad grade crossing, or at any driveway in such a manner as to obstruct free and clear vision of operations of motor vehicles or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device; or which makes use of the words "STOP," "DANGER," or any other word, phrase, symbol, or character in such manner as to interfere with, mislead or confuse traffic.

(I) *Temporary signs for special events.* Temporary signs, in excess of the maximum permissible sign area, may be erected as participation in a public parade, public event or public celebration for a period not to exceed 30 days, provided, however, that the erection of such signs shall be approved by the City Manager as to location, safety and period of display. Temporary cloth signs and rigid signs shall be allowed as regulated in this division and as described in chapter 14 of the Uniform Sign Code except that rigid signs shall be limited to a sign area of 32 square feet and may be displayed for no longer than 30 days.

(J) *Bench signs.* It shall be unlawful for any person to erect, install or maintain any bench sign, except on public property in a location approved by the City Manager. Such benches shall only be placed as necessary to serve existing public transit needs and shall require an encroachment permit.

(K) *Wall signs, additional standards.* No wall sign shall exceed 14 inches in thickness; no display or messages shall be permitted on the edges of wall signs except the sign company's identification as required by § 153.282(G) of this code.

(Ord. 86-06, passed 4-14-86)

(L) *Ridgeline limitation.* A wall, canopy, marquee, or projecting sign shall not project above the ridge line of the building on which the sign is mounted.

(Ord. 90-01, passed 1-22-90)

(M) *Building outlining.* Outlining of a building or its roof by means of permanent lighting by exposed neon tubing, exposing incandescent lighting or other artificial lighting, or an equivalent effect, is prohibited. Outlining means delineation, with a row or band of lights of the edges of a roof or wall surface. This provision does not prohibit floodlighting or generally illuminating buildings and their roofs for temporary Christmas displays.

(N) *No signs on street trees, utility poles or structures in street right-of-way.* No signs shall be attached to any street tree, or any poles such as utility poles, street signals, street lights, street name signs or traffic warning signs, or on any bus shelter.

(^67 Code, § 10-19-5)

§ 153.285 SPECIFIC REQUIREMENTS FOR CERTAIN ZONES.

(A) *Specific requirements of type, area and height of signs in the R-1, R-2, and R-3 zones.* It shall be unlawful for any person to erect, construct or maintain on any lot or parcel any sign of a type having an area and/or height in violation of the following specific requirements:

(1) In the R-1 and R-2 zones, the following on-site signs are permitted except as otherwise stated:

(a) One unlighted for sale or rent sign per street frontage, not exceeding eight square feet in area and six feet in height.

(b) Three unlighted open house directional signs, each not exceeding three square feet in area and three feet in height, which shall be permitted during daylight hours only, for each house or group of houses offered for sale by the same realtor at the same general location, provided that they do not bear any advertising message other than the real estate office name, and that such signs are located wholly on private property with permission of the property owner on whose property they are located.

(c) One wall-mounted name plate not exceeding two square feet in area.

(d) For nonresidential uses permitted by conditional use permit, additional signing as follows:

1. One bulletin board or identification sign not exceeding 25 square feet in area and six feet in height.

2. Canopy and wall identification signs limited to one-half square foot in combined sign area for each lineal foot of any wall and not exceeding 40 feet in height. Canopy and wall identification signs may have external illumination only; no internal illumination shall be permitted.

(e) For mobile home parks permitted by conditional use permit, there may be in addition one identification sign limited to 12 square feet in area and not exceeding six feet in height located at the main entrance to the park.

(f) One construction sign not exceeding 20 square feet in area and six feet in height, provided that such sign shall be removed not later than 30 days after construction is completed.

(g) One on-site subdivision sign not exceeding 100 square feet in area and ten feet in height for each recorded subdivision, provided that such sign shall be removed not later than two years from the recording date of the subdivision, except as follows:

1. Where building permits have been taken out for more than one-half but less than 75% of the lots in such subdivision at the end of the two-year period, such sign may remain for an additional one year period or until building permits have been issued on all lots, whichever occurs first.

2. Where building permits have been taken out for one-half or less of the lots in such subdivision at the end of the two-year period, such sign may remain for an additional two-year period or until building permits have been issued on all the lots, whichever occurs first.

(h) Unlighted subdivision directional signs not exceeding 16 square feet in area and six feet in height for each recorded subdivision as follows:

1. When the boundaries of any recorded subdivision or any part thereof abut an arterial, as identified in the general plan, one subdivision directional sign shall be permitted, which sign may be located on any vacant lot or parcel which is owned by the subdivision owner.

2. When the boundaries of any recorded subdivision, or any part thereof, do not abut an arterial as identified in the general plan, two subdivision directional signs shall be permitted, which signs may be located as follows:

- a. One such sign may be located on property not owned by the subdivision owner with the permission of the property owner on whose property it is to be located.

- b. One or both signs may be located only on property owned by the subdivision owner.

3. Such signs shall be removed not later than two years from the recording date of the subdivision, except as follows:

- a. Where building permits have been taken out for more than one-half but less than 75% of the lots in such subdivision at the end of the two-year period, such signs may remain for an additional one year period or until building permits have been issued on all of the lots, whichever occurs first.

- b. Where building permits have been taken out for one-half or less of the lots in

such subdivision at the end of the two-year period, such signs may remain for an additional two-year period or until building permits have been issued on all of the lots, whichever occurs first.

(i) Political signs, which may be erected, maintained and displayed as follows:

1. Political signs placed in a residential zone district with a dwelling shall not exceed eight square feet, not to exceed in any dimension four feet, and such improved lot with a dwelling shall not be limited to the number of political signs but shall be limited as to the total cumulative area not to exceed 32 square feet.

2. Any one political sign shall not exceed 32 square feet on vacant residential parcels. There shall be no restrictions as to the number of political signs posted on vacant residential property.

3. Political signs shall be removed within 15 days after the date of the election.

4. Under no circumstance shall political signs interfere with driver expectations for sight distances on any particular street as determined by the Community Development Director.

(j) Window signs are not permitted unless they meet all other requirements listed in this section, including the limitation on sign area.

(k) Except for City electronic signs, outdoor advertising signs are not permitted. City electronic signs are permitted on public or private property, owned or leased, with a 100 foot minimum setback from residential uses. In residential zones, they may consist of, at most, two digital display areas with an interior angle of 90 degrees or less. The maximum height of a city electronic sign shall be 40 feet, the maximum area of each digital display area is 10 feet by 20 feet, and the signs shall display static messages only. Each message on the screen must be displayed for a minimum of 8 seconds. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day. The ability to power the sign by mobile generator during power outages is required for public safety purposes.

(l) Two unlighted garage sale signs not exceeding three square feet each in area may be displayed as follows:

1. The signs may be displayed only during such times as the garage sale being advertised is actually being held or conducted.

2. The signs may only be erected and displayed on private property with the consent of the owner thereof. They may not be erected or displayed on street trees, utility poles or elsewhere in public rights-of-way.

(m) Interior directional, warning and information signs not exceeding six square feet in area and six feet in height.

(n) For sale or rent signs between eight and 32 square feet in area subject to securing

a use permit. Approval of the permit shall be based on the relationship between the size of the sign and the size of the property.

(2) In the R-3 zone, the following on-site signs are permitted:

(a) Any signs permitted in the R-1 and R-2 zones, including City electronic signs.

(b) One multiple-family housing project sign per street frontage, each sign not exceeding 12 square feet in area and six feet in height.

(B) *Specific requirements for type, area and height of signs in the C-1, C-2, C-M, CX-1, M-1, M-2, and PD zones.* It shall be unlawful for any person to erect, construct or maintain on any lot or parcel any sign of a type having an area and/or height in violation of the following specific requirements:

(1) In the C-1 zone, C-2 zone, C-M zone, and CX-1 zone the following on-site signs are permitted, except as otherwise stated:

(a) Subject to approval of the City Manager (or his designated representative), a shopping center, as herein defined, shall be entitled to erect one freestanding shopping center identification sign, hereinafter referred to as a shopping center identification sign for each street upon which the shopping center fronts, subject to the following provisions:

1. Each shopping center sign shall not exceed 100 square feet in area. One electronic shopping center identification sign may be approved for each street upon which the shopping center fronts if the sign is included as part of the 100 square foot total sign area allowance. Said sign may only advertise the shopping center name and its tenant names and/or special events. Advertising specific products or off site business locations is prohibited.

2. The identification on each shopping center sign shall be limited to the shopping center name with a listing of uses or businesses within the center optional. The lettering for the listing of such uses shall be of a size not greater than one-half the size of the lettering of the shopping center name on such sign.

3. After erection of a shopping center sign or signs authorized herein, at a shopping center, no additional freestanding or projection identification sign shall be erected at such shopping center for any use or occupancy therein.

4. In granting an application for a shopping center sign, the City Manager (or his designated representative) shall determine whether the applicant is within such shopping center, after consideration of the following, factors:

a. A shopping center is usually comprised of a cluster of retail uses at one location held out to the public as a distinct shopping area and having at least one retail use with a minimum area for that use of 20,000 square feet, and having a minimum of five other retail uses on the same or adjacent sites.

b. A shopping center is not normally traversed by any public street.

c. The existence of any common advertising program for such center, or any uses or occupancies conducted therein, and the number of uses or occupancies conducted therein which participate in such program.

(b) Canopy, marquee and wall identification signs, provided:

1. The signs shall be limited to the portion of a building wherein the use or occupancy is conducted.

2. The maximum total area for all the signs shall be limited as follows:

a. For the principal frontage of the building as designated by the applicant:

Maximum Total Area for All Canopy	
Building Frontage	Marquee/Wall Identification Signs
First 50 feet	4 square feet per lineal foot of building frontage; plus
Next 50 feet	2 square feet per lineal foot of building frontage; plus
Over 100 feet	1 square feet per lineal foot of building frontage

b. For each other frontage of the building:

Maximum Total Area for All Canopy	
Building Frontage	Marquee/Wall Identification Signs
First 50 feet	4 square feet per lineal foot of building frontage; plus
Next 50 feet	2 square feet per lineal foot of building frontage; plus
Over 100 feet	0.5 square feet per lineal foot of building frontage

3. The signs shall not exceed 40 feet in height nor project above a ridgeline more than ten feet. City electronic signs may not exceed 50 feet in height in commercial zones.

4. That signs hung from a canopy shall not be less than eight feet above a private sidewalk or 16 feet above ground level in areas open to vehicular traffic.

5. That marquee signs shall be parallel with the building upon which they are mounted and parallel with the public street or alley into which they project or overhang. (Ord. 86-06, passed 4-14-86)

(c) For any freestanding use or occupancy, one monument-type freestanding identification sign not to exceed eight feet in height, including any base, nor more than 100 square feet in area, may be approved subject to securing the approval of the City Manager (or his designated representative). The monument sign may include an electronic reader board component if the monument is for a church, school, or bank or it is located in a commercial or industrial zone and there are no other electronic reader boards within one thousand (1,000) feet of the parcel. The approval will be dependent upon the following two findings being shown:

1. That the use or occupancy is a freestanding use. For the purpose of this section, a freestanding use is defined as a use or occupancy that does not attract customers by its proximity to another business or businesses and is not part of a shopping center or any group of businesses that jointly attract customers through their proximity to each other or through common advertising.

