

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Council/Authority Members

District 1 - Luis Uribe

District 2 - Rachel Hernandez

District 3 - Leanne Jones Cruz

District 4 - Darlene Barber-Martinez



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

Council Chambers, 6707 Third St.

Suite B

Riverbank, CA 95367



choose civility

TUESDAY, JANUARY 24, 2023 – 6:00 P.M.

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

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 59453, SUBDIVISION (e) OF THE RALPH M. BROWN ACT (CALIFORNIA GC § 54950, ET SEQ.), THE FEDERAL AMERICANS WITH DISABILITIES. WHILE THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC, GIVEN THE STATE OF EMERGENCY REGARDING THE THREAT OF COVID-19, MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE AND COMMENT VIA THE ZOOM VIRTUAL PLATFORM. REFER TO THE LAST PAGE OF THE AGENDA FOR PARTICIPATION INFORMATION.

1. CALL TO ORDER

2. FLAG SALUTE

3. INVOCATION

4. ROLL CALL

5. AGENDA CHANGES

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)

Item 7.1 Recognition Years of Service to Eddie Negrete- It is recommended that the City Council read and present the Recognition for Years of Service to Eddie Negrete, Former Troop Leader for The Boy Scouts of America Pack 0010.

Item 7.2 Presentation Project Resolve- It is recommended that City Council receive a presentation from Katy Trompeter with Project Resolve.

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

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

9. CONSENT CALENDAR

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

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

Item 9.2 Approval of the January 10, 2023 City Council and Local Redevelopment Authority Board Minutes.

Item 9.3 **A Resolution** Accepting the Public Improvements for DMG Development, LP for Crossroads West Unit 1.

Item 9.4 **A Resolution** Approving a Reimbursement Agreement with DMG Development, LP Regarding City Payment for Joint Trench Work Along Oakdale Road, in Connection with the Crossroads West Specific Plan.

Item 9.5 **Second Reading** by Title Only of a Proposed Ordinance Amending Title XV: Building Regulations, Adoption of Standard Codes, by repealing in their entirety Sections §150.01 ADMINISTRATIVE CODE through §150.16 SOLAR /PHOTOVOLTAIC POWER SYSTEMS, and substituting them with new Sections §150.01 through §150.16 and Adopting by Reference the 2023 California Administrative, Building, Residential, Electrical, Mechanical, Plumbing Energy, Existing Building, Historical Building, Fire, and Green Building Standards and Solar/Photovoltaic Power Systems; and Amending Title XV: Land Usage, Chapter 157: WATER EFFICIENT LANDSCAPE AND IRRIGATION; Section 157.01: Purpose and Intent.

Item 9.6 **Second Reading** of the Summerfair Rezone Ordinance. The Project site address is 6448 Claus Road (APN: 062-020-001).

Item 9.7 **Second Reading** by Title Only of a Proposed Ordinance Amending Title XV: Section §153.003, DEFINITIONS, Section §153.031, USES PERMITTED, Section §153.046, USES PERMITTED, Section §153.061, USES PERMITTED, Section §153.067, USES PERMITTED, and adding Sections §153.170 through §153.177 related to Tiny House Villages.

10. PUBLIC HEARING – No Items Scheduled.

11. UNFINISHED BUSINESS

Item 11.1 **Thunderbolt Wood Treating Waiver or Reduction Request for System Development Fees-** It is recommended that Council review this report and attached materials, and consider the request of the Lovalvo Family Trust (d.b.a. Thunderbolt Wood Treating, Inc) to waive or reduce the payment of system development fees on a new building permit.

12. NEW BUSINESS

Item 12.1 **A Resolution Approving an Agreement between the City of Riverbank and the Riverbank Unified School District for School Resource Officer Services and Authorizing the City Manager to Finalize and Execute said Agreement-** It is recommended that the City Council consider adopting a Resolution that would approve an agreement between the City of Riverbank and Riverbank Unified School District for School Resource Officer (SRO) services.

Item 12.2 **A Resolution to Authorize the City Manager to submit application for grant funding under the California Department of Water Resources 2022 Urban Community Drought Relief Program.** - It is recommended that a grant application be prepared for design and construction of a Nitrate treatment system for the City's Well No. 10 to be submitted to the California Department of Water Resources through the 2022 Urban Community Drought Relief Grant Program. Proceeding with designing and constructing wellhead treatment for Nitrate at Well No. 10 has been identified to be necessary following the test pumping that was authorized by the City Council on June 14, 2022, City Council meeting and as presented to the City Council on September 13, 2022.

13. COMMENTS/REPORTS

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

Item 13.1 Staff

Item 13.2 Council/Authority Member

Item 13.3 Mayor/Chair

14. CLOSED SESSION

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

Item 14.1 **CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**
Significant Exposure to Litigation, pursuant to Gov. Code § 54956.9(d)
Number of Potential Cases: 1

15. REPORT FROM CLOSED SESSION

Item 15.1 Report from Closed Session on **Item 14.1**
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant Exposure to Litigation, pursuant to Gov. Code § 54956.9(d)
Number of Potential Cases: 1

16. ADJOURNMENT

- The next regular City Council meeting will be on February 14, 2023 at 6:00 p.m.

AFFIDAVIT OF POSTING

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

Posted this 19th Day of January, 2023

/s/ *Gabriela Hernandez, City Clerk*



ADA COMPLIANCE STATEMENT

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

NOTICE REGARDING NON-ENGLISH SPEAKERS

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



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

PUBLIC “LIVE” VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – is no longer available due to technical difficulties, which is being worked on.
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk's Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS **BEFORE THE 4:00 PM DEADLINE**

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

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the **teleconference phone number (209) 863-7151** so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/86260208607>

- Join by accessing website: <https://zoom.us/join>, enter **Webinar ID: 862 6020 8607**
- Join by telephone: **1 669 444 9171 OR 1 669 900 9128, plus Webinar ID: 862 6020 8607**

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	January 24, 2023
Subject:	Recognition for Years of Service – 2014-2022
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Barragan, Administrative Assistant-Confidential

RECOMMENDATION

It is recommended that the City Council read and present the Recognition for Years of Service to Eddie Negrete, Former Troop Leader for The Boy Scouts of America Pack 0010.

SUMMARY

The Boy Scouts of America was founded in 1910 and since then 110 million Americans have participated. The stated mission of the Boy Scouts of America is to "prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law." The youth are trained to become responsible citizens through outdoor activities, educational programs and community organizations.

Eddie Negrete served as a Troop Leader for the Boy Scouts from 2014-2022. Through this he served the community of Riverbank and has been an inspiration to others.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Certificate



In Recognition for Years of Service

2014-2022

Presented to

Eddie Negrete

In sincere appreciation of your many years of outstanding and exceptional service within the Boy Scouts of America. The Riverbank community is honored to have had you as a leader and role model. Wishing you the best for continued success.

January 24, 2023

Richard D. O'Brien
Mayor

Riverbank City Council: District 1, Luis Uribe - District 2, Vice Mayor Rachel Hernandez - District 3, Leanne Jones Cruz - District 4- Darlene Barber-Martinez
Mayor, Richard D. O'Brien

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	January 24, 2023
Subject:	Presentation – Project Resolve – Presentation by Kate Trompetter, Project Resolve.
From:	Marisela H. Garcia, City Manager
Submitted by:	Ed Ridenour, Police Chief

RECOMMENDATION

It is recommended that the City Council receive a presentation from Kate Trompetter who facilitates Project Resolve.

SUMMARY:

Project Resolve is a network resolved to build and sustain trust and strong relationships between law enforcement and the community through ongoing testing, learning, and adapting. Project Resolve is about asking the hard questions and figuring out how to create a better, more caring, more empathetic, prosperous community.

Today, Project Resolve is comprised of local law enforcement leaders and roughly 40 members of our community. We are resolved to better understand each other and what this community needs for the relationships between our residents and our law enforcement to be based on trust, respect, accountability, and a safe and healthy community.

FINANCIAL IMPACT

There is no financial impact with the report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 24, 2023
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

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

SUMMARY

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

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 24, 2023
Subject:	Approval of the January 10, 2023 City Council and Local Redevelopment Authority Board Minutes
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of January 10, 2023, as presented.

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. The January 10, 2023 City Council and Local Redevelopment Authority Board Minutes.

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Council/Authority Members:
District 1 -Luis Uribe
District 2- Rachel Hernandez
District 3- Leanne Jones Cruz
District 4 -Darlene Barber-Martinez



CITY OF RIVERBANK

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

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



MINUTES

TUESDAY, JANUARY 10, 2023 – 6:00 P.M.

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

- 1. CALL TO ORDER** - Mayor / Chair Richard D. O'Brien called the meeting to order at 6:00 P.M.
- 2. FLAG SALUTE** - Mayor / Chair Richard D. O'Brien led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the invocation.
- 4. ROLL CALL** – A Roll Call of councilmembers was done by the City Clerk.

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

Council Member / Authority Member District 1 Luis Uribe
Council Member / Authority Member District 2 Rachel Hernandez
Council Member / Authority Member District 3 Leanne Jones Cruz (ABSENT)
Council Member / Authority Member District 4 Darlene Barber-Martinez
Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES

Include Item 11.4 New Business- Resolution Declaring the Existence of a Local Emergency in Response to the 2023 Winter Storms

Remove Item 7.1 Presentations- Presentation Project Resolve

6. CONFLICT OF INTEREST: *Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.*

7. PRESENTATIONS (Informational only)

Item 7.1 **Presentation Project Resolve-** It is recommended that City Council receive a presentation from Katy Trompetter with Project Resolve.

Removed from the Agenda to bring back at the next regular City Council Meeting on January 24, 2023.

8. PUBLIC COMMENTS (No action can be taken)

*At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.*

Mayor O'Brien Opened Public Comment at 6:02 P.M.

Vicki Holt, Riverbank Library Branch Manager commented on the classes and events available this month at the Stanislaus County Library, Riverbank Branch. All Possible through the eighth of a cent sales tax that goes to the programs.

Thelma Louise, Riverbank Resident commented on the concern for the Homeless population to be moved to a higher ground due to the heavy rain storms and flood.