2. The total sign area of the freestanding sign as well as all canopy, marquee and wall signs shall not exceed the sign area allowed in division (B)(1)(b) above.
(Ord. 90-01, passed 1-22-90)

(d) Directional signs located wholly on private property on the premises to which they pertain as follows:

1. One exterior directional sign per use per street frontage of the site not exceeding six square feet in area and three feet in height, and provided business identification shall not exceed one-half of the area on a given face sign.

2. Any number of interior direction signs, each not exceeding six square feet in area and six feet in height.

3. Two maximum interior directional signs for a drive-in restaurant or other eating place with drive-through facilities, each sign not to exceed 30 square feet in area and eight feet in height.

(e) One for sale or rent sign, not exceeding 64 square feet in area and ten feet in height.

(f) One construction sign, not exceeding 64 square feet in area and ten feet in height, provided such sign is removed not later than 30 days after construction is completed.

(g) One marquee sign, not exceeding six square feet in area on any one side or 12 square feet maximum total area. The sign may be hung from a marquee, providing such sign shall not be less than eight feet above a public sidewalk.

(h) Any one political sign shall not exceed 32 square feet and there shall be no restrictions that limit the number of political signs on improved or unimproved commercial or industrial parcels. Political signs shall be removed within 15 days after the date of the election.

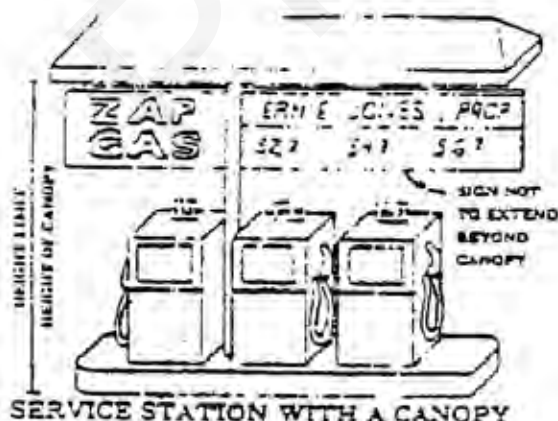
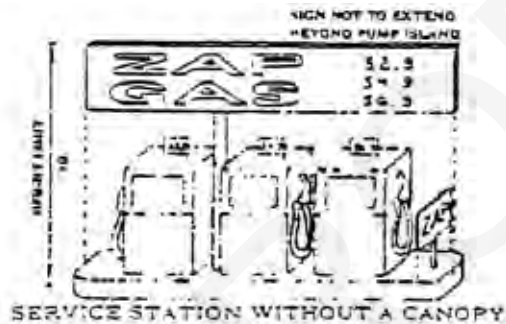
(i) Except for City electronic signs, outdoor advertising signs are not permitted. City electronic signs are permitted on public or private property in any zoning district, owned or leased, with a 100 foot minimum setback from residential uses. In commercial zones, they may consist of at most, three digital display areas with an interior angle of 60 degrees or less. Two digital display area signs may have an interior angle of 90 degrees or less. The maximum height shall be 50 feet, the maximum area of each digital display area is 14 feet by 48 feet, and the signs shall display static messages only. Each message on the screen must be displayed for a minimum of 8 seconds. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout

the day. The ability to power the sign by mobile generator during power outages is required for public safety purposes.

(j) Window signs are permitted, provided that the total sign area of the window signs as well as any other canopy, marquee, wall or freestanding signs shall not exceed the sign area allowed in division (B)(1)(b) above. A “no fee” permit will be required to ensure compliance with the sign area requirements. For businesses which continually utilize window signs (such as, for weekly specials), only one permit needs to be issued which will allow for signs to change, providing the approved sign area is not exceeded.
(Ord. 86-06, passed 4-14-86)

(k) One monument-type freestanding identification sign not to exceed eight feet in height, including any base, nor more than 100 square feet in area shall be permitted to identify a use without any structure, such as a parking lot. For uses such as Christmas tree sale lots, pumpkin sale lots and firework stands, one temporary freestanding identification sign shall be permitted, not exceeding 32 square feet in area and 12 feet in height.
(Ord. 90-01, passed 1-22-90)

(l) Signs on service station pump islands, canopy uprights and nonmovable structures on the pump islands, which shall be permitted if the combined area of the signs and all other wall and canopy signs does not exceed the total sign area permitted under division (B)(1)(b) above for the building on the site and do not project beyond the canopy roof or raised pump island. The signs shall not exceed ten feet in height if there is no canopy. For self-service stations with small attendant booths less than ten feet on any side, a maximum total wall and canopy sign area of 160 square feet is permitted.



(m) One corporate flag per use or occupancy, not exceeding 24 square feet in area; dimensions relative to each other shall not exceed a ratio of two to one (2:1). Such flags shall be flown from a flagstaff or flagpole.

(n) For sale or rent signs between eight and 32 square feet in area subject to securing a use permit. Approval of the permit shall be based on the relationship between the size of the sign and the size of the property.

(o) Pennants shall not be displayed for more than 60 days.

(2) In the M-1 zone and M-2 zone, the following on-site signs are permitted, except as otherwise stated:

(a) Any sign allowed in the C-1, C-2, C-M, and CX-1 zones, subject to the same restrictions as in those zones.

(b) One of the following signs for each use or occupancy:

1. Projecting identification sign not exceeding 72 square feet in area and 40 feet in height; if any portion projects into or overhangs a public street or alley right-of-way, the sign shall not exceed 48 square feet in area; or

2. Marquee identification sign at right angles to a street not exceeding 48 square feet in area and 40 feet in height. A second such marquee identification sign is permitted if the two signs are single faced, are parallel, and are on opposite ends of a marquee.

(3) For PD (planned development) zones, the following on-site signs are permitted: Sign limitation shall be made a condition of each PD zone, and approval shall be based on the provisions of the zoning classification most closely approximating the uses proposed in the PD zone.

(Ord. 86-06, passed 4-14-86; Am. Ord. 2001-07, passed 7-23-01; Am. Ord. 2009-002, passed 6-22-09) ('67 Code, § 10-19-7)

§ SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3: This Ordinance shall become effective thirty (30) days from and after its final passage January 14, 2020, provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on January 14, 2020. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 14th day of January, 2020; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

SIGNS

§ 153.280 INTENT AND PURPOSE.

It is the intent of this sign ordinance regulation to preserve and enhance the aesthetic, traffic safety and environmental values of our communities and growing business/industrial districts, while at the same time providing for channels of communication to the public. It also is the city's intent to regulate on the basis of characteristic and proportion of signage. The city finds as to commercial signage that it is in the interest of both aesthetics and traffic safety that sign information be kept to a minimum. The use of subordinate information in commercial signage which presents as a traffic hazard will not be allowed. Non-commercial signage, which rights are constitutionally broader, is permitted unless expressly prohibited within this chapter.

(^67 Code, § 10-19-1) (Ord. 2000-03, passed 4-24-00)

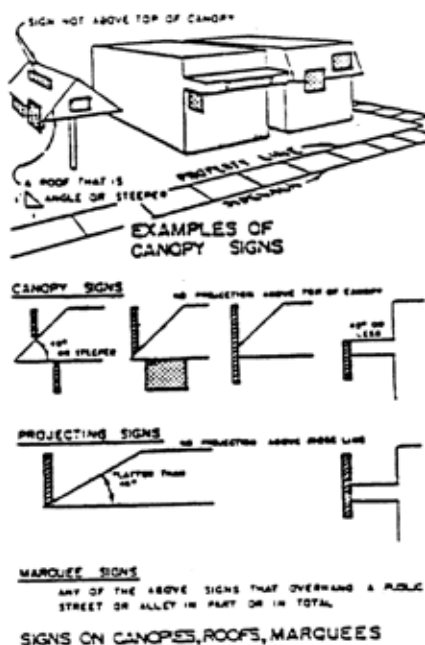
§ 153.281 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BENCH SIGN. A bus bench located outdoors with advertising matter thereon.

BULLETIN BOARD. A sign used to announce a coming event or attraction or used to convey a specific message related to the building or use of the property on which the bulletin board is located. In all zones, bulletin boards which are displayed so as to be viewed from a public street, parking lot, walkway or mall shall be subject to the sign regulation of the zone in which the building or property is located.

CANOPY. A roof of a building or a fixed overhead shelter used as a roof, which may or may not be attached to a building and which does not encroach into nor overhang a public street or alley right-of-way.



CANOPY SIGN. A sign attached to or hung from a canopy but not projecting from the face of

the canopy.

CONSTRUCTION SIGN. A sign with the names of architects, engineers, contractors, subcontractors and financing agencies of buildings and structures being constructed upon the premises on which the sign is located.

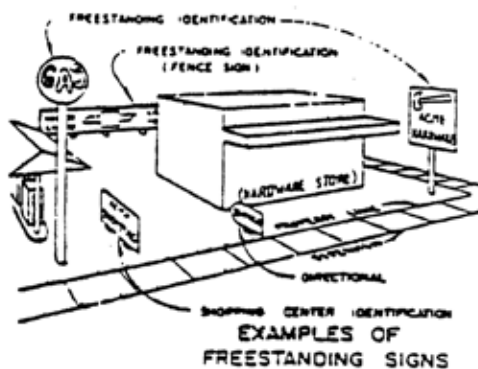
CORPORATE FLAG. A flag identifying a business or firm.

DIRECTIONAL SIGN. One of two types of signs. An exterior directional sign shall mean a sign oriented to a street and used to direct and control pedestrian or vehicular traffic and located on the same lot or premises as the use which it is intended to serve. An interior directional sign shall mean a directional, warning or information sign not bearing any advertising message readable from any street right-of-way. It shall be located on the same lot or premises as the use which it is intended to serve.

ELECTRONIC SIGNAGE. Also known as electronic signs or electronic displays, may use technologies such as LCD, LED, projection, e-paper or similar to display digital images or text. May be located on private or public property as a wall, projecting, or monument sign. City electronic sign standards are determined by the City Council on a case by case basis in public hearing.

ERECT. To build, construct, attach, hang, place, suspend, paint or affix.

FREESTANDING SIGN. A sign detached from any building or structure, and the supports of which are permanently affixed on the ground.

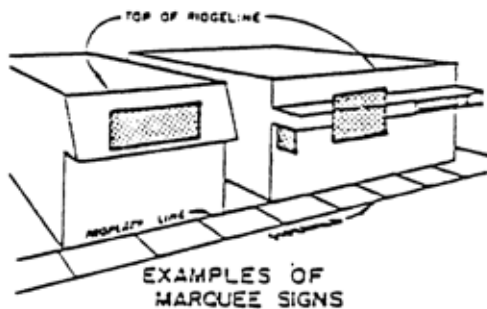


HEIGHT. The vertical distance from the highest point used in measuring the area of a sign to the top of the curb of the street at a point which is closest to the highest point of the sign.

IDENTIFICATION SIGN. Any sign which is used to identify or advertise the occupancy of a building, lot or premises or the merchandise or activity available at the building, lot or premises where the sign is located.

LIGHTED SIGN. Any sign which is illuminated either directly or indirectly by artificial light.

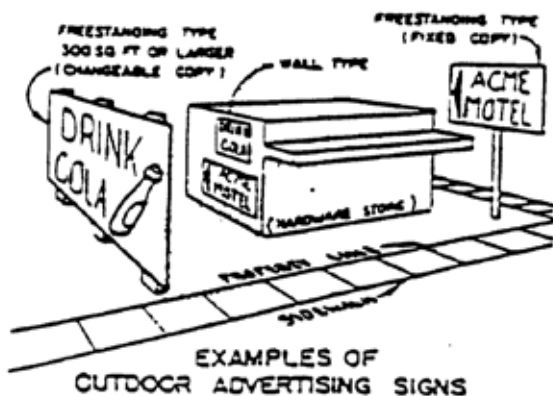
MARQUEE. A fixed overhead shelter used as a roof, which may or may not be attached to a building, and which projects into or overhangs a public street or alley right-of-way.



NON-COMMERCIAL. In each instance and under the same conditions to which this chapter permits any sign, a sign containing an ideological, political or other non-commercial message shall be permitted.

OPEN HOUSE DIRECTIONAL SIGN. An arrow or other directional symbol and real estate office name.

OUTDOOR ADVERTISING SIGN (BILLBOARDS). A sign of the outdoor advertising business, which advertises products, accommodations, services or activities not provided on the premises on which it is located. Also known as a **BILLBOARD**. These signs are prohibited under this chapter. This definition does not pertain to non-commercial messages.



PERMANENT SIGN. Every sign except **TEMPORARY SIGNS** as defined herein.

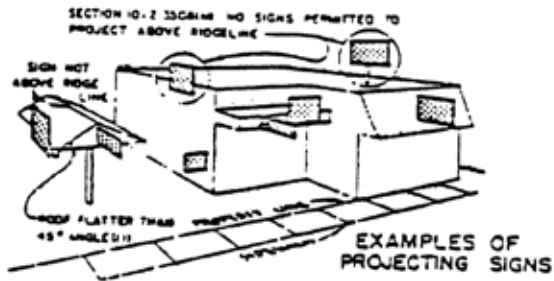
POLE SIGN. A sign which is not attached to a building but which has its own separate support system and shall include a freestanding sign.

POLITICAL SIGN. Any impermanent sign or advertising device or display, with or without letters, words, numbers or figures thereon, which is designed to advertise a candidate for political office, a political party or a measure scheduled for an election.

PRINCIPAL FRONTAGE. That wall of a building or structure which has frontage on a public street, highway, parking lot, walkway or mall and which is designed as the principal frontage of the building or structure.

PROJECTING SIGN. Any of the following:

- (1) Any sign attached to and projecting from the face of a wall, canopy or marquee.
- (2) Any sign mounted on a canopy roof or building roof that has a slope flatter than a 45 degree angle.

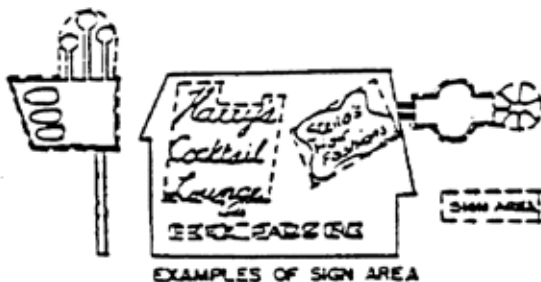


RIDGELINE. The peak of the roof, the top of a parapet, or the top of the wall of a building.

SIGN. Any structure, device, letter, figure, character, poster, picture, trademark or reading matter which is used or designed to announce, declare, demonstrate, display or otherwise identify or advertise, or attract the attention of the public. However, a sign shall not include the following:

- (1) Official notices authorized by a court, public body or public officer.
- (2) Directional, warning or informational signs authorized by federal, state or municipal authority or public utility.
- (3) A properly displayed official flag of a government, school, religious group, or nonprofit organization.
- (4) A memorial plaque, tablet or cornerstone indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure, not to exceed four square feet in area.
- (5) Signs within a building which cannot be seen from outside the building.

SIGN AREA. The area of the sign surface computed by calculating the area of the circle, square, triangle, rectangle or combination of such geometric designs necessary to enclose such sign surface. Where a sign has two or more faces (sign surfaces), the area of all faces shall be included in determining the sign area, except where two such faces are placed back to back and are at no point more than one foot from one another, the sign area shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area. Necessary supports or uprights on which a sign is placed shall not be included in the sign area, provided that they are not used to attract attention to the subject matter included in the sign area.



SIGN SURFACE. The surface of the sign upon, against or through which the message is displayed or illustrated.

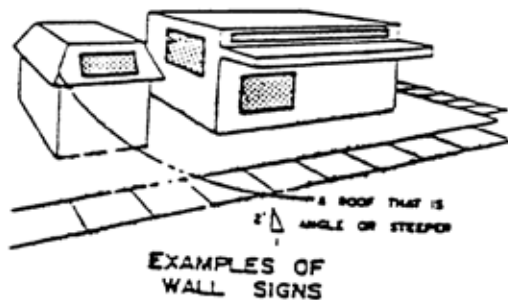
SUBDIVISION SIGN. A sign indicating the name of a recorded subdivision, the name of the contractor or subdivider, the name of the owner or agent, and/or giving information regarding directions, price and/or terms.

SUBDIVISION DIRECTIONAL SIGN. A sign indicating the name of a recorded subdivision and information regarding location. The name of the contractor or subdivider, the name of the owner or agent and/or information regarding price and/or terms may also be noted.

TEMPORARY SIGN. Any sign, banner, pennant, valance, balloon, streamer, placard, "A"-frame, sandwich board or similar impermanent sign or advertising device or display, with or without letters, words, numbers, or figures thereon, with or without frames, which directs, promotes service or price, or which is otherwise designed to attract attention for a short period of time only unless otherwise specifically mentioned in this chapter.

WALL. Any wall or element of a wall or any number or group of members which defines the exterior boundaries or courts of a building or structure and which has a slope steeper than one horizontal to two vertical, with the horizontal plane.

WALL SIGN. Any sign painted on, attached to or erected against the wall of a building or structure with the exposed face of the sign in a place approximately parallel to the plane of the wall and which does not project beyond the top or ends of the wall. **WALL SIGN** shall also mean any sign permanently displayed on the inside or outside of a window.



WINDOW SIGN. Any sign temporarily displayed on the inside of a window or temporarily painted on a window and facing a street, highway, parking lot, walkway or mall.

ZONE. One of the various classes of area into which the city has been divided by this chapter. ('67 Code, § 10-19-2) (Am. Ord. 2000-03, passed 4-24-00)

§ 153.282 ADMINISTRATION.

(A) *Permit required.* It shall be unlawful for any person to erect, alter, change, copy or relocate within the city any sign as defined herein without first obtaining a permit from the City Manager (or his designated representative) and making payment of the required fee therefor, except that the following listed signs are not required to have permits or pay permit fees, but shall meet all other requirements of this chapter:

- (1) Construction sign.
- (2) For sale or rent sign not exceeding eight square feet in area.
- (3) Garage sale sign.

(4) Unlighted interior directional, warning or information system when less than 12 square feet in area.

(5) Nameplate, two square feet maximum size.

(6) Open house directional sign.

(7) Political signs permitted by § 153.285.

(8) Signs for fireworks stands, pumpkin sales, Christmas tree sale lots.

(9) Subdivision directional signs.

(10) Corporate flag when its height does not exceed the roof line.

(11) Bench sign.

(12) Signs which identify the architects, engineers, contractors, or builders associated with construction work on the premises during the time period such work is being conducted.

(13) Advertising signs on the perimeter fencing of athletic fields. Such signs shall be on the interior of the fence only, shall have the advertising facing the interior of the field, shall not exceed the height of the fence and shall not be subject to any other restrictions of this chapter.

(B) *Application for permit.* Application for the sign permits shall be made upon forms provided by the City Manager (or his designated representative) and shall contain or have attached thereto such information as may be required by the City Manager (or his designated representative) to ensure compliance with the provisions of this code. The application shall be accompanied by a fee in an amount set from time to time by resolution of the City Council.

(C) *Permit issued if application is in order.* It shall be the duty of the City Manager (or his designated representative) to issue the sign permits if the application is complete, the sign complies with the provisions of this code and the fee has been paid.

(D) *Signs falling within definition of one or more type signs.* Whenever any sign, as defined in this chapter, falls entirely within the definitions of one or more type signs, it shall be subject to the provisions of the most restrictive category.

(E) *Permit issued in error.* If a sign permit is issued in error by the City Manager (or his designated representative) and the sign does not comply with all of the requirements of this chapter and all other laws and ordinances of the city, the sign permit shall be null and void, and no rights or privileges shall be conferred upon the permittee by the permit.

(F) *Compliance with chapter, nuisance, abatement.* The City Council hereby determines that the public peace, safety, morals, health and welfare require that all signs which shall hereafter be constructed, erected or painted in violation of the provisions of this chapter shall be and they are hereby declared public nuisances to be removed and abated in the manner provided herein.

(G) *Identification.* Every sign hereafter erected, altered or relocated shall have recorded thereon in a conspicuous place in order to be readily visible, the date of erection, alteration or relocation, the permit number, voltage of any electrical apparatus used in connection therewith and the name of the person, firm or company doing the work. The information shall not exceed 16 square inches in area.

(H) *Maintenance of signs.* The owner of any sign as defined and regulated by this chapter, including supporting structures, shall keep the same in a presentable condition at all times. All painted signs and all supporting structures of any sign shall be repainted to keep them in good condition whenever such action is requested in writing by the City Manager (or his designated representative).

(I) *Unlawful signs.* If the City Manager (or his designated representative) shall find that any sign which has been constructed or erected or is being maintained in violation of the provisions hereof, written notice shall be given of such conditions to the permittee or in the event no valid permit exists, to the owner thereof. If the permittee or the owner thereof, as the case may be, fails to remove or alter the sign so as to comply with the standards herein set forth, within 30 days after such notice, such signs may be removed or altered to comply when so directed by the City Manager and such cost shall be at the expense of the permittee or the owner of the property upon which the sign is located.

(1) Any sign found to be unsafe and an immediate peril to persons or property may be removed summarily and without notice when so directed by the City Manager. The cost of such removal shall be assessed against the owner of the sign removed.

(2) Any sign erected upon public property in violation of the provisions hereof may be removed or destroyed when so directed by the City Manager.

(3) The cost of removal or alteration of any sign and any expense incident thereto which by the terms of this section shall be paid by a permittee, sign owner, property owner or any other person, shall become a debt owing the city. The city may initiate civil action in its own name for collection of the debt.

(`67 Code, § 10-19-3)

§ 153.283 NONCONFORMING SIGNS.

(A) For the purpose of this section a **NONCONFORMING SIGN** is any sign which does not conform with the provisions of this chapter but was lawfully erected and which was lawfully in existence and in use on May 1, 1986.

(B) A nonconforming sign shall not be replaced, altered, reconstructed, relocated or expanded in any manner unless it is made to conform with all the provisions of this chapter, except as follows:

(1) Other nonconforming signs on the same property need not be made to conform as a result.

(2) Change in copy shall be permitted if no structural changes in the sign are necessary except that no change in copy shall be permitted for nonconforming painted wall signs.

(3) Ordinary maintenance and minor repairs which will not increase the normal life of the sign and which are required for safety purposes shall be permitted. Structural alterations to a nonconforming sign are prohibited unless they are made to conform to all requirements of the city code.