Residents who spoke in opposition of the Riverwalk Project

*Karen Conrotto, Modesto Resident
Karen Mitchell, Modesto Resident
Jamie Aggers, Modesto Resident
Barney Aggers, Modesto Resident*

There being no further public comments, Mayor O'Brien closed the Public Comment period at 6:13 P.M.

9. CONSENT CALENDAR

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

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

Item 9.2 Approval of the December 13, 2022 City Council and Local Redevelopment Authority Board Minutes.

Mayor O'Brien Opened Public Comment at 6:14 P.M.

City Clerk the Draft minutes should reflect Mrs. Karen Conrotto made comment on the Prop 218 Sewer Rate Increase Not Opposition.

Mayor O'Brien Closed Public Comment at 6:15 P.M.

There being no public comments, Mayor O'Brien brought the item back to City Council.

ACTION: By motion moved and seconded (Uribe/ Barber-Martinez 4/0) to approve the consent calendar with changes.

Motion carried by unanimous City Council and LRA Board roll call vote:

AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien

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

10. PUBLIC HEARINGS

The Public Notice for Item 10.1, Item 10.2, and Item 10.3 was Published on December 28th, 2022 in the Riverbank News.

Item 10.1 **First Reading by Title Only and Introduction of a Proposed Ordinance Amending Title XV: Building Regulations, Adoption of Standard Codes, by repealing in their entirety Sections §150.01 ADMINISTRATIVE CODE through §150.16 SOLAR /PHOTOVOLTAIC POWER SYSTEMS, and substituting them with new Sections §150.01 through §150.16 and Adopting by Reference the 2023 California Administrative, Building, Residential, Electrical, Mechanical, Plumbing Energy, Existing Building, Historical Building, Fire, and Green Building Standards and Solar/Photovoltaic Power Systems; and Amending Title XV: Land Usage, Chapter 157: WATER EFFICIENT LANDSCAPE AND IRRIGATION; Section 157.01: Purpose and Intent.-** It is recommended that the City Council introduce and pass to a second reading an Ordinance adopting the 2023 California Building Codes as referenced above.

Building and Planning Manager Kenney presented a comprehensive Staff Report & Power Point Presentation on the First Reading and Introduction of a Proposed Ordinance Amending Title XV: Building Regulations, Adoption of Standard Codes, by repealing in their entirety sections §150.01 ADMINISTRATIVE CODE through §150.16 SOLAR /PHOTOVOLTAIC POWER SYSTEMS, and substituting them with new Sections §150.01 through §150.16 and Adopting by Reference the 2023 California Administrative, Building, Residential, Electrical, Mechanical, Plumbing Energy, Existing Building, Historical Building, Fire, and Green Building Standards and Solar/Photovoltaic Power Systems; and Amending Title XV: Land Usage, Chapter 157: WATER EFFICIENT LANDSCAPE AND IRRIGATION; Section 157.01: Purpose and Intent

City Council discussed item with staff.

Mayor O'Brien opened the Public Hearing at 6:20 P.M.

Mayor O'Brien closed Public Hearing at 6:20 P.M.

There being no public comments, Mayor O'Brien brought the item back to City Council.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe 4/0) to approve and pass to a second reading **Ordinance 2023-XXX** adopting the 2023 California Building Codes as referenced.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: Jones Cruz / ABSTAINED: None*

Item 10.2 **First Reading by Title Only and Introduction of Summerfair General Plan Amendment, Rezone, Architecture and Site Plan Review, and**

Mitigated Negative Declaration Project- It is recommended that the City Council listen to the presentation, take public comment, and consider approving the Ordinance and Resolutions for the Summerfair General Plan Amendment, Rezone, Architecture and Site Plan Review, and Mitigated Negative Declaration Project.

Building and Planning Manager Kenney presented a comprehensive Staff Report & Power Point Presentation on the First Reading and Introduction of Summerfair General Plan Amendment, Rezone, Architecture and Site Plan Review, and Mitigated Negative Declaration Project.

City Council discussed item with staff.

Mayor O'Brien opened the Public Hearing at 6:30 P.M

Mayor O'Brien closed Public Hearing at 6:30 P.M.

There being no public comments, Mayor O'Brien brought the item back to City Council.

ACTION: By motion moved and seconded (Uribe / Hernandez 4/0) to approve Summerfair **Resolution 2023-001 General Plan Amendment and Resolution 2023-002 Architecture and Site Plan Review** and pass to a second reading **Ordinance 2023-XXX** Approving the Rezoning for the project known as Summerfair Commerce Center.

Motion carried by unanimous City Council and LRA Board roll call vote:

AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien

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

Item 10.3 **First Reading by Title Only and Introduction of a Proposed Ordinance Amending Title XV: Section §153.003, DEFINITIONS, Section §153.031, USES PERMITTED, Section §153.046, USES PERMITTED, Section §153.061, USES PERMITTED, Section §153.067, USES PERMITTED, and adding Sections §153.170 through §153.177 related to Tiny House Villages.** It is recommended that the City Council introduce and pass to a second reading an Ordinance permitting and providing development standards for tiny house villages in residential zones.

David Niskanen, Consultant with JB Anderson Land Use Planning presented a comprehensive Staff Report & Power Point Presentation on the First Reading and Introduction of a Proposed Ordinance related to Tiny House Villages.

City Council discussed item with Consultant and City Staff.

Mayor O'Brien opened the Public Hearing at 6:50 P.M.

Mayor O'Brien closed Public Hearing at 6:51 P.M.

Public Hearing reopened at 6:51 P.M.

Resident Evelyn Halbert commented on clarification is this a zoning ordinance amendment to change the municipal code to allow Tiny Villages, but you are not amending the General Plan, would they be compliant with each other? The zoning areas that you are doing this on the R1, R2, R3 and CX1 those are General Plan Zonings, so it would apply to General Plan Areas, if my understanding is right? But the specific plan areas, be it Downtown, Crossroads, wherever the Specific Plans are, were all rezoned to the Specific Plans, when the Specific Plans came out. So, it would not affect us, unless you came back and rezoned us back to these zonings?

Consultant David Niskansen, clarified we are not proposing to amend the General Plan, just the riverbank Municipal Code. Tiny House Villages would have to adhere to the GP Policies and then City Requirements. Second, we are not amending any individual General Plan Land Use designations, just amending the R1, R2, R3, CX1 Zoning Districts. As it relates to the Specific Plans, were not suggesting to amend the individual specific plans and this would apply to the main Municipal Code zoning districts of R1, R2, R3, CX1, so it would not apply.

Mayor O'Brien closed Public Hearing at 6:54 P.M.

There being no public comments, Mayor O'Brien brought the item back to City Council.

ACTION: By motion moved and seconded (Hernandez / Uribe 4/0) to approve and pass to a second reading **Ordinance 2023-XXX** permitting and providing development standards for tiny house villages in residential zones.

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: Jones Cruz / ABSTAINED: None

11. NEW BUSINESS

Item 11.1 **Nomination and Appointment of the Vice Mayor to serve for the year 2023-** It is recommended that the Mayor nominate a Councilmember to serve as Vice Mayor for the year 2023, and by roll call vote, City Council approve the appointment for a one-year term.

Mayor O'Brien introduced the item and nominated Councilmember Rachel Hernandez for the appointment of the Vice Mayor to serve for the year 2023 and asked the City Council to approve the appointment for a one-year term by roll call vote.

Councilmember Hernandez accepted the nomination.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: By motion moved and seconded (Uribe / Barber-Martinez 4/0) to approve **the appointment of Councilmember, District 2 Rachel Hernandez to Vice Mayor for the year 2023.**

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: Jones Cruz/ ABSTAINED: None*

Item 11.2 **Annual Consideration of the City Council Appointments to Intergovernmental Boards and Committees and Appointments to the Internal City Committees for the year 2023.** – 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 2023.

City Clerk Hernandez presented a comprehensive staff report and PowerPoint Presentation on the Annual Consideration of the City Council Appointments to Intergovernmental Boards and Committees and Appointments to the Internal City Committees for the year 2023.

City Council discussed annual appointments to Intergovernmental Boards and Committees and Appointments to Internal City Committees for the Year 2023.

Mayor O'Brien Opened Public Comment at 7:04 P.M.

Mayor O'Brien Closed Public Comment at 7:04 P.M.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (Hernandez/Uribe 4/0) to ratify the **Appointments to Intergovernmental Boards and Committees and Appointments to the Internal City Committees for the Year 2023** as follows:*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: Jones Cruz/ ABSTAINED: None*

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2023 - Appointments)
<u>LEAGUE OF CALIFORNIA CITIES 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.	Vice Mayor Rachel Hernandez (Primary) Councilmember Luis Uribe (Alternate)
<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.	Councilmember 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) Vice Mayor Rachel Hernandez (Alternate)
<u>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 Darlene Barber Martinez *(primary) *If and when the final decision is made by the East County Cities to assign Riverbank as the second representative city. City Manager (per bylaws serves as the Alternate)

BOARD / COMMITTEE	COUNCIL REPRESENTATIVE (2023 - Appointments)
<u>STANISLAUS OFFICE OF EMERGENCY SERVICES</u> <u>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.	Councilmember Luis Hernandez (*Primary) Vice Mayor Rachel Hernandez (Alternate) (*Note: The appointed Councilmember serves a 2-year term; ending 12/2025.)
<u>(NEW) “INTEREST GROUP MEMBER” OF THE 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> 251 E. Hackett Road, 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 WDB 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.	Councilmember Darlene Barber- Martinez (Primary) Councilmember Leanne Jones Cruz (Alternate) (Note: The Stanislaus County Workforce Development Agency is a County Agency; not to be confused with Opportunity Stanislaus Agency, which is a nonprofit organization; a separate entity.)
<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.	Councilmember Leanne Jones Cruz (Primary) Councilmember Darlene Barber Martinez (Alternate)

CITY / LRA COMMITTEES	COUNCIL / LRA LIAISON (2023 – 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 Luis Uribe (Primary) Councilmember Rachel Hernandez (Alternate) (Note: This committee has been inactive for the past (3) years.)
<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 Darlene Barber-Martinez (Primary) Councilmember Rachel Hernandez (Alternate)
<u>SISTER CITY</u> <u>Meets:</u> <u>Location:</u>	Councilmember Luis Uribe (Primary) Councilmember Rachel Hernandez (Primary)

Item 11.3 **Adjustments to the 2023 Regular City Council Meetings Schedule-** It is recommended that the City Council cancel the regular City Council meetings of July 11th, August 8th, November 28th and December 26th, for a modified summer schedule and to minimize conflicts with Holiday Activities.

City Council discussed item with staff.

City Manager Garcia gave a comprehensive staff report on the suggested adjustments to the City Council Meetings Schedule for 2023 to cancel the meetings of July 8 August 11, November 28, and December 26, for a modified summer schedule and to minimize conflicts with Holiday activities by a roll call vote.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: By motion moved and seconded (Uribe / Hernandez 4/0) to approve the **cancellation of the July 8th, August 11th, November 28th, and December 26th, 2023** City Council meetings, for a modified summer schedule and to minimize conflicts with Holiday activities.

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: Jones Cruz/ ABSTAINED: None

Item 11.4 **A Resolution Declaring the Existence of a Local Emergency in Response to the 2023 Winter Storms-** It is recommended that the City Council consider adopting a Resolution declaring the existence of a local emergency in response to the 2023 winter storms. (Consideration of this item is subject to a majority vote by the City Council for inclusion to the agenda pursuant to Cal. Gov. Code §54954.2(b)(1).

RECOMMENDATION:

By motion moved and seconded (Uribe / Hernandez 4/0) to consider **Item 11.4 Resolution Declaring the Existence of a Local Emergency in Response to the 2023 Winter Storms.**

City Manager Garcia gave a comprehensive staff report on the existence of a local emergency in response to the 2023 winter storms.

City Council discussed item with Staff.

Mayor O'Brien Opened Public Comment at 7:14 P.M.

Mayor O'Brien Closed Public Comment at 7:14 P.M.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: By motion moved and seconded (Barber-Martinez / Uribe4/0) to approve **Resolution 2023-003 Declaring the Existence of a Local Emergency in Response to the 2023 Winter Storms.**

Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: Jones Cruz / ABSTAINED: None

12. COMMENTS/REPORTS

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

Item 12.1 Staff

City Manager Garcia advised the City Council and the public on the following items:

- *Reminding Residents there are Self-Serve Sand bags located at our Public Works Corporation Yard, at 2902 High Street. Please bring your own shovels, we do have bags and sand available for those who may have concerns of potential flooding.*
- *City Offices will be closed on Monday, January 16, 2023 in observance of Martin Luther King Day.*

Item 12.2 Council/Authority Member

Councilmember Uribe reported on the following:

- *Will be meeting with Assemblymember Heath Flora's Representative on Tuesday, January 17th to discuss our Recycled Water Project. On the hopes of getting an allocation from the state budget and requesting letters of support.*

Councilmember Barber-Martinez reported on the following:

- *Attended the Opportunity Stanislaus Annual Investors Meeting hoping to find out who the representative from the organization is for our City.*
- *HotWorx which is located in the Crossroads Shopping Center will be having their Grand Opening tomorrow from 3:00 P.M. to 5:00 P.M.*
- *The SHA (Stanislaus Homeless Alliance) meeting is tomorrow at 1010 Tenth Street from 5:30 P.M to 7:30 P.M. All are welcome!*
- *Shared a quote with fellow councilmembers from Andrew Carnegie "Teamwork is the ability to work together toward a common vision. The ability to direct individual accomplishments toward organizational objectives. It is the fuel that allows common people to attain uncommon results." Look forward to continue to work with all of you, to continue to move our city forward.*

Councilmember Jones Cruz (ABSENT)

Vice Mayor Hernandez reported on the following:

- *Thank you for the trust to serve in the capacity as Vice Mayor this year.*
- *Appointed by the Cal Cities Latino Caucus to serve for one-year term on Community Services Policy Committee, will be attending regularly scheduled meetings and representing the central Valley and our community in that capacity. Will be keeping everyone updated.*
- *Will be attending the Calcities New Mayors and Councilmembers Academy next week, did not get attend last year. Hoping to gain more knowledge and meet new people.*

Item 12.3 Mayor/Chair

Mayor O'Brien reported on the following:

- *Concerned with the amount of car donuts that are being done, we need to start efforts to curve that. Also, a lot of speeding in neighborhoods without regard for stop signs and people on the street. Hopefully Police Services can help with those efforts, and nip it.*
- *Public Works Department have done a great job and have kept the Streets and Parks safe and clear of water.*
- *Mark your calendars for March 25th for Blight Reduction Day hosted by Caltrans, anything you need to get rid of, that you can not get to the dump and we don't want*

dumped on the side of the road. Tires, paints, computers, plastic, anything around your house that would like to get rid of. Caltrans is trying to avoid all those items from being dumped on the side of the roads.

- *There have been some changes to the ARPA (American Rescue Plan) categories that we can spend on, we don't foresee Riverbank needing to go to those new categories.*

13. CLOSED SESSION

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

Item 13.1 **LIABILITY CLAIMS**

(Pursuant to Government Code § 54961)

Claimant: Diego Hernandez

Agency Claimed Against: City of Riverbank

There being No Public Comment, Mayor O'Brien adjourned to Closed Session at 7:22 P.M.

Reconvened from Closed Session at 7:30 P.M.

14. REPORT FROM CLOSED SESSION

Item 14.2 Report from Closed Session on **Item 13.1**

LIABILITY CLAIMS

(Pursuant to Government Code § 54961)

Claimant: Diego Hernandez

Agency Claimed Against: City of Riverbank

ACTION: *Claim was rejected by City Council with a vote of 4/0.*

14. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 7:30 P.M. to the next regular scheduled City Council / LRA Meeting of January 24, 2023 at 6:00 p.m.

ATTEST: (Adopted 1/24/2023)

APPROVED:

Gabriela Hernandez
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor/ Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date: January 24, 2023

Subject: Resolution Accepting the Public Improvements for DMG Development, LP for Crossroads West Unit 1

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION:

Council to adopt Resolution accepting the public improvements required by the Planning Commission and City Council constructed by DMG Development, LP for Crossroads West Unit 1.

SUMMARY:

DMG Development, LP has completed the construction of public improvements for Crossroads West Unit 1 subdivision as required by the Planning Commission and City Council of the City of Riverbank.

The public improvements completed by DMG Development, LP for Crossroads West Unit 1 subdivision have been inspected by the Sr. Construction Inspector and are acceptable. These public improvements consist of pavement, curb, gutter, sidewalk, storm drain collection system, water distribution system, sewer collection system, street lighting system, and landscaping. DMG Development, LP will provide a one (1) year maintenance bond for the public improvements as required by City Ordinance.

It is recommended that the Council adopt a resolution accepting the public improvements as required by the Planning Commission and City Council.

FINANCIAL IMPACT:

A Community Facilities District was formed to cover the maintenance of this development. There is no financial impact to the City.

ATTACHMENTS:

1. Resolution 2023-

CITY OF RIVERBANK

RESOLUTION 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, ACCEPTING
THE PUBLIC IMPROVEMENTS CONSTRUCTED BY DMG DEVELOPMENT, LP FOR
CROSSROADS WEST UNIT 1**

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

WHEREAS, DMG Development, LP is the developer for Crossroads West Unit 1
PM No. 01-2020 (15.54 acres and 91 Single Family Residential Units); and

WHEREAS, The Council adopted Resolution 2021-016 on April 13, 2021,
authorizing the City Engineer to record the final map for DMG Development, LP for
Crossroads West Unit 1 subdivision, upon determination that all conditions, fees and
bonding required with the map have been provided; and

WHEREAS, DMG Development, LP for Crossroads West Unit 1 subdivision has
completed the construction of the public improvements; and

WHEREAS, Sr. Construction Inspector has inspected the public improvements
and determined they were constructed in accordance with the approved improvement
plans and City of Riverbank Standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE
CITY OF RIVERBANK DOES HEREBY FIND** that the City Council of City of Riverbank
hereby accepts the public improvements constructed by DMG Development, LP for
Crossroads West Unit 1 subdivisions consisting of pavement, curb, gutter, sidewalk,
storm drain collection system, water distribution system, sewer collection system, street
lighting system, and landscaping:

PASSED AND ADOPTED by the City Council of the City of the City of Riverbank
at a regular meeting held on the 24th day of January 2023; motioned by Councilmember
_____, seconded by Councilmember _____, and upon roll call was
carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Gabriela Hernandez
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: January 24, 2023

Subject: A Resolution Approving a Reimbursement Agreement with DMG Development, LP Regarding City Payment for Joint Trench Work Along Oakdale Road, in Connection with the Crossroads West Specific Plan

From: Marisela H. Garcia, City Manager

Submitted By: Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 2023-XXX, approving a Reimbursement Agreement with DMG Development, LP (also known as FCB Homes) regarding City payment for Joint Trench Work along Oakdale Road, in connection with the Crossroads West Specific Plan.

BACKGROUND

The attached Reimbursement Agreement ("Agreement") with DMG Development, LP relates to joint trench work along Oakdale Road, in connection with the Crossroads West Specific Plan ("Specific Plan").

DMG Development, LP ("Developer") is developing 228 residential lots in the Specific Plan. The Development Agreement for Crossroads West provides that City will construct some of the public improvements for the Specific Plan, specifically those that are included in City's Capital Improvement Plan. One of these City improvements are improvements to Oakdale Road, which include street widening, striping, storm drainage upgrades, curb gutter and sidewalks, landscaping, and the joint trench work for undergrounding utilities ("Oakdale Road Improvements").

On August 8, 2022, the City Council modified the City's five (5) year Capital Improvement Plan which allowed the Oakdale Road Improvements to occur sooner.

Staff then conducted a bid process for the Oakdale Road Improvements. On September 13, 2022, the City Council rejected all bids for the Oakdale Road Improvements due to proposed costs and the fact that bids received were unbalanced. City Council directed

Staff to re-bid the Oakdale Road Improvements at a later date without the joint trench work component, so long as Developer could complete the joint trench work at lower cost to the City.