(C) If the use identified by a nonconforming sign is abandoned for a period of 90 days, the sign shall be removed unless it is made to conform to the provisions of this chapter. If such sign is not made to conform or if it is not removed within 120 days from the time the use is abandoned, it shall thereafter be unlawful. **ABANDONED**, as used in this division, shall mean cessation of operation or change of use. **ABANDONED** shall not mean an ownership change or a name change as long as there is not cessation of the operation for longer than 90 days and the use is not changed.

§ 153.284 GENERAL REQUIREMENTS.

(A) *Height limitation.* The maximum height of any sign shall be as stated herein, but in no case shall a sign exceed 40 feet in height. City electronic signs are exempt from height restrictions.

(B) *Rotating, moving, flashing, changing or blinking signs.* No sign shall have or consist of any moving, rotating or otherwise animated part or any flashing, blinking, fluctuating or otherwise animated light. The provisions of this division shall not be applied so as to prohibit the following types of signs:

(1) A sign showing time separately and which changes no more often than once every ten seconds or a conventional clock face.

(2) A sign showing temperature separately and which changes only when the temperature rises or falls one degree or more.

(3) A sign showing time and temperature alternately and which changes no more often than once every ten seconds.

(4) An on-premises barber pole of a length not to exceed 30 inches of traditional design which shall be permitted to revolve during the time that a barber shop is open for business. The sign shall not exceed ten feet in height.

(C) *Projections.* All signs, if otherwise authorized, are permitted to project into required front, side and rear yard. The permitted projecting of an authorized sign into any street or alley right-of-way is as follows:

(1) Freestanding sign: No projection.

(2) Wall sign: Up to 14 inches in thickness.

(3) Marquee sign: No closer than two feet from the face of the curb.

(4) Projecting sign: Up to six feet into any street right-of-way and up to four feet into any alley right-of-way, but not closer than two feet from the face of the curb.

(5) Bus bench sign: Entirely within street right-of-way.

(6) City Electronic Sign: No restrictions.

(D) *Vertical and horizontal clearance.* No sign shall be less than eight feet above a public or private sidewalk or 16 feet above ground level in areas open to vehicular traffic except wall signs not exceeding three inches in thickness.

(1) Signs shall not be erected within the triangle created by the lines connecting:

(a) The point of intersection of front and side property lines extended into the intersection of two streets or other public right of way abutting the property lines; and

(b) The points on such front and side property lines 40 feet distant from the point of intersection, when the erection of other privately owned buildings and structures is prohibited therein.

(2) No permit for any sign shall be issued and no sign shall be constructed or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the state or rules and regulations duly promulgated by agencies thereof.

(E) *Obstructions to doors, windows or fire escapes.* No sign shall be erected, relocated or maintained so as to prevent free ingress to or egress from any door, window, fire escape or exit way.

(F) *Construction standards.* All signs, including all parts, portions, units, and material comprising the same together with the frames, backgrounds, supports and anchorage therefor shall be manufactured, fabricated, assembled, constructed and erected in accordance with applicable Building, Electrical and Fire Prevention and Sign Codes of the city.

(G) *Illuminated signs.* Any illuminated sign or lighting device shall employ only lights emitting a light of constant intensity, and no sign shall be illuminated by or contain flashing, intermittent, rotating or moving light or lights. In no event shall an illuminated sign or lighting device be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.

(H) *Signs not to constitute vehicular traffic hazard.* No sign as regulated in this chapter shall be erected at the intersection of any street, or at any railroad grade crossing, or at any driveway in such a manner as to obstruct free and clear vision of operations of motor vehicles or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device; or which makes use of the words "STOP," "DANGER," or any other word, phrase, symbol, or character in such manner as to interfere with, mislead or confuse traffic.

(I) *Temporary signs for special events.* Temporary signs, in excess of the maximum permissible sign area, may be erected as participation in a public parade, public event or public celebration for a period not to exceed 30 days, provided, however, that the erection of such signs shall be approved by the City Manager as to location, safety and period of display. Temporary cloth signs and rigid signs shall be allowed as regulated in this division and as described in chapter 14 of the Uniform Sign Code except that rigid signs shall be limited to a sign area of 32 square feet and may be displayed for no longer than 30 days.

(J) *Bench signs.* It shall be unlawful for any person to erect, install or maintain any bench sign, except on public property in a location approved by the City Manager. Such benches shall only be placed as necessary to serve existing public transit needs and shall require an encroachment permit.

(K) *Wall signs, additional standards.* No wall sign shall exceed 14 inches in thickness; no display or messages shall be permitted on the edges of wall signs except the sign company's identification as required by § 153.282(G) of this code.

(Ord. 86-06, passed 4-14-86)

(L) *Ridgeline limitation.* A wall, canopy, marquee, or projecting sign shall not project above the ridge line of the building on which the sign is mounted.

(Ord. 90-01, passed 1-22-90)

(M) *Building outlining.* Outlining of a building or its roof by means of permanent lighting by exposed neon tubing, exposing incandescent lighting or other artificial lighting, or an equivalent

effect, is prohibited. Outlining means delineation, with a row or band of lights of the edges of a roof or wall surface. This provision does not prohibit floodlighting or generally illuminating buildings and their roofs for temporary Christmas displays.

(N) *No signs on street trees, utility poles or structures in street right-of-way.* No signs shall be attached to any street tree, or any poles such as utility poles, street signals, street lights, street name signs or traffic warning signs, or on any bus shelter.
(^67 Code, § 10-19-5)

§ 153.285 SPECIFIC REQUIREMENTS FOR CERTAIN ZONES.

(A) *Specific requirements of type, area and height of signs in the R-1, R-2, R-3 and R-4 zones.* It shall be unlawful for any person to erect, construct or maintain on any lot or parcel any sign of a type having an area and/or height in violation of the following specific requirements:

(1) In the R-1 and R-2 zones, the following on-site signs are permitted except as otherwise stated:

(a) One unlighted for sale or rent sign per street frontage, not exceeding eight square feet in area and six feet in height.

(b) Three unlighted open house directional signs, each not exceeding three square feet in area and three feet in height, which shall be permitted during daylight hours only, for each house or group of houses offered for sale by the same realtor at the same general location, provided that they do not bear any advertising message other than the real estate office name, and that such signs are located wholly on private property with permission of the property owner on whose property they are located.

(c) One wall-mounted name plate not exceeding two square feet in area.

(d) For nonresidential uses permitted by conditional use permit, additional signing as follows:

1. One bulletin board or identification sign not exceeding 25 square feet in area and six feet in height.

2. Canopy and wall identification signs limited to one-half square foot in combined sign area for each lineal foot of any wall and not exceeding 40 feet in height. Canopy and wall identification signs may have external illumination only; no internal illumination shall be permitted.

(e) For mobile home parks permitted by conditional use permit, there may be in addition one identification sign limited to 12 square feet in area and not exceeding six feet in height located at the main entrance to the park.

(f) One construction sign not exceeding 20 square feet in area and six feet in height, provided that such sign shall be removed not later than 30 days after construction is completed.

(g) One on-site subdivision sign not exceeding 100 square feet in area and ten feet in height for each recorded subdivision, provided that such sign shall be removed not later than two years from the recording date of the subdivision, except as follows:

1. Where building permits have been taken out for more than one-half but less than 75% of the lots in such subdivision at the end of the two-year period, such sign may remain for an additional one year period or until building permits have been issued on all lots, whichever occurs

first.

2. Where building permits have been taken out for one-half or less of the lots in such subdivision at the end of the two-year period, such sign may remain for an additional two-year period or until building permits have been issued on all the lots, whichever occurs first.

(h) Unlighted subdivision directional signs not exceeding 16 square feet in area and six feet in height for each recorded subdivision as follows:

1. When the boundaries of any recorded subdivision or any part thereof abut an arterial, as identified in the general plan, one subdivision directional sign shall be permitted, which sign may be located on any vacant lot or parcel which is owned by the subdivision owner.

2. When the boundaries of any recorded subdivision, or any part thereof, do not abut an arterial as identified in the general plan, two subdivision directional signs shall be permitted, which signs may be located as follows:

a. One such sign may be located on property not owned by the subdivision owner with the permission of the property owner on whose property it is to be located.

b. One or both signs may be located only on property owned by the subdivision owner.

3. Such signs shall be removed not later than two years from the recording date of the subdivision, except as follows:

a. Where building permits have been taken out for more than one-half but less than 75% of the lots in such subdivision at the end of the two-year period, such signs may remain for an additional one year period or until building permits have been issued on all of the lots, whichever occurs first.

b. Where building permits have been taken out for one-half or less of the lots in such subdivision at the end of the two-year period, such signs may remain for an additional two-year period or until building permits have been issued on all of the lots, whichever occurs first.

(i) Political signs, which may be erected, maintained and displayed as follows:

1. Political signs placed in a residential zone district with a dwelling shall not exceed eight square feet, not to exceed in any dimension four feet, and such improved lot with a dwelling shall not be limited to the number of political signs but shall be limited as to the total cumulative area not to exceed 32 square feet.

2. Any one political sign shall not exceed 32 square feet on vacant residential parcels. There shall be no restrictions as to the number of political signs posted on vacant residential property.

3. Political signs shall be removed within 15 days after the date of the election.

4. Under no circumstance shall political signs interfere with driver expectations for sight distances on any particular street as determined by the Community Development Director.

(j) Window signs are not permitted unless they meet all other requirements listed in this section, including the limitation on sign area.

(k) Outdoor advertising signs are not permitted.

(l) Two unlighted garage sale signs not exceeding three square feet each in area may be displayed as follows:

1. The signs may be displayed only during such times as the garage sale being advertised is actually being held or conducted.

2. The signs may only be erected and displayed on private property with the consent of the owner thereof. They may not be erected or displayed on street trees, utility poles or elsewhere in public rights-of-way.

(m) Interior directional, warning and information signs not exceeding six square feet in area and six feet in height.

(n) For sale or rent signs between eight and 32 square feet in area subject to securing a use permit. Approval of the permit shall be based on the relationship between the size of the sign and the size of the property.

(2) In the R-3 zone, the following on-site signs are permitted:

(a) Any signs permitted in the R-1 and R-2 zones.

(b) One multiple-family housing project sign per street frontage, each sign not exceeding 12 square feet in area and six feet in height.

(3) In the R-4 zone, the following on-site signs are permitted:

(a) For any uses permitted in the R-2 zone, except those permitted by conditional use permit, any signs permitted in the R-2 zone except in § 153.285(A)(1)(d).

(b) For all other uses in the R-4 zone, the following signs are permitted:

1. Any signs permitted in the R-2 zone, except § 10-19-6(A)4.

2. For each site, one identification sign per street frontage not exceeding 16 square feet and eight feet in height.

3. Canopy and wall identification signs limited to one-half square foot in combined sign area for each lineal foot of any wall, and not exceeding 35 feet in height. Canopy and wall identification signs may have external illumination only; no internal illumination shall be permitted.

4. One corporate flag per use or occupancy, not exceeding 24 square feet in area, dimensions relative to each other shall not exceed a ratio of two to one (2:1). Such flag shall be flown only from a flagstaff or flagpole.