For City Council's consideration is an Agreement where City would reimburse Developer for the cost of the joint trench work along Oakdale Road. Staff has reviewed and approved the cost of work provided by Developer in the amount of \$738,586.15. Staff is recommending approval of the Agreement to facilitate development of Crossroads West and the Oakdale Road Improvements, and also because of the cost benefits to the City of having Developer complete the joint trench work. Once the joint trench work is finished, Staff would conduct another bid process for the remaining Oakdale Road Improvements.

SUMMARY OF REIMBURSEMENT AGREEMENT

As contained in the attached Agreement, Developer and City Staff have agreed to the following terms:

- Developer will construct the joint trench work along Oakdale Road. The joint trench work is estimated to cost approximately \$738,586.15.
- City will pay the cost of the joint trench work from its Transportation System Development Fee Fund. City will reimburse Developer in progress payments, as Developer incurs costs for the joint trench work.
- Any change orders regarding additional repayment to Developer will be left to the discretion of the City Engineer and the City Manager.

With approval of the Agreement, Developer can commence the joint trench work, and once complete City can go to bid for the remainder of the Oakdale Road improvements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

The joint trench work being approved under the attached Agreement is part of the Specific Plan Environmental Impact Report (SCH# 2017032062) ("Final EIR"), certified in January 2019. No new circumstances have occurred which would change the analysis in the Final EIR.

The joint trench work is also exempt from environmental review pursuant to CEQA Guidelines section 15301 (Existing Facilities). The joint trench work, as further described in the Agreement, involves constructing a trench along Oakdale Road to underground existing electric, telecommunications, and cable facilities. The joint trench work is a minor alteration to existing utility facilities along Oakdale Road.

FINANCIAL IMPACT

Costs to the City under the Agreement involve reimbursement to Developer in the amount of \$738,586.15, paid from City's Transportation System Development Fee Fund.

ATTACHMENTS

1. Resolution 2023-
2. Exhibit A: Reimbursement Agreement with DMG Development, LP

CITY OF RIVERBANK

RESOLUTION 2023-

**A RESOLUTION OF THE RIVERBANK CITY COUNCIL
APPROVING A REIMBURSEMENT AGREEMENT WITH DMG DEVELOPMENT, LP
REGARDING JOINT TRENCH WORK ALONG OAKDALE ROAD,
IN CONNECTION WITH THE CROSSROADS WEST SPECIFIC PLAN**

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

WHEREAS, DMG Development, LP (“Developer”) is developing 228 residential lots in the Crossroads West Specific Plan (“Specific Plan”); and

WHEREAS, City plans to undertake certain improvements to Oakdale Road for development of the Specific Plan, which include street widening, striping, storm drainage upgrades, curb gutter and sidewalks, landscaping, and joint trench work for utilities (“Oakdale Road Improvements”); and

WHEREAS, the Oakdale Road Improvements are included in City’s Capital Improvement Plan. On August 8, 2022, the City Council modified the City’s five (5) year Capital Improvement Plan so the City could complete the Oakdale Road Improvements in Fiscal Year 2022-2023; and

WHEREAS, the Development Agreement for the Specific Plan provides that developers who construct the Oakdale Road Improvements can receive reimbursement through the City’s System Development Fee (“SDF”) program; and

WHEREAS, Developer has agreed to complete the joint trench work component of the Oakdale Road Improvements, so long as City reimburses Developer for the cost of work; and

WHEREAS, Developer and City Staff have negotiated a Reimbursement Agreement (“Agreement”), attached hereto as **Exhibit A**, where Developer will complete the joint trench work along Oakdale Road, and City will repay Developer for its cost of work in the amount of \$738,586.15; and

WHEREAS, the purpose of this Resolution is to approve the attached Agreement, authorize the City Manager to execute the attached Agreement, and to direct the City Manager or his or her designee to carry out the terms of the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED, based on the testimony presented and its independent review and judgment, the City of Riverbank City Council hereby approves the Agreement with DMG Development, LP attached hereto as **Exhibit A**.

The City Council hereby authorizes the City Manager to execute the Agreement, subject to any minor revisions approved by the City Attorney, and directs the City Manager or his or her designee to take all acts necessary and incidental to carry out the terms of the Agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2023; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

**ATTACHMENT: EXHIBIT A: Reimbursement Agreement with DMG Development, LP
Regarding Joint Trench Work Along Oakdale Road**

**REIMBURSEMENT AGREEMENT
RELATED TO THE CROSSROADS WEST SPECIFIC PLAN**

This **REIMBURSEMENT AGREEMENT RELATED TO THE CROSSROADS WEST SPECIFIC PLAN** (“Agreement”) is entered into by and between the City of Riverbank, a California municipal corporation (“City”), and DMG Development, a California limited partnership (“Developer”). City and Developer may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. In February 2019, the Riverbank City Council (“City Council”) adopted the Crossroads West Specific Plan (“Specific Plan”), which establishes a comprehensive development plan and regulatory framework for development of approximately 380 acres within City limits.

B. Developer owns or controls certain real property within the Specific Plan consisting of approximately 39.36 gross acres, more specifically described as Unit 1 (lots 1 through 91) and Unit 2 (lots 1 through 137).

C. Development of the Specific Plan requires the financing and construction of certain public improvements, including improvements to Oakdale Road which involve street widening, striping, storm drainage improvements, curb gutter and sidewalks, landscaping, and joint trench work for utilities (“Oakdale Road Improvements”).

D. On November 12, 2019, City Council adopted Ordinance No. 2019-007, approving a Development Agreement between City and certain landowners within the Specific Plan (recorded as Document No. 2020-0047067-00), which establishes certain rights and obligations relating to development of the Specific Plan.

E. Section 6.03 of the Development Agreement provides that developers of the Specific Plan may construct portions of the Oakdale Road Improvements and receive reimbursement from City’s System Development Fees.

F. Developer has agreed to complete the joint trench work component of the Oakdale Road Improvements, which is more specifically described in **Exhibit A** attached hereto (“Joint Trench Work”).

G. On March 8, 2022, City Council authorized the use of funds from City’s Transportation System Development Fee Fund (“Transportation SDF Fund”) to pay for the Joint Trench Work.

H. Developer will complete the Joint Trench Work, and City will repay Developer for the Joint Trench Work, subject to the terms and conditions of this Agreement.

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

AGREEMENT

Section 1. Construction of Joint Trench Work. Developer will construct the Joint Trench Work in conformance with the approved improvement plans for the Joint Trench Work, a portion of which are attached hereto as **Exhibit A**. The Joint Trench Work will be completed in accordance with all applicable federal, state, and local requirements, standards, and policies. Developer must obtain all applicable City permits prior to commencing the Joint Trench Work.

Section 2. City Repayment to Developer.

(a) *Repayment Amount.* City will repay Developer for the cost of the Joint Trench Work from City's Transportation SDF Fund, in the amount of Seven Hundred Thirty-Eight Thousand Five Hundred Eighty-Six and 15/100 Dollars (**\$738,586.15**) ("Repayment Amount"). The Parties acknowledge that the Repayment Amount is based on cost estimates for the Joint Trench Work provided by Developer and reviewed by the City Engineer, attached hereto as **Exhibit B**. City represents that its Transportation SDF Fund has sufficient funds for City to transmit the Repayment Amount to Developer. Upon execution of this Agreement, City will transfer the Repayment Amount to a restricted City account ("Project Account") for purposes of this Agreement.

(b) *Changes to Repayment Amount.* The City Engineer in his or her sole discretion may authorize in writing adjustments to the Repayment Amount for the Joint Trench Work (*e.g.*, increases to the Repayment Amount due to change orders). Unless authorized in writing by the City Engineer, City will not be obligated to compensate additional costs incurred by Developer beyond the Repayment Amount. Failure of Developer to secure such written authorization from the City Engineer shall constitute a waiver of any and all rights to adjustment of the Repayment Amount. In the event of any disagreement between Developer and the City Engineer regarding adjustments to the Repayment Amount, Developer may appeal the City Engineer's determination to the City Manager, whose decision will be final.

(c) *Method of Payment.* Developer may submit progress payment requests in writing to City ("Reimbursement Request"). Any Reimbursement Request shall include supporting invoices for the work completed. City will transmit funds from the Project Account to Developer upon receipt of a Reimbursement Request. Prior to granting any Reimbursement Request, City reserves the right to verify that the work included in any Reimbursement Request has been completed. Developer will use all funds received from the Project Account solely for expenses relating to the Joint Trench Work. City will be under no obligation to grant any Reimbursement Request that would exceed the Repayment Amount.

Section 3. Developer Obligations. Developer will be subject to the following obligations when performing all construction activities associated with Joint Trench Work (the “Work”) authorized under this Agreement:

- (a) Complete the Work in conformance with all applicable City standards;
- (b) Furnish and pay for all necessary equipment, labor and materials to complete the Work;
- (c) Perform the Work under the supervision and inspection of the City Engineer and his or her designee. Developer will at all times maintain safe access for inspection of the Work;
- (d) Replace or repair all public improvements, private property, public utility facilities, and surveying or subdivision monuments that are destroyed or damaged in the performance of the Work. Any such repair or replacement Work will be completed to the satisfaction, and subject to the approval, of the City Engineer;
- (e) Give good and adequate warning to the public of each and every dangerous condition existing on or near the Work area, and take reasonable action to protect the public from any such dangerous condition;
- (f) Perform all construction activities between 7:00 a.m. and 7:00 p.m. on any day, unless otherwise approved in writing by the City Engineer;
- (g) Require each contractor and subcontractor to have a competent foreman at the Work site at all times when that contractor or subcontractor, or any employee or agent thereof, is performing the Work;
- (h) Obtain and comply with all necessary permits and licenses for completion of the Work, give all necessary notices, and pay all fees and taxes as required by law.

Section 4. Termination. This Agreement will automatically terminate once City accepts the finished Joint Trench Work, and Developer receives the Repayment Amount.

Section 5. Recordkeeping. Developer will maintain complete and accurate accounting and bookkeeping for the Joint Trench Work. Upon City’s request, Developer will provide a statement of the monies expended for the Joint Trench Work, as well as all invoices, progress payments, or such other documentation detailing all expenses paid for the Joint Trench Work. City and its employees, accountants, attorneys and agents may review, inspect, copy and audit records relating to the Joint Trench Work.

Section 6. Cooperation Between City and Developer. City agrees to cooperate with Developer, on a timely basis, in securing all permits, licenses, and approvals that may be required for the Joint Trench Work. In return for City’s cooperation, Developer will provide any additional information related to the Joint Trench Work requested by City.

Section 7. Indemnity. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, employees, consultants, and agents (collectively, “City’s Agents”) from and against all liabilities, actions, and damages (collectively, the “Liabilities”) which arise from this Agreement or the Joint Trench Work done by Developer, except to the extent that such Liabilities arise from City’s breach of this Agreement or City’s gross negligence or willful misconduct.

Section 8. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by registered or certified mail, or by Federal Express, UPS or other similar couriers providing overnight delivery, or by email. If personally delivered, a notice will be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication will be deemed to have been received on the first to occur of (a) actual receipt by any of the addressees specified below, or (b) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication will be deemed to have been received on the date delivered as shown on a receipt issued by the courier. If given by email, such notice or communication will be deemed to have been received based on the date delivered as shown on the sent email. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address to which such notice or communication will be given. Notices or communications will be given to the Parties at their addresses set forth below:

City:	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: City Manager Email: mhgarcia@riverbank.org
<i>with copy to:</i>	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: Development Services Director Email: kcleek@riverbank.org
<i>and</i>	City of Riverbank 6707 Third Street Riverbank, CA 95367 Attn: Finance Director Email: talcantor@riverbank.org
Developer:	Thomas Doucette 10100 Trinity Pkwy, Suite 420 Stockton, CA 95219 Email: tdoucette@fcbhomes.com

Section 9. General Provisions.

(a) *Recitals.* The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and the provisions contained in this Agreement, the provisions will prevail.

(b) *Exhibits.* All exhibits attached hereto are incorporated into and made part of this Agreement.

(c) *Governing Law; Venue.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Venue for all legal proceedings shall be in the Superior Court for Stanislaus County.

(d) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(e) *Supersedes Prior Agreement.* It is the intention of the Parties that this Agreement supersede any prior agreements, discussions, commitments, representations, written, electronic or oral, between the Parties hereto with respect to the subject matter of this Agreement.

(f) *Amendment of this Agreement.* This Agreement may only be amended by the written mutual consent of the Parties.

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

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

(i) *Further Acts.* Parties will cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

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

(k) *Authority.* Each Party executing this Agreement certifies, in their individual or corporate capacity that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement, and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

(l) *Joint Preparation.* All Parties to this Agreement have negotiated it at length and have had the opportunity to consult with and be represented by their own competent counsel. Each

provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below (“Effective Date”).

CITY:

CITY OF RIVERBANK,
a California Municipal Corporation

By: _____
Marisela Garcia, City Manager

Date: _____

DEVELOPER:

DMG Development,
a California limited partnership

By: _____

Print: _____

Title: _____

Date: _____

ATTEST:

By: _____
Gabriela Hernandez, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Tom Hallinan, City Attorney

Date: _____

EXHIBIT A
Improvement Plans

MINIMUM COVER & CLEARANCE CHART

UTILITY	G	T	C	S	P ¹	PUB ²	MD ³	S ⁴	F	MINIMUM COVER
G (GAS) SEE NOTE 3 & 4		12"	12"	6"	12"	12"	6"	12"		24"; 30" IN STREET
T (TELEPHONE)	12"		1"	12"	12"	12"	1"			24"; 30" IN STREET
C (CABLE T.V.)	12"	1"		12"	12"	1"	12"	1"		24"; 30" IN STREET
S (ELECT. SECONDARY)	6"	6"	12"	1.5"	3"	12"	1.5"	12"		24"; 30" IN STREET
P (ELECT. PRIMARY)	12"	12"	12"	3"	3"	12"	3"			36"; 36" IN STREET
*SL (PUBLIC-STREET LIGHT)	12"	12"	1"	12"	12"		12"	1"		24"; 30" IN STREET
SL (POGE-STREET LIGHT)	6"	12"	1.5"	3"	12"		12"			24"; 30" IN STREET
F (CITY-FIBER OPTIC)	12"	1"	1"	12"	12"	1"	12"			24"; 30" IN STREET

Diagram illustrating a trench in a dirt area. The trench is shown with a cross-section. The top layer is labeled "NATIVE MATERIAL COMPACT AS REQUIRED. REFER TO GENERAL NOTE #5 ON SHEET JT2." The trench is filled with "SAND BACKFILL". The trench is labeled with "G", "C", "T", "P", and "S" in boxes. The depth of the trench is indicated as "6" MIN. UNLESS 100% IMPORT REQUIRED". The width of the trench is indicated as "2" MIN.".

TRENCH IN STREET AREA
OR SIDEWALK

TRENCH SECTION LEGEND

- | | |
|--------------------------|----------------------------------|
| ☐ | MEETS UTILITY TRENCH ALLOTMENT |
| ☐ | EXCEEDS UTILITY TRENCH ALLOTMENT |
| ☐ | MID PRIMARY |
| ☐ | MID SECONDARY |
| ☐ | PG&E GAS |
| ☐ | TELEPHONE |
| ☐ | CABLE T.V. |
| ☐ | CITY FIBER OPTIC |
| ☐ | STREET LIGHTING |
- CX LF-TOTAL= TOTAL TRENCH LENGTH
 CX LF-R&R = REMOVE & REPLACE PAVEMENT ONLY,
 TRENCH INCLUDED IN TOTAL TRENCH LENGTH

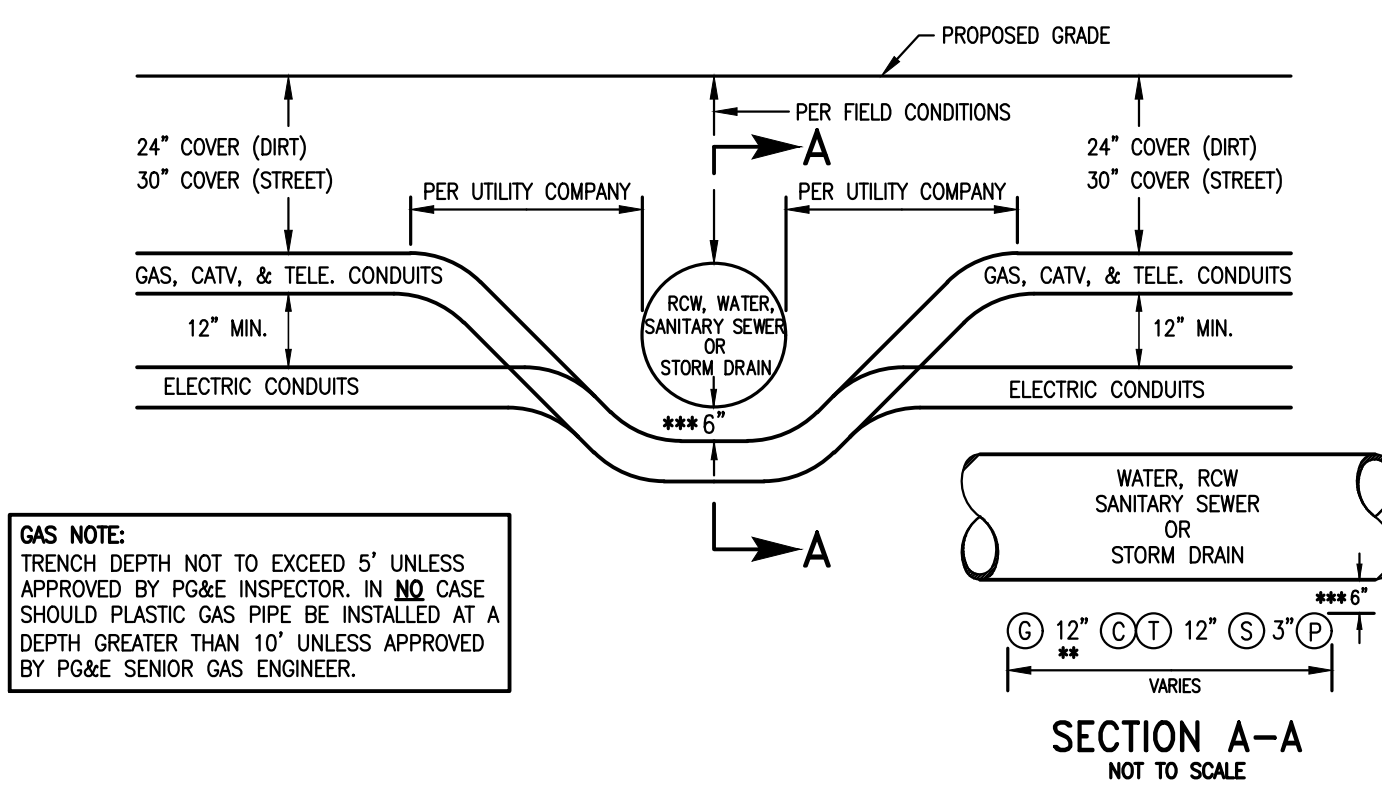
GENERAL TRENCH SECTION NOTES

1. TRENCH CONFIGURATIONS SHOWN ARE FOR INSTALLATIONS WHERE EACH OCCUPANCY IS UTILIZING HIS ENTIRE SPACE ALLOCATION. OTHER CONFIGURATIONS, OR REDUCED DIMENSIONS, MAY BE USED PROVIDED THAT MINIMUM COVER AND CLEARANCES ARE MAINTAINED.
2. CONTRACTOR TO ADJUST TRENCH DEPTHS AT ALL JOINT TRENCH LATERAL CROSSINGS TO MAINTAIN REQUIRED CLEARANCES BETWEEN ALL PARTICIPATING UTILITIES.
3. TRENCH SECTIONS SHOWN ARE SCHEMATIC AND INDICATE AREAS OF OCCUPANCY ONLY, THEY DO NOT REFLECT THE SIZE OR QUANTITY OF THE FACILITIES BEING INSTALLED AND ARE DESIGNED TO ACCOMMODATE ALL REQUIRED FACILITIES SHOWN ON EXISTING TRENCH RECORDS. CONTRACTORS' CONSTRUCTION DRAWINGS REFER TO THE COMPOSITE, JOINT, OR ADJUT STREETLIGHT PLAN AND/OR EACH RESPECTIVE UTILITY COMPANIES CONSTRUCTION DRAWINGS FOR THE NECESSARY CUTOFF, CABLE AND/OR PIPE BEING INSTALLED.