(B) *Specific requirements for type, area and height of signs in the C-1, C-2, C-M, M-1, M-2, and PD zones.* It shall be unlawful for any person to erect, construct or maintain on any lot or parcel any sign of a type having an area and/or height in violation of the following specific requirements:

(1) In the C-1 zone, C-2 zone, and C-M zone, the following on-site signs are permitted, except as otherwise stated:

(a) Subject to approval of the City Manager (or his designated representative), a shopping center, as herein defined, shall be entitled to erect one freestanding shopping center identification

sign, hereinafter referred to as a shopping center identification sign for each street upon which the shopping center fronts, subject to the following provisions:

1. Each shopping center sign shall not exceed 100 square feet in area.
2. The identification on each shopping center sign shall be limited to the shopping center name with a listing of uses or businesses within the center optional. The lettering for the listing of such uses shall be of a size not greater than one-half the size of the lettering of the shopping center name on such sign.
3. After erection of a shopping center sign or signs authorized herein, at a shopping center, no additional freestanding or projection identification sign shall be erected at such shopping center for any use or occupancy therein.
4. In granting an application for a shopping center sign, the City Manager (or his designated representative) shall determine whether the applicant is within such shopping center, after consideration of the following, factors:
 - a. A shopping center is usually comprised of a cluster of retail uses at one location held out to the public as a distinct shopping area and having at least one retail use with a minimum area for that use of 20,000 square feet, and having a minimum of five other retail uses on the same or adjacent sites.
 - b. A shopping center is not normally traversed by any public street.
 - c. The existence of any common advertising program for such center, or any uses or occupancies conducted therein, and the number of uses or occupancies conducted therein which participate in such program.

(b) Canopy, marquee and wall identification signs, provided:

1. The signs shall be limited to the portion of a building wherein the use or occupancy is conducted.
2. The maximum total area for all the signs shall be limited as follows:

a. For the principal frontage of the building as designated by the applicant:

<i>Maximum Total Area for All Canopy</i>	
<i>Building Frontage</i>	<i>Marquee/Wall Identification Signs</i>
First 50 feet	4 square feet per lineal foot of building frontage; plus
Next 50 feet	2 square feet per lineal foot of building frontage; plus
Over 100 feet	1 square feet per lineal foot of building frontage

b. For each other frontage of the building:

<i>Maximum Total Area for All Canopy</i>	
<i>Building Frontage</i>	<i>Marquee/Wall Identification Signs</i>
First 50 feet	4 square feet per lineal foot of building frontage; plus
Next 50 feet	2 square feet per lineal foot of building frontage; plus
Over 100 feet	0.5 square feet per lineal foot of building frontage

3. The signs shall not exceed 40 feet in height nor project above a ridgeline more than ten feet.

4. That signs hung from a canopy shall not be less than eight feet above a private sidewalk or 16 feet above ground level in areas open to vehicular traffic.

5. That marquee signs shall be parallel with the building upon which they are mounted and parallel with the public street or alley into which they project or overhang.
(Ord. 86-06, passed 4-14-86)

(c) For any freestanding use or occupancy, one monument-type freestanding identification sign not to exceed eight feet in height, including any base, nor more than 100 square feet in area, may be approved subject to securing approval of the City Manager (or his designated representative). The approval will be dependent upon the following two findings being shown:

1. That the use or occupancy is a freestanding use. For the purpose of this section, a freestanding use is defined as a use or occupancy that does not attract customers by its proximity to another business or businesses and is not part of a shopping center or any group of businesses that jointly attract customers through their proximity to each other or through common advertising.

2. The total sign area of the freestanding sign as well as all canopy, marquee and wall signs shall not exceed the sign area allowed in division (B)(1)(b) above.
(Ord. 90-01, passed 1-22-90)

(d) Directional signs located wholly on private property on the premises to which they pertain as follows:

1. One exterior directional sign per use per street frontage of the site not exceeding six square feet in area and three feet in height, and provided business identification shall not exceed one-half of the area on a given face sign.

2. Any number of interior direction signs, each not exceeding six square feet in area and six feet in height.

3. Two maximum interior directional signs for a drive-in restaurant or other eating place with drive-through facilities, each sign not to exceed 30 square feet in area and eight feet in height.

(e) One for sale or rent sign, not exceeding 64 square feet in area and ten feet in height.

(f) One construction sign, not exceeding 64 square feet in area and ten feet in height, provided such sign is removed not later than 30 days after construction is completed.

(g) One marquee sign, not exceeding six square feet in area on any one side or 12 square feet maximum total area. The sign may be hung from a marquee, providing such sign shall not be less than eight feet above a public sidewalk.

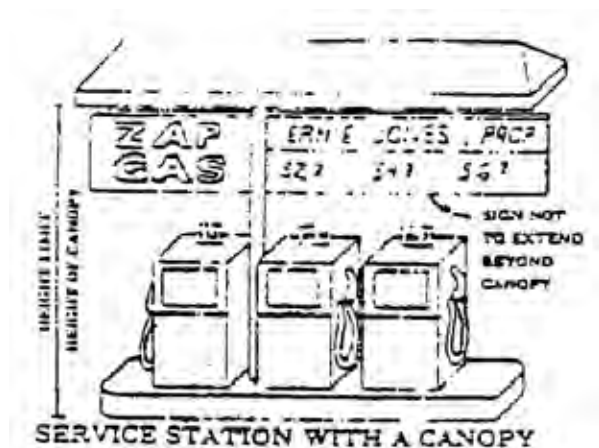
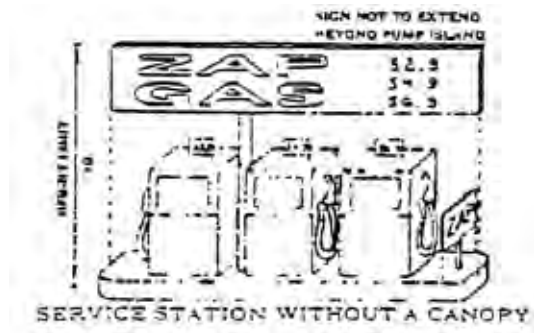
(h) Any one political sign shall not exceed 32 square feet and there shall be no restrictions that limit the number of political signs on improved or unimproved commercial or industrial parcels. Political signs shall be removed within 15 days after the date of the election.

(i) Outdoor advertising signs are not permitted except for City electronic signs. Specific standards for City electronic signs, whether on public or private property shall be determined on a case by case basis and at the discretion of the City Council in a public hearing.

(j) Window signs are permitted, provided that the total sign area of the window signs as well as any other canopy, marquee, wall or freestanding signs shall not exceed the sign area allowed in division (B)(1)(b) above. A "no fee" permit will be required to ensure compliance with the sign area requirements. For businesses which continually utilize window signs (such as, for weekly specials), only one permit needs to be issued which will allow for signs to change, providing the approved sign area is not exceeded.
(Ord. 86-06, passed 4-14-86)

(k) One monument-type freestanding identification sign not to exceed eight feet in height, including any base, nor more than 100 square feet in area shall be permitted to identify a use without any structure, such as a parking lot. For uses such as Christmas tree sale lots, pumpkin sale lots and firework stands, one freestanding identification sign shall be permitted, not exceeding 32 square feet in area and 12 feet in height.
(Ord. 90-01, passed 1-22-90)

(l) Signs on service station pump islands, canopy uprights and nonmovable structures on the pump islands, which shall be permitted if the combined area of the signs and all other wall and canopy signs does not exceed the total sign area permitted under division (B)(1)(b) above for the building on the site and do not project beyond the canopy roof or raised pump island. The signs shall not exceed ten feet in height if there is no canopy. For self-service stations with small attendant booths less than ten feet on any side, a maximum total wall and canopy sign area of 160 square feet is permitted.



(m) One corporate flag per use or occupancy, not exceeding 24 square feet in area; dimensions relative to each other shall not exceed a ratio of two to one (2:1). Such flags shall be flown from a flagstaff or flagpole.

(n) For sale or rent signs between eight and 32 square feet in area subject to securing a use permit. Approval of the permit shall be based on the relationship between the size of the sign and

the size of the property.

(o) Pennants shall not be displayed for more than 60 days.

(2) In the M-1 zone and M-2 zone, the following on-site signs are permitted, except as otherwise stated:

(a) Any sign allowed in the C-1, C-2, and C-M zones, subject to the same restrictions as in those zones.

(b) One of the following signs for each use or occupancy:

1. Projecting identification sign not exceeding 72 square feet in area and 40 feet in height; if any portion projects into or overhangs a public street or alley right-of-way, the sign shall not exceed 48 square feet in area; or

2. Marquee identification sign at right angles to a street not exceeding 48 square feet in area and 40 feet in height. A second such marquee identification sign is permitted if the two signs are single faced, are parallel, and are on opposite ends of a marquee.

(3) For PD (planned development) zones, the following on-site signs are permitted: Sign limitation shall be made a condition of each PD zone, and approval shall be based on the provisions of the zoning classification most closely approximating the uses proposed in the PD zone.

(Ord. 86-06, passed 4-14-86; Am. Ord. 2001-07, passed 7-23-01; Am. Ord. 2009-002, passed 6-22-09) (`67 Code, § 10-19-7)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: January 14, 2020

Subject: A **Resolution** Approving the Appointments of Joan Stewart, Mallorie Fenrich, Natasha Basso, and Alternate Ben Reuben to the Planning Commission Effective January 2020; and Administer the Oath of Office to Said Appointees Including Recent Appointee Steve Link Fulfilling the Unexpired Term of Former Commissioner Robert Ball

From: Sean Scully, City Manager

Submitted by: Annabelle H. Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council consider Mayor O'Brien's applicant recommendations to fill the three (3) expired Planning Commissioner seats, and the expired Alternate Planning Commissioner seat, and thereafter have the Oath of Office administered and Certificate of Appointments presented.

SUMMARY

Pursuant to the policy on Planning Commission terms and filling vacancies, three (3) primary seats that were held by Commissioners Joan Stewart, Mallorie Fenrich, and Melissa Hughes, and the alternate seat held by Steve Link expired on December 31, 2019.

An "opened until filled" recruitment to receive applications was opened in October, 2019 through December 3, 2019. Mayor O'Brien conducted interviews, and in accordance with the Riverbank Municipal Code (RMC), he is recommending that the City Council approve the reappointments of Joan Stewart and Mallorie Fenrich, and the new appointment of Natasha Basso to fill the three vacant primary seats that are four-year terms beginning January 2020 through December 2023. Mayor O'Brien also recommends the new appointment of Ben Reuben as Alternate Planning Commissioner for a two-year term beginning January 2020 through December 2021.

In addition, on November 12, 2019, in accordance with the RMC the City Council approved Resolution No. 2019-096 to appoint Alternate Planning Commissioner Steve Link to the vacant seat formerly held by Commissioner Robert Ball to fulfill the unexpired four-year term ending December, 2021.

FINANCIAL IMPACT

Compensation to serve as a primary Planning Commissioner is \$100. The Alternate Planning Commissioner receives \$50, however if called upon to serve in the absence of a primary Commissioner, the compensation is \$100. Compensation is a fixed amount set at the discretion of the City Council by resolution and is paid for attendance of an “opened” meeting.

STRATEGIC PLAN

The Planning Commission provides valuable guidance to the City Council and overall community on a variety of development projects. Many of those projects expand economic development opportunities and promotes sustainable land use planning, which are goals of the City’s strategic plan.

ATTACHMENT

1. Copies of Applications
2. Proposed Resolution

	APPLICATION for Planning Commission of the City of Riverbank	Received (Date Stamp) CITY OF RIVERBANK OCT 29 2019 RECEIVED BY: _____
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TO QUALIFY: APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

For official use only (do not mark this box)

Applicant is a Resident: Yes ☒ No ☐

Applicant is a Registered Voter: Yes ☐ No ☐

Please type or print

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.) You must print and sign form.