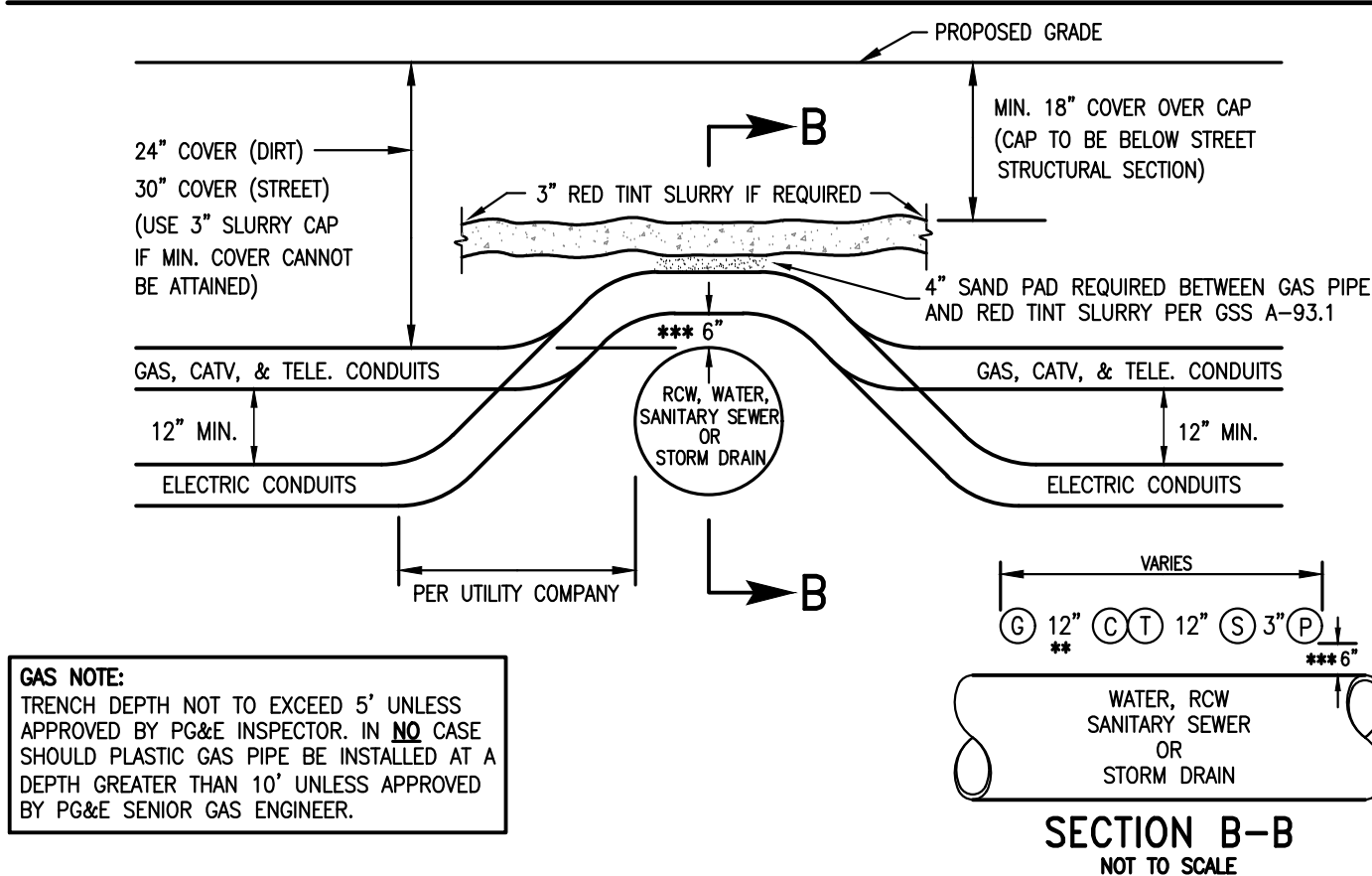
JOINT TRENCH OCCUPANCY GUIDE

[illegible]

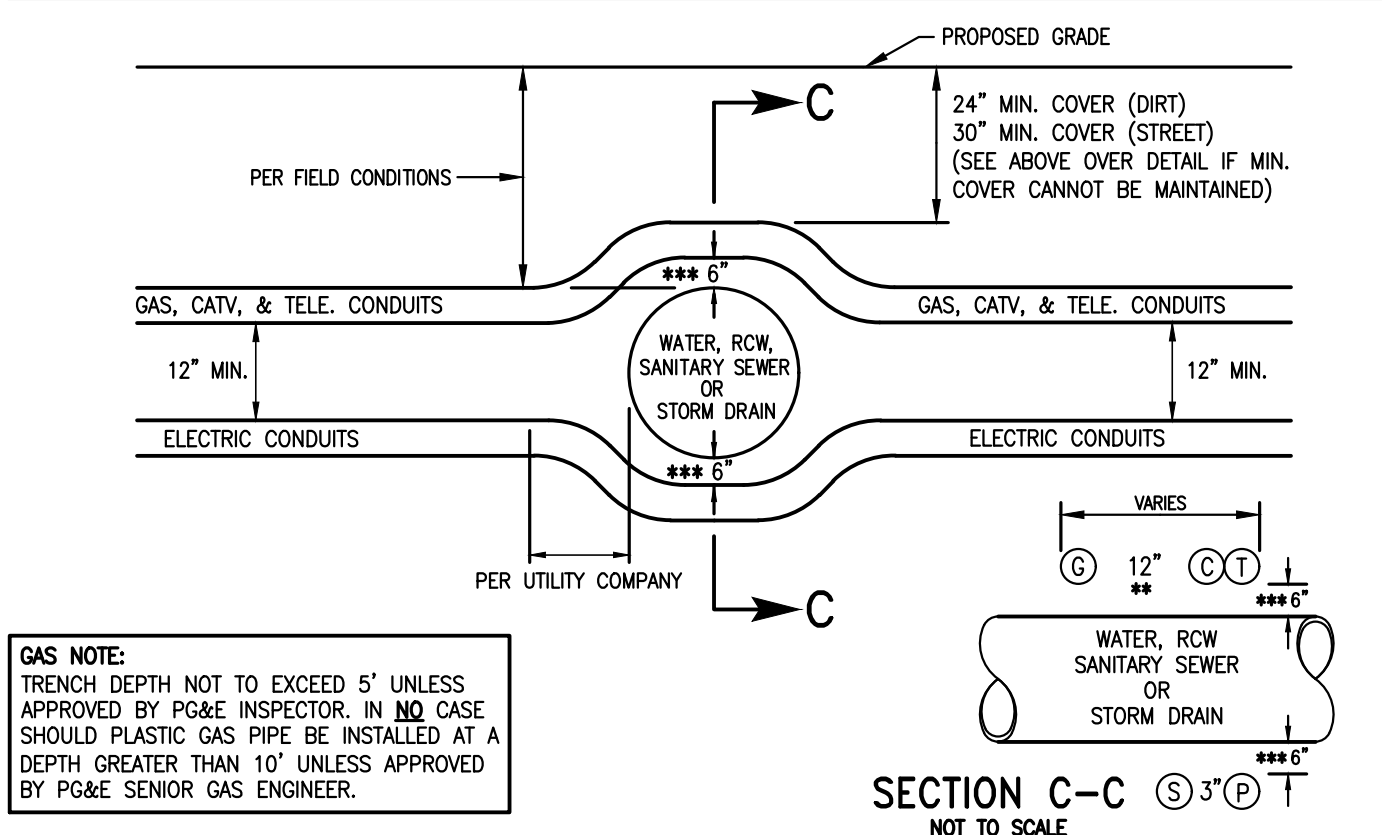
DRY UTILITY CROSSING DETAILS



JOINT TRENCH UNDER WATER, RECYCLED WATER, SANITARY SEWER
OR STORM DRAIN



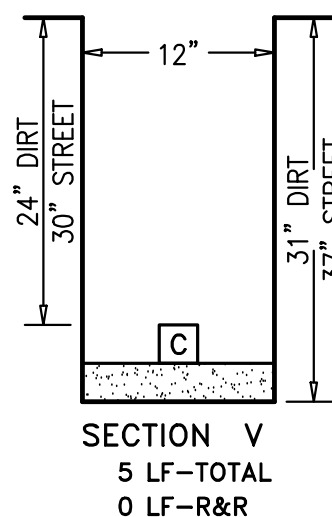
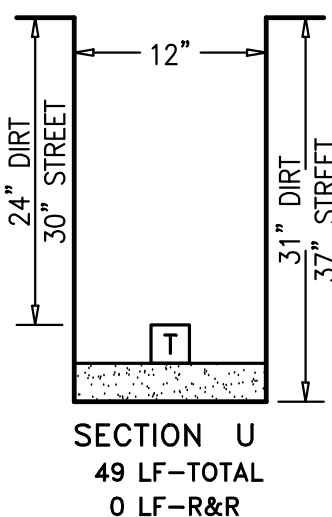
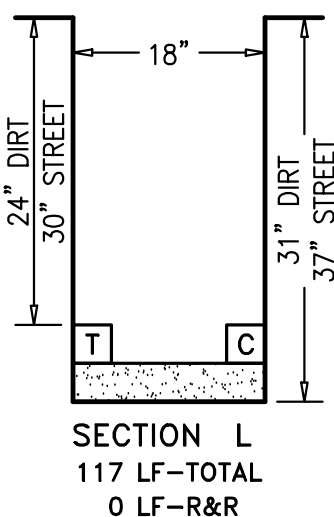
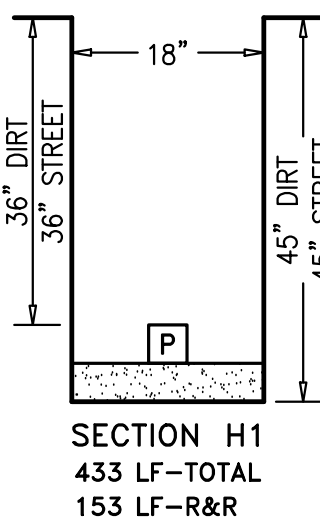
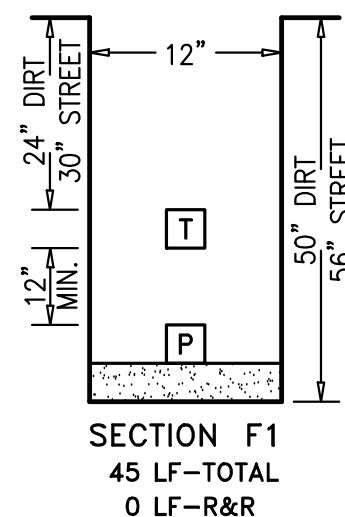
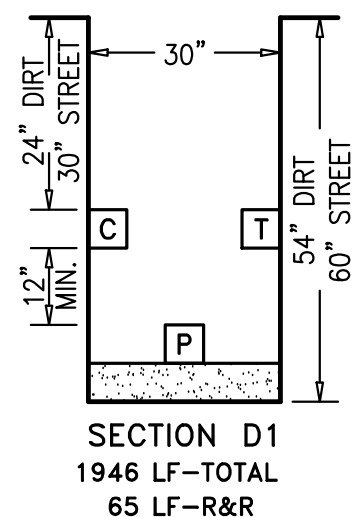
JOINT TRENCH OVER WATER, RECYCLED WATER, SANITARY SEWER
OR STORM DRAIN



JOINT TRENCH OVER/UNDER WATER, RECYCLED WATER, SANITARY
SEWER OR STORM DRAIN (PREFERRED METHOD)

NOTE:

- * 1. SEE MINIMUM COVER & CLEARANCE CHART.
- ** 2. WITH MUTUAL AGREEMENT, WHEN 4" O.D. OR SMALLER GAS PIPE IS INSTALLED SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" BETWEEN GAS AND COMMUNICATION DUCTS (TELEPHONE & CATV).
- *** 3. MINIMUM REQUIRED BY PG&E-ADDITIONAL CLEARANCE MAYBE REQUIRED BY CITY OR COUNTY. BED THE BOTTOM OF THE TRENCH WITH IMPORTED SAND, INSTALL THE CONDUIT AND/OR GAS PIPE, COVER THE FACILITY WITH THE SAME IMPORTED SAND AND MECHANICALLY COMPACT USING A VIBRATORY TYPE COMPACTOR.***
4. CROSSING METHODS ARE NOT LIMITED TO THE ABOVE DETAILS. OTHER APPROVED CONFIGURATIONS MAY BE USED. CONTRACTOR TO VERIFY METHOD OF CROSSING WITH GOVERNING AGENCY AND/OR UTILITY COMPANIES AS REQUIRED PRIOR TO CONSTRUCTION.
5. JOINT TRENCH CONTRACTOR SHALL NOT ASSUME THAT ANY OF THE METHODS ABOVE WILL BE ACCEPTABLE TO PG&E & THE UTILITIES. J.T. CONTRACTOR IS REQUIRED TO COORDINATE THE LOCAL INSPECTORS PRIOR TO INSTALLING DRY UTILITY LINES ABOVE WATER, RECYCLED WATER, SANITARY SEWER, STORM DRAIN OR ANY OTHER FACILITY WITH AN ISSUE RELATING TO COVERS LESS THAN THE MINIMUM OR COVERS REQUIRING SHOWING. CONCRETE CAPPING IS ONLY ACCEPTABLE WHERE NO OTHER SOLUTION IS POSSIBLE AND ONLY WHEN CERTAIN CRITERIA ARE MET AND ONLY WITH PG&E APPROVAL.



TWO DAYS BEFORE YOU DIG
CALL **USA** TOLL FREE
811

CALL BEFORE YOU DIG

REVISIONS

DESCRIPTION

SYMBOL	DATE
--------	------

ONE

5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1740 | WWW.GIACALONEDESIGN.COM

JOINT TRENCH SECTIONS & DETAILS

FCB HOMES
CROSSROAD WEST UG

CALIFORNIA

RIVERBANK

PROJECT MANAGER:
B. FULLINGTON

DRAWN BY:
C. CRUZ

CHECKED BY:
D. CROWFOOT (P.E.)

SCALE:
1"=150'