Name ☐ Mr. ☒ Ms. JOAN L STEWART
First M.I. Last

Home Address RIVERBANK 95367
Address City Zip

Mailing Address (if different from home address) _____

Signature (required): _____ Date: 10/28/19

Contact Phone # _____ E-mail _____

WRITTEN COMMUNICATION IS EVALUATED - DO NOT ONLY INDICATE "SEE RESUME"

CURRENT OR LAST EMPLOYER INFORMATION

Employer APPLIED PROCESS COOLING CO Address 4812 ENTERPRISE WAY MODESTO

Position BUS AFFAIRS ADM Employment Dates 1995- PRESENT List Responsibilities below:

IMPLEMENTATION AND ADMINISTRATION OF VARIOUS STATES AND CITIES LICENSES, PERMITS, ETC.

FINANCIAL MANAGEMENT OF VARIOUS CONTRACTS

RISK MANAGEMENT

QUESTIONNAIRE (IF NEEDED, ADD PAGES; INCLUDE YOUR NAME)

Please list community organizations to which you currently belong or previously belonged to:

McHENRY MANSION FOUNDATION BOARD
McHENRY MANSION DOCENT COUNCIL
FRIENDS OF THE LIBRARY

Describe your education, training, and/or any special certifications or experience:

LIBERAL STUDIES DEGREE, CERTIFICATE IN PUBLIC INSTITUTION FINANCE, 10 PLUS YEARS ON PLANNING COMMISSION.

List your experience of serving on any previous Board, Commission, or Committee:

RIVERBANK PLANNING COMMISSION
RIVERBANK BUDGET COMMITTEE
SUSTAINABLE AGRICULTURE COMMITTEE
WATER ARBITRATION BOARD

Explain what qualifications, interests, or training would make you the best Planning Commissioner:

WHILE SERVING AS CHAIR OF THE PLANNING COMMISSION DURING FORMULATION OF OUR EXISTING GENERAL PLAN, I HEARD FROM THE RESIDENTS OF RIVERBANK WHAT THEY WANTED AND WHAT THEY DIDN'T WANT FOR OUR CITY.

I'M FAMILIAR WITH THE VARIOUS PLANS IMPLEMENTED AS A RESULT OF THE GENERAL PLAN.

I KNOW MUCH OF THE HISTORY BEHIND DECISIONS MADE BY THE PLANNING COMMISSION AND THE CITY COUNCIL.

THE MOST IMPORTANT QUALIFICATION - I LOVE THE CITY OF RIVERBANK.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete state required training courses and the Form 700, Statement of Economic Interests.

I am aware that, other than my personal contact and address, this application is a public document.

SIGNATURE (required): _____ DATE: 10/28/19

You must print and sign form.

To email - scan form with original signature .

Completed and signed applications may be mailed or delivered to:

City of Riverbank
c/o City Clerk
6707 Third Street, Suite A
Riverbank, CA 95367

Or, emailed to aaguilar@riverbank.org

Received (Date Stamp)

RECEIVED

By aaquilar at 9:29 am, Oct 30, 2019

For official use only (do not mark this box)

Applicant is a Resident: Yes ☒ No ☐

Applicant is a Registered Voter: Yes No

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; Including your signature. (Home address, phone #, & signature will not be made public.) You must print and sign form.

Name ☐ Mr. ☒ Ms. Mallorie R Fenrich
First M.I. Last

Home Address

Address

Riverbank 95367
City Zip

Mailing Address (if different from home address)

Signature (required): _____

Date: 10/28/19

Contact Phone # _____ E-mail _____

WRITTEN COMMUNICATION IS EVALUATED – DO NOT ONLY INDICATE “SEE RESUME”

CURRENT OR LAST EMPLOYER INFORMATION

Employer City of Manteca Address 1001 W. Center St., Manteca, CA
Position Associate Planner Employment Dates March 2016 - Present List Responsibilities below: 95337

Review + manage planning projects, administer zoning ordinance, prepare presentations + reports, interpret data, codes, State laws, City Ordinances, + development standards. Work w/ all vested interests to reach agreement on acceptable site plans, prepare public notices. Exhibit a strong commitment to customer service.

QUESTIONNAIRE (IF NEEDED, ADD PAGES; INCLUDE YOUR NAME)

Please list community organizations to which you currently belong or previously belonged to:

Carnegie Arts Center (Turlock) Member + Volunteer : 2011 - Present +

Describe your education, training, and/or any special certifications or experience:

Masters: Urban + Regional Planning, San Jose State University, 2011
Bachelors: History of Architecture + Environment, 2009
Turlock High School, 2005
Crime Prevention Through Environmental Design, 2018

List your experience of serving on any previous Board, Commission, or Committee:

City of Riverbank Planning Commission, March 2018 - Present

Explain what qualifications, interests, or training would make you the best Planning Commissioner:

I would like to continue to be a Planning Commissioner for the City of Riverbank because I care about the development of the Central Valley + Riverbank, in particular, and I want to be a direct participant in the development of Riverbank, my current town of residence. I have enjoyed my time as a Planning Commissioner for the past year + have learned a great deal, + I hope to continue to serve the City of Riverbank.

I bring a qualified + unique skill set to the Planning Commission. I was born + grew up in the Central Valley (Modesto + Turlock), but have also had the chance to travel to and live in different places. I understand what makes the valley + Riverbank unique + special, but also its opportunities for improvement.

I am currently an Associate Planner for the City of Manteca, + I continually grow + learn how to be a great planner, + how to critically review projects to bring the best developments forth in our cities. I also recently took the Crime Prevention Through Environmental Design course in 2018.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete state required training courses and the Form 700, Statement of Economic Interests.

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SIGNATURE (required):

DATE: 10/28/19

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c/o City Clerk

6707 Third Street, Suite A

Riverbank, CA 95367

Or, emailed to aaguilar@riverbank.org

To email - scan form with original signature.

Mallorie Fenrich

, Riverbank, CA 95367

EDUCATION

San Jose State University San Jose, CA May 2011
Master of Urban and Regional Planning with an emphasis in Community Development
GPA: 3.45

University of California, Santa Barbara Santa Barbara, CA June 2009
Bachelor of Arts in Art History: Architecture & Environment
GPA: 3.11

WORK EXPERIENCE

City of Manteca Manteca, CA October 2019 - Present
Associate Planner: Review and manage increasingly complex planning projects, including municipal code updates; administer zoning ordinance, prepare presentations and reports, interpret data, codes, State laws, City ordinances, and development standards; work with all vested interests to reach agreement on acceptable site plans and supplemental documents; prepare public notices, California Environmental Quality Act (CEQA) notices of exemption and notices of preparation. Participate in preparing initial studies, negative declarations, and reviewing environmental impact reports. Exhibit a strong commitment to customer service.

City of Manteca Manteca, CA September 2017 – September 2019
Assistant Planner: Reviewed and managed planning projects, administered zoning ordinance, prepared presentations and reports, interpreted data, codes, State laws, City ordinances, and development standards, worked with all vested interests to reach agreement on acceptable site plans and supplemental documents, prepared public notices, California Environmental Quality Act (CEQA) notices of exemption and notices of preparation. Participated in preparing initial studies, negative declarations, and reviewing environmental impact reports. Exhibited a strong commitment to customer service.

City of Manteca Manteca, CA March 2016 – September 2017
Development Services Technician – Building & Planning: Assisted the public with building and planning issues and questions; Received, processed, and managed major commercial building projects, as well as minor and over-the-counter projects, Calculated and collected building permit fees; Answered phone calls on the Zoning line; Administered the Zoning Code; Reviewed and processed minor Planning permits including residential swimming pools, patio covers, home occupations, residential additions and sheds, and large family daycares.

Boys & Girls Club of Manteca Manteca, CA December 2014 – March 2016
Arts Coordinator: Oversaw the planning, monitoring, and implementation of activities in the art room. Developed program curriculums under very strict budgets. Directed the Club's first-ever National Fine Arts Program and Exhibition. Directed annual talent show.

Carnegie Arts Center Turlock, CA September 2014 – January 2018
Weekend Supervisor – Arts Education & Clerical Support: Oversaw the front desk and managed general inquiries. Set up for events. Managed front counter finance. Operated the gallery.

Young Champions of America Stockton, CA August 2013 – December 2014
Children's Art Instructor: Developed and led art lessons of various mediums for students ages four to twelve. Managed administrative reporting for the class, collected class fees, and sent class report and fees to main office every week in an organized and speedy manner.

E. & J. Gallo Winery Modesto, CA July 2012 – June 2013
Account Assistant Temp for Creative Services: Managed low-complexity creative advertising projects. Assisted large key accounts. Created cost proposals. Updated item catalog. Assisted in contract management. Coordinated events. Generated weekly status reports. Participated in creative brainstorming.

City of Mountain View Mountain View, CA January 2011 – May 2011
Planning Intern: Responsible for the City's housing count update, as well as the creation of a correlated GIS map and database for the General Plan update. Assisted city planners in research-related tasks for incoming development projects.

City of Merced Merced, CA October 2010 – December 2010
GIS & Design Intern: Created the maps and map layout pages for a Revitalization Strategy Report.

City of Turlock Turlock, CA June 2010 – August 2010
Planning Intern: Reviewed plans to check for design and landscape compliance. Managed a data-collection project. Updated front-desk pamphlets. Shadowed planners in a variety of tasks including site visits, attending meetings, managing the front desk, and reviewing project plans. Input paper files into a new electronic database.

OTHER EXPERIENCE

Planning Commissioner, City of Riverbank, March 2018 – Present

Crime Prevention Through Environmental Design - Basic Training Certification – August 2018

2018 Employee of the Year Nominee – City of Manteca

(To fill out this form, download this application to make it interactive - NO ELECTRONIC SIGNATURE)

	APPLICATION for Planning Commission of the City of Riverbank	Received (Date Stamp) RECEIVED By <i>aaguilar</i> at 2:33 pm, Nov 05, 2019
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TO QUALIFY: APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

For official use only (do not mark this box)

Applicant is a Resident: Yes ☒ No ☐
Applicant is a Registered Voter: Yes ☐ No ☐

Please type or print

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.) You must print and sign form.

Name ☐ Mr. ☒ Ms. Natasha D Basso
First *M.I.* *Last*

Home Address Riverbank 95367
Address *City* *Zip*

Mailing Address (if different from home address) _____

Signature (required): _____ Date: 11/5/2019

Contact Phone # (_____) E-mail _____

WRITTEN COMMUNICATION IS EVALUATED - DO NOT ONLY INDICATE "SEE RESUME"

CURRENT OR LAST EMPLOYER INFORMATION

Employer Stanislaus County Assessor Address 1010 10th St Modesto CA

Position Appraiser III Employment Dates 11/2015 - Current List Responsibilities below:

Appraise real property for property tax assessment purposes. Assemble and analyze sales and income data relating to commercial/industrial properties. Follow up on building permits, review plans for changes or additions and establish value using income, market and cost analysis.

QUESTIONNAIRE (IF NEEDED, ADD PAGES; INCLUDE YOUR NAME)

Please list community organizations to which you currently belong or previously belonged to:

N/A

Describe your education, training, and/or any special certifications or experience:

As an appraiser I often reference City General Plans, zoning maps, use permits or proposed zoning changes for consideration when valuing a property. I believe my experience with the aforementioned would reduce my learning curve and make me an asset to the Planning Commission. I have a Bachelor's Degree in Entrepreneurship- though I have no intent to start my own business I have a deep respect for growth and development.

List your experience of serving on any previous Board, Commission, or Committee:

No experience serving on a Board, Commission or Committee.

Explain what qualifications, interests, or training would make you the best Planning Commissioner:

I have experience with determining the highest and best use in accordance with permitted uses for properties. I am interested in learning more about the development of the General Plan and zoning ordinances. As a current County Employee I have a responsibility to be fair and to maintain the trust of the public. Serving as a Planning Commissioner would provide me an opportunity to connect more with the community I live in - while learning more about the process to allow and sustain growth and development.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
- Timely complete state required training courses and the Form 700, Statement of Economic Interests.

I am aware that, other than my personal contact and address, this application is a public document.

SIGNATURE (required):

DATE: 11/5/2019

You must print and sign form.

Completed and signed applications may be mailed or delivered to:

City of Riverbank
c/o City Clerk
6707 Third Street, Suite A
Riverbank, CA 95367

To email - scan form with original signature .

Or, emailed to aaguilar@riverbank.org



APPLICATION for Planning Commission of the City of Riverbank

Received (Date Stamp)

RECEIVED
NOV 19 2019
BY: *[Signature]*

TO QUALIFY: APPLICANTS MUST BE AT LEAST 18 YEARS OLD, A STANISLAUS COUNTY REGISTERED VOTER AND LIVE WITHIN THE CITY POSTAL ZIP CODE AREA OF 95367.

For official use only (do not mark this box)

Applicant is a Resident: Yes ✓ No

Applicant is a Registered Voter: Yes____ No____

Please type or print

The following information will be used to verify voter registration, which must match your Affidavit of Voter Registration on file with the Stanislaus County Registrar of Voters; including your signature. (Home address, phone #, & signature will not be made public.) You must print and sign form.

Name ☒ Mr. ☐ Ms. Ben P. Reuben
First M.I. Last

Home Address	Riverbank	95367
	<i>Address</i>	<i>City</i>
		<i>Zip</i>

Mailing Address (if different from home address) _____

Signature (required): _____ Date: _____

Contact Phone # 800 361 2222 E-mail

WRITTEN COMMUNICATION IS EVALUATED – DO NOT ONLY INDICATE “SEE RESUME”

CURRENT OR LAST EMPLOYER INFORMATION

Employer Umpqua Community Bank Address McHenry Ave., Modesto, CA

Position Loan & Customer Servi Employment Dates 8/2011- 7/2013 List Responsibilities below:

Currently retired.

As a Universal Associate, I worked with clients with financial needs. Referred customers to appropriate departments, e.g.: investments, real estate purchase and refinance. Trained in numerous positions with ability to multi-task while maintaining strict confidentiality.

QUESTIONNAIRE (IF NEEDED, ADD PAGES; INCLUDE YOUR NAME)

Please list community organizations to which you currently belong or previously belonged to:

Habitat for Humanity, Stanislaus

Describe your education, training, and/or any special certifications or experience:

Graduated with BA in Economics and History, Defiance College, Defiance, Ohio

HUD certified RE counselor. Currently offering classes for "First Time Home Buyers," credit counseling, pre and post purchase counseling and Identity Theft Prevention.

List your experience of serving on any previous Board, Commission, or Committee:

Vintage Faire Mall Board of Directors

Habitat for Humanity, Stanislaus, Board of Directors

Currently serving on Riverbank Budget Advisory Committee

Explain what qualifications, interests, or training would make you the best Planning Commissioner:

With strong economics training, I am sure to bring a relevant perspective to the Planning Commission.
Take a balanced approach in development of Riverbank City, with an eye towards job and housing growth.

By signing below, I declare under penalty of disqualification and termination, that all statements in this application and any attached responses are true and complete to the best of my knowledge. I accept the responsibilities of serving as a Planning Commissioner and I am able and willing to:

- Attend the required meetings and notify the Board Secretary in advance of any excused absence, if it occurs;
- Devote the time to study the materials provided in order to make sound decisions;
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I am aware that, other than my personal contact and address, this application is a public document.

SIGNATURE (required): _____ DATE: 11/18/2019

You must print and sign form.

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City of Riverbank

c/o City Clerk

6707 Third Street, Suite A

Riverbank, CA 95367

Or, emailed to aaguilar@riverbank.org

To email - scan form
with original signature .

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING THE APPOINTMENTS OF JOAN STEWART, MALLORIE FENRICH, NATASHA BASSO, AND ALTERNATE BEN REUBEN TO THE PLANNING COMMISSION EFFECTIVE JANUARY 2020

WHEREAS, the City of Riverbank Planning Commission was established and is regulated pursuant to Riverbank Municipal Code (RMC) Title III; Chapter 32; and

WHEREAS, three (3) primary seats that were held by Commissioners Joan Stewart, Mallorie Fenrich, and Melissa Hughes, and the alternate seat held by Commissioner Steve Link were scheduled to expire December 31, 2019; and

WHEREAS, pursuant to the RMC, a recruitment process was conducted beginning October, 2019, through December 3, 2019, to receive applications for consideration; and

WHEREAS, on December 12, 2019, Mayor O'Brien conducted interviews of the six (6) applicants, and in accordance with the RMC made the following recommendations to the City Council for approval:

- 1) Reappoint Joan Stewart and Mallorie Fenrich to a primary seat; 4-year term each, expiring December 2023;
- 2) Appoint Natasha Basso to a primary seat; 4-year term, expiring December 2023; and
- 3) Appoint Benjamin Reuben to the Alternate seat; 2-year term, expiring December 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the aforementioned appointments as stated. Said appointees shall begin their terms upon taking the Oath of Office, and may temporarily continue to serve beyond their expiration date until a new appointment has been made.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of January, 2020; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	January 14, 2020
Subject:	Workshop: Urban Growth Boundaries – Riverbank – Modesto
From:	Sean Scully, City Manager
Submitted by:	Sean Scully, City Manager Donna M. Kenney, Planning and Building Manager

RECOMMENDATION:

It is recommended that the City Council consider the information provided in the workshop regarding the recent updates on Modesto's Urban Limit line and consider direction for Riverbank moving forward.

SUMMARY:

In November of 2019 the Modesto City Council received a staff report and discussed the possibility of a ballot measure for the 2020 General Election which would establish an urban limit line for the City of Modesto. This is the second time in recent years that discussions and a ballot initiative has been considered regarding an urban limit line in Modesto (Measure I in 2015 lost by approximately 215 votes). This most recent discussion of an urban limit line initiative revolves around balancing the need for new development with the need to preserve agricultural land.

After hearing a presentation on the matter the Modesto City Council directed their staff to do the following:

- “begin to develop the text for a possible November 2020 ballot measure that would create an urban limit line for Modesto that balances the interests of preserving agricultural lands and family farms that grow food, providing opportunities for economic development and housing, and respecting the unincorporated communities and cities near Modesto, and also takes into account the approach utilized in Measure I that appeared on the November 2015 City election ballot that included encouraging long-term urban development to lower quality soils to the east of Modesto.”
- “develop and implement a public outreach program, including multiple public meetings to solicit input on potential compromise boundaries and related issues of mutual concern from interested parties (including those in Wood Colony, Salida and Riverbank) and stakeholders such as building, business, farming, good government and labor groups, the County of Stanislaus and the unincorporated communities, MACs and cities near Modesto. In addition, direct staff to determine whether landowners outside of Modesto's current sphere of influence support or do not support being within the

boundaries of an urban limit line. Staff may also use this opportunity to begin initial communications and outreach with these agencies and groups about the City's broader General Plan update."

- "begin efforts to comply with all laws necessary to allow an urban limit line measure to be placed on the November 2020 ballot by the City Council."
- "directing staff to include in the staff report, or other appropriate document, the potential effect of the ballot measure: (a) on economic development; (b) on the provision of adequate housing; (c) on the preservation of agricultural lands; (d) on water aquifer recharge; (e) on areas of mutual concern and cooperation between the City and unincorporated communities such as Empire, Salida, Wood Colony and County islands, and between the City and County; (f) on areas of mutual concern and cooperation between the City and other nearby cities; (g) on the comprehensive General Plan Update process that the City Council has previously authorized staff to undertake, and (h) on existing urban development allowed by the County in County islands and around Modesto, both outside the City limits."
- "directing staff to return to the City Council in the Spring of 2020 presenting items (1) to (4) listed above to the Council for final action by the Council on a November 2020 urban limit line ballot measure."

Urban limit lines that are approved through a ballot initiative are typically designed to establish clear and specific boundaries that will limit development to certain areas while at the same time (ideally) preserving farmland and open space. The key difference between this and a sphere of influence (SOI) would be that SOI's are focused more specifically on the ability to provide future municipal services to those areas whereas urban limits lines are much more interested in managing overall growth. Voter approved urban limit lines typically have a life span and requirement for ongoing review.

As with almost all policy decisions there are many debated advantages and disadvantages to urban limit lines. However, as it pertains to Riverbank the decisions that may be made regarding a possible Modesto urban limit lines should be closely monitored and discussed by the Riverbank City Council. Since the time of Modesto's meeting on this matter staff has been contacted by the City of Modesto for an initial meeting to discuss this matter. Attached is a map of a concept urban limit line that was provided in the staff report materials. There are a number of considerations for the Riverbank City Council to discuss regarding this matter just a few of which might include:

- The importance of clear land boundary delineation between Modesto and Riverbank.
- Possible impact of this initiative on current and future Riverbank development projects.
- Possible effect on upcoming General Plan Updates for Riverbank.
- Whether or not the City of Riverbank should consider establishing an urban limit line.

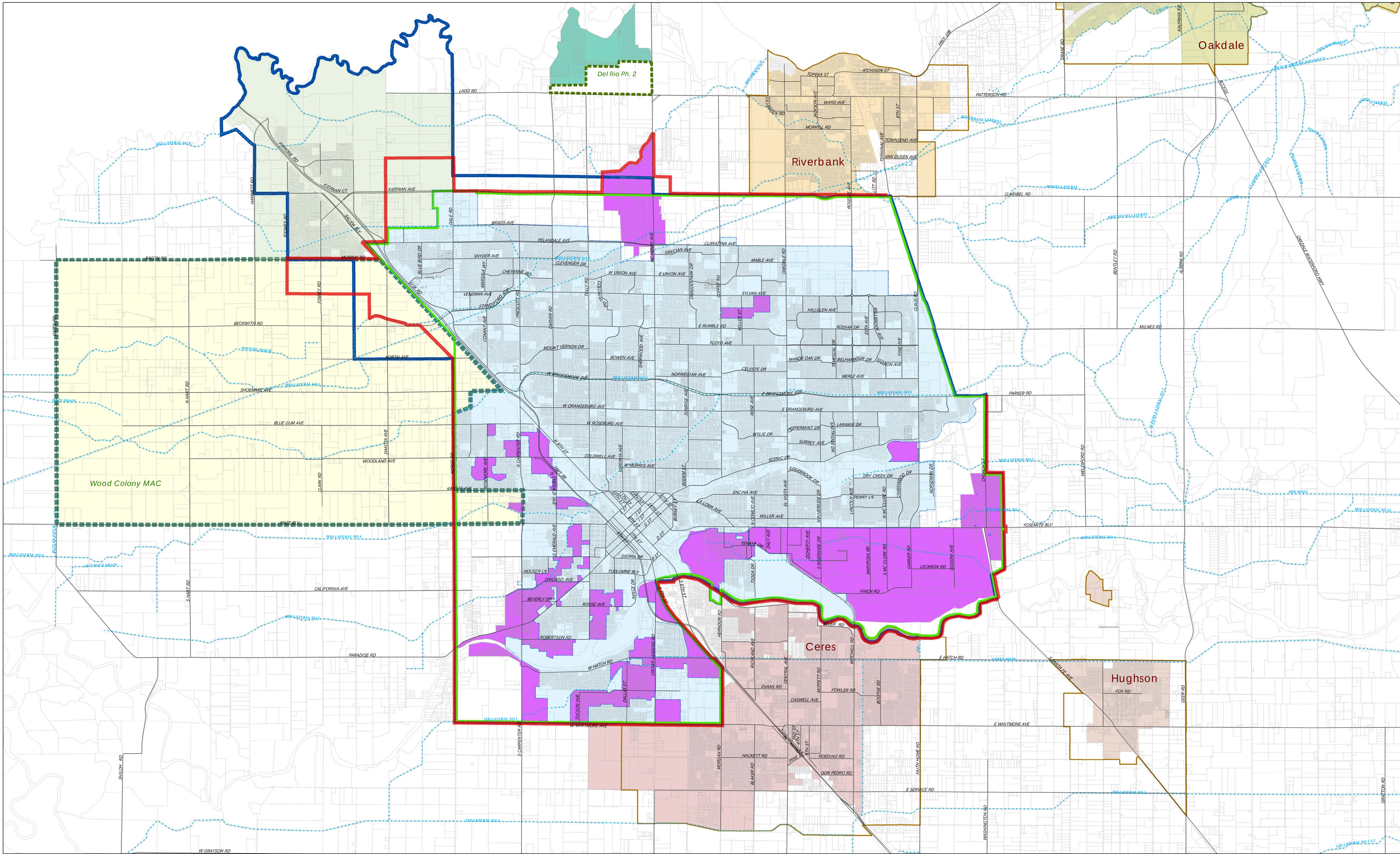
The intent of this item is to allow Council the opportunity to be updated on this matter and discuss possible City of Riverbank feedback to Modesto outreach.

FISCAL IMPACT:

No immediate financial impact as a result of this discussion.

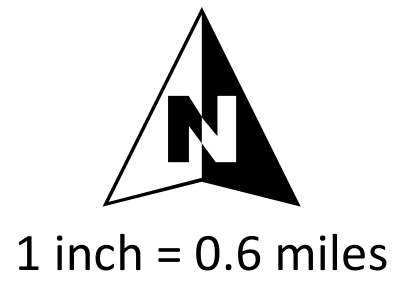
ATTACHMENTS:

1. Map



- RUL Boundary Line Concept 9-18-19
- Modesto General Plan Boundary
- Modesto Sphere of Influence
- Salida Community Plan
- Adjacent City Spheres
- Del Rio Community Plan
- County Islands

November 4, 2019
Citywide RUL Concept 11-4-19.mxd



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: January 8, 2019

Subject: Annual Consideration of City Council Appointments to Intergovernmental Boards and Committees and Appointments to Internal City Committees for the Year 2020

From: Sean Scully, City Manager

Submitted by: Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council:

- 1) Review the appointment lists; and
- 2) Volunteer or nominate a member of the Council to serve as the representative;
and
- 3) By roll call vote, ratify the appointments for the year 2020.

SUMMARY

One of the first orders of business of each year is for the City Council to review the prior year's Board and Committee appointment lists as adopted, nominate someone or volunteer for an appointment, and ratify the changes agreed upon by roll call vote.

The City's participation in various intergovernmental boards and committees provides a valuable opportunity for the City's legislative body to actively engage in the discussion and decisions that affect the residents of Riverbank, and ensure the City's best interests are taken into consideration.

In addition, Members of the City Council function in a liaison role to internal City committees which provides the opportunity for Members to share their perspectives and recommendations on matters to be addressed while, simultaneously, foster open communication and collaboration with a diverse committee of various community interests and expertise.

The 2019 ratified list of external intergovernmental boards and internal boards is provided for review and ratification of any changes made for the year of 2020.

STRATEGIC PLAN

City Council and Staff serve as city representatives fostering relationships with external agencies and community members, and at times may involve collaborating efforts on accomplishing various aspects of the strategic plan.

ATTACHMENTS

1. Prior year 2019 Adopted Boards and Committees lists.

RIVERBANK CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES
 (Last revised and ratified on 01/08/2019)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2019 - Appointments)
<u>LEAGUE OF CALIFORNIA CITIES</u> <u>CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE</u> <u>Meets:</u> Quarterly, TBD when scheduled <u>Location:</u> It rotates among the Northern and Southern central valley cities, TBD. (Annual breakfast meeting of the year takes place at the League's Annual Conference in September) The Central Valley Division (CVD) is led by an executive committee made up of local government officials who provide overall guidance and direction for CVD activities. These activities provide a variety of avenues for individuals to take the opportunity to exchange ideas and information and share the advantages of cooperative advocacy.	Councilmember Cal Campbell (Primary) Mayor Richard D. O'Brien (Alternate)
<u>LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE</u> <u>VOTING DELEGATE(S)</u> The League of California Cities is an association of California City Officials who work together to enhance their knowledge & skills, and exchange information & combine resources so that they may influence policy decisions that affect cities.	Primary and Alternate to be determined in June. (The appointment is typically made in June upon the League's request.)
<u>NORTH COUNTY CORRIDOR TRANSPORTATION</u> <u>EXPRESSWAY AUTHORITY BOARD</u> <u>Meets:</u> 3rd Wed. of every alternate month; 4:30-6:pm <u>Location:</u> Tenth Street Place, Board Chambers, 1010 10th Street (basement), Modesto The North County Corridor Transportation Expressway Authority (Authority) is the lead implementing agency for the North County Corridor State Route 108 East Route Adoption. The Authority leads the overall effort. These meetings pertain to locating the best route for the northern expressway from Hwy 99 to the eastern side of Oakdale.	Mayor Richard D. O'Brien (Primary) Vice Mayor Darlene Barber-Martinez (Alternate)

RIVERBANK CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES
 (Last revised and ratified on 01/08/2019)

BOARD / COMMITTEE	COUNCIL COUNCIL REPRESENTATIVE (2019 - Appointments)
<u>San Joaquin Valley Air Pollution Control District Special City Selection Committee</u> <u>Meets:</u> At least once annually and as needed <u>Location:</u> Northern Region Office, 4800 Enterprise Way, Modesto This Committee's purpose is to appoint (5) Council Members to the San Joaquin Valley Air Pollution Control District's Governing Board.	Vice Mayor Darlene Barber-Martinez (Primary) Councilmember Luis Uribe (Alternate)
<u>STANCOG – POLICY BOARD</u> <u>Meets:</u> The 3rd Wednesday of each month; 6:pm <u>Location:</u> 1111 I Street, Suite 308, Modesto To work together with local cities to enhance communication, cooperation and comprehensive planning in dealing with regional issues.	Mayor Richard D. O'Brien (Primary) Councilmember Cal Campbell (Alternate)
<u>STANISLAUS OFFICE OF EMERGENCY SERVICES DISASTER COUNCIL</u> <u>Meets:</u> Once a year or as necessary (tentative April 13th) <u>Location:</u> Harvest Hall Cornucopia Way, Modesto To make recommendations to local governing agencies on matters pertinent to development of mitigation, disaster preparedness, response & recovery plans, and programs for any potential local emergency.	Vice Mayor Darlene Barber-Martinez (Primary) Councilmember Luis Uribe (Alternate) (Note: The appointed Councilmember serves a 2-year term; ending 12/2020.)
<u>(NEW) STANISLAUS HOMELESS ALLIANCE BOARD (RESOLUTION NO. 2019-032)</u> <u>Meets:</u> 1st Wednesday of Each Month at 5:30 pm <u>Location:</u> Tenth Street Place, Board Chambers, 1010 10th Street (Basement), Modesto The Alliance Is A Collaborative Board Formed To Align Homeless Service, Planning, And Funding Among Stakeholders In Stanislaus County. The Board Consists Of Several Community Leaders Of Governmental And Nongovernmental Entities. A Primary Voting Member Is Appointed By The City Council Annually.	Councilmember Luis Uribe (primary) City Manager per bylaws serves as the alternate)

RIVERBANK CITY COUNCIL
INTERGOVERNMENTAL BOARDS & COMMITTEES
 (Last revised and ratified on 01/08/2019)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2019 - Appointments)
<u>Lower Stanislaus River Trail Improvement Plan Committee</u> (Resolution No. 2013-069) <u>Meets:</u> TBD <u>Location:</u> TBD Representatives of the Cities of Riverbank, Oakdale, and Ripon and the Local Government Commission and the National Park Service will be working together to enhance public use and stewardship of the lower Stanislaus River.	No representative would be assigned until further notice. Councilmember Cal Campbell was the last representative appointed
<u>STANISLAUS COUNTY WORKFORCE DEVELOPMENT BOARD</u> (formerly the Stanislaus Business Alliance Board that ended 6/2016) <u>Meets:</u> The 1st Monday of the 1st month of every quarter. <u>Location:</u> Kirk Lindsey Center, 1020 10th St. Ste.102, Modesto The WDB is a business led public body whose members are appointed by the Board of Supervisors to oversee activities funded by the Workforce Innovation and Opportunity Act. The WBD is responsible for shaping and strengthening local and regional workforce development efforts to support small, medium and large business job growth by providing services such as job search assistance, resume development, career counseling, and job placement assistance.	There is currently no vacancies on this Board. The current Government seat 2-year term will expire 06/30/2020. A Member of the Council may apply then. There is no alternate designation to this Board. (This is not Opportunity Stanislaus.)

**CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY BOARD
INTERNAL CITY COMMITTEES**

(Last revised and ratified on 01/08/2019)

CITY/LRA COMMITTEES	COUNCIL/LRA LIAISON (2019 – Appointments)
<u>BUDGET ADVISORY COMMITTEE (BAC)</u> <u>Meets:</u> As needed <u>Location:</u> City Hall Council Chambers or City Hall South Conference Room This (7) resident member advisory committee, including (1) non-voting Council representative and a Council alternate, reviews and discusses the City's operating budget and makes recommendations on projects, programs, and policies to the City Council.	Councilmember Cindy Fosi (Primary) Councilmember Luis Uribe (Alternate)
<u>FRIENDS OF JACOB MYERS PARK (JMP)</u> (A non-profit organization) <u>Meets:</u> On a monthly basis <u>Location:</u> City Hall Council Chambers Works on projects, park planning, and fundraising events.	Councilmember Cal Campbell (Primary) Councilmember Cindy Fosi (Co-Primary) Vice Mayor Darlene Barber-Martinez (Alternate)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	January 14, 2020
Subject:	Nomination and Appointment of the Vice Mayor to Serve for the Year 2020
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor for the year 2020, and by roll call vote, City Council approve the appointment for a one-year term.

SUMMARY

The City Council typically designates the Vice Mayor for a one-year term. Through nomination by the Mayor and favorable motion to approve by the majority vote of the Members of the Council. The Councilmember appointed will serve as Vice Mayor for the year 2020.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

There are no attachments to this report.