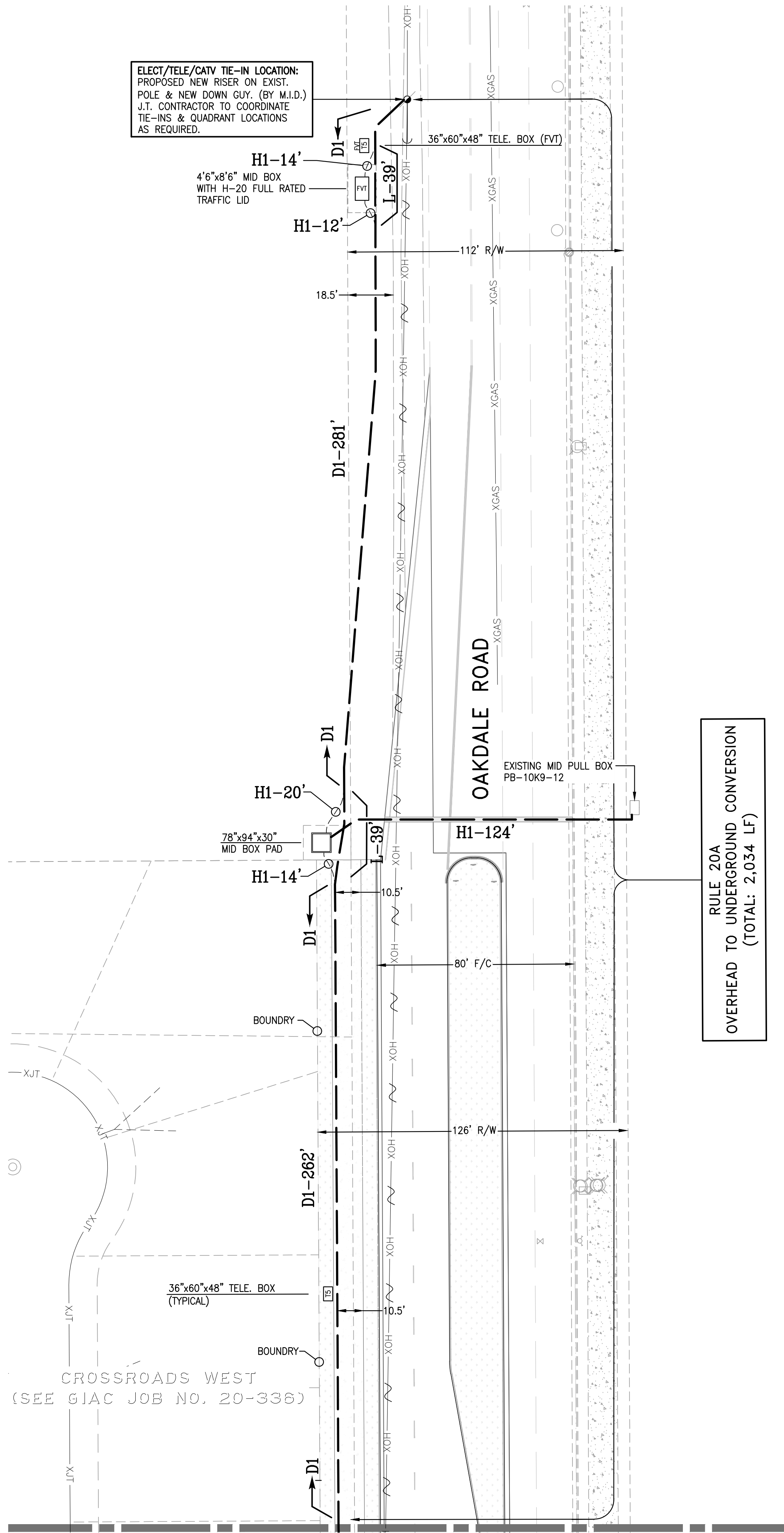
JOB NUMBER:
21-217

DATE LAST MODIFIED
02-01-22

SHEET

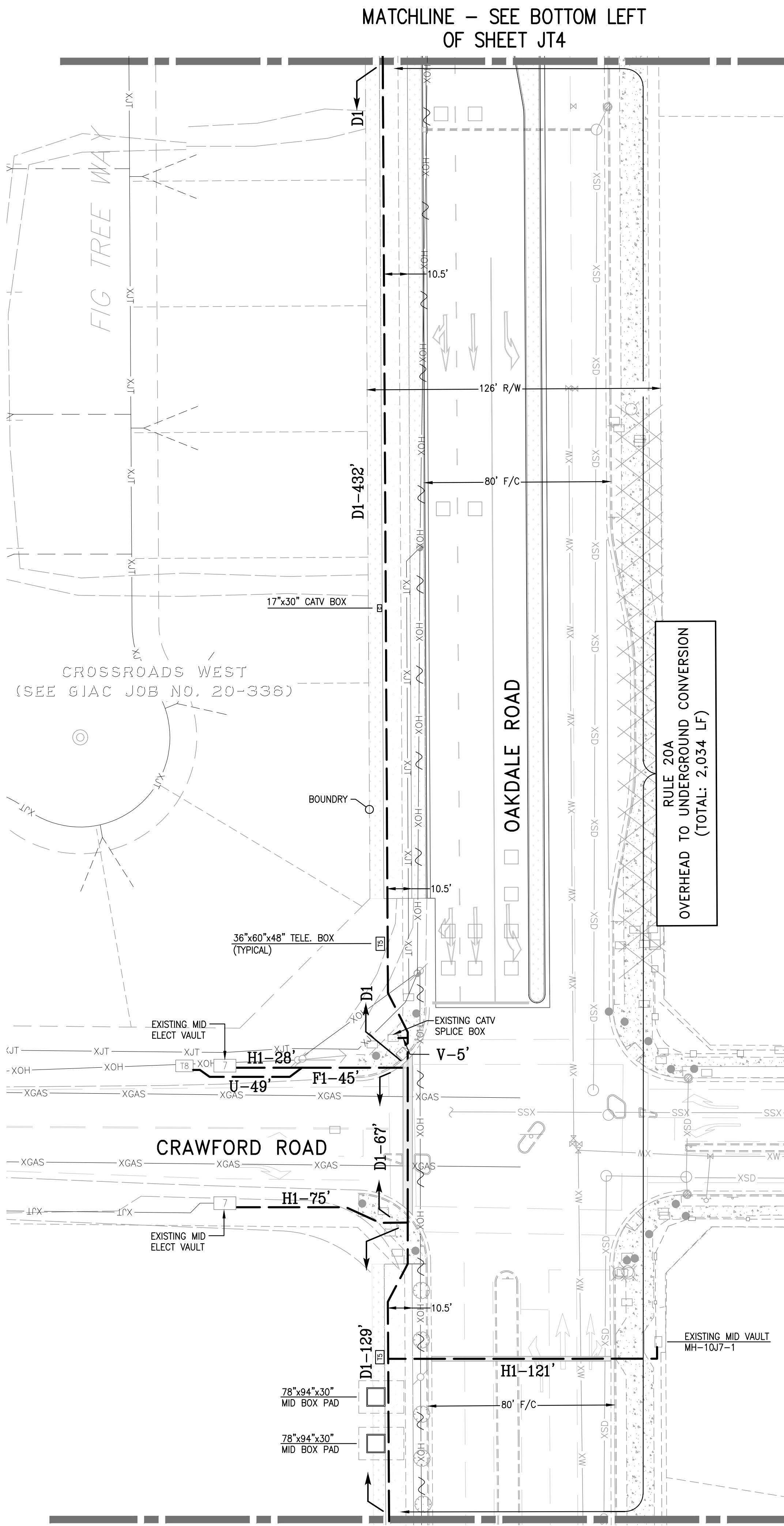
JT3

OF 5 SHEETS



ELECT/TELE/CATV TIE-IN LOCATION:
PROPOSED NEW RISER ON EXIST.
POLE & NEW DOWN GUY. (BY M.I.D.)
J.T. CONTRACTOR TO COORDINATE
TIE-INS & QUADRANT LOCATIONS
AS REQUIRED.

RULE 20A
OVERHEAD TO UNDERGROUND CONVERSION
(TOTAL: 2,034 LF)



LEGEND

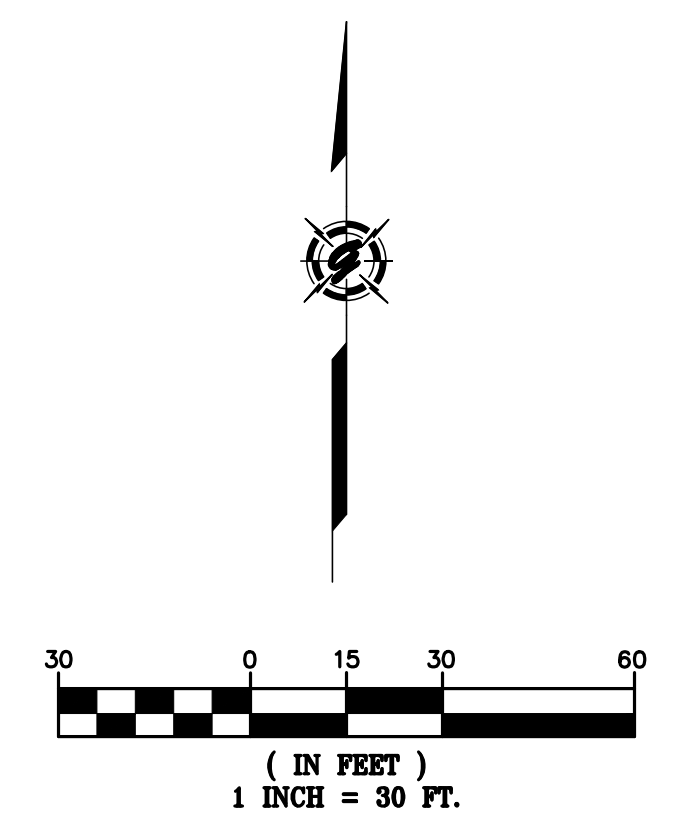
- XJT EXISTING TRENCH OR UTILITIES
- PROPOSED TRENCH (DISTRIBUTION)
- EXISTING UTILITY SPLICE BOX
- 78"x94"x30" MID BOX PAD
- 4'6"x8'6"x6" MID SPLICE BOX
- 3'x5'x3'6" MID SPLICE BOX
- 17"x30" CATV SPLICE BOX
- 36"x60"x48" TELEPHONE SPLICE BOX
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE GUY ANCHOR
- FIRE HYDRANT (BY OTHERS)

R/W, P.U.E. & P.S.E. ACQUISITION NOTE:

CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT
AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE
APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

EXISTING PAVEMENT
& SIDEWALK

THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE
PAVEMENT AND/OR SIDEWALK WHERE REMOVED OR DAMAGED
AS A RESULT OF ITS OPERATION (UNLESS OTHERWISE
NOTED). REPLACEMENT OF PAVEMENT AND/OR SIDEWALK
TO BE PER CITY SPECIFICATIONS.



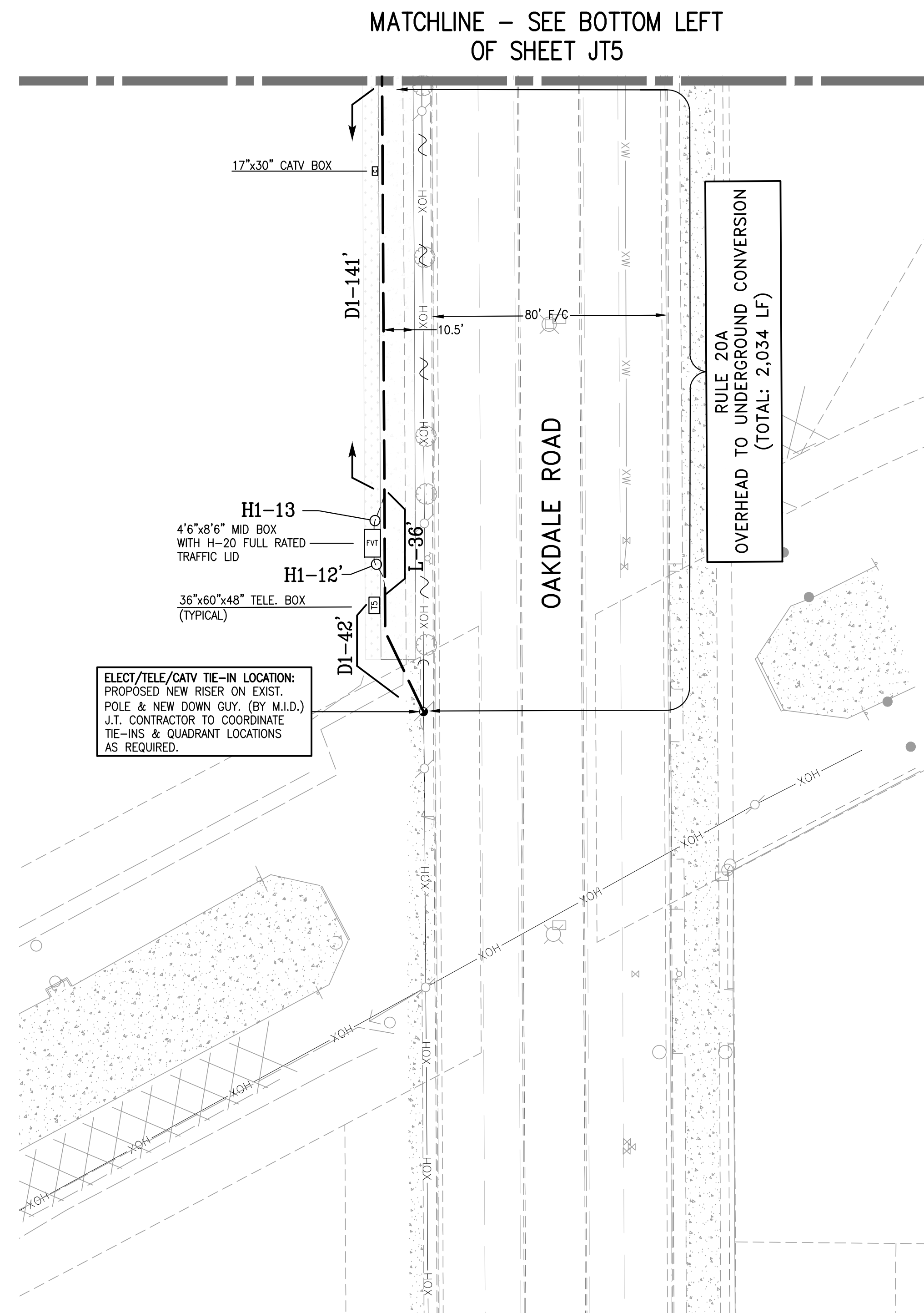
CALL BEFORE YOU DIG
TWO DAYS BEFORE YOU DIG
CALL USA TOLL FREE
811

REVISIONS	
SYMBOL	DATE

GIACALONE
DESIGN SERVICES, INC.
5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1740 | WWW.GIACALONEDSIGN.COM

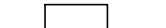
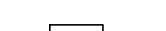
JOINT TRENCH COMPOSITE PLAN
FCB HOMES
CROSSROAD WEST UG
RIVERBANK
CALIFORNIA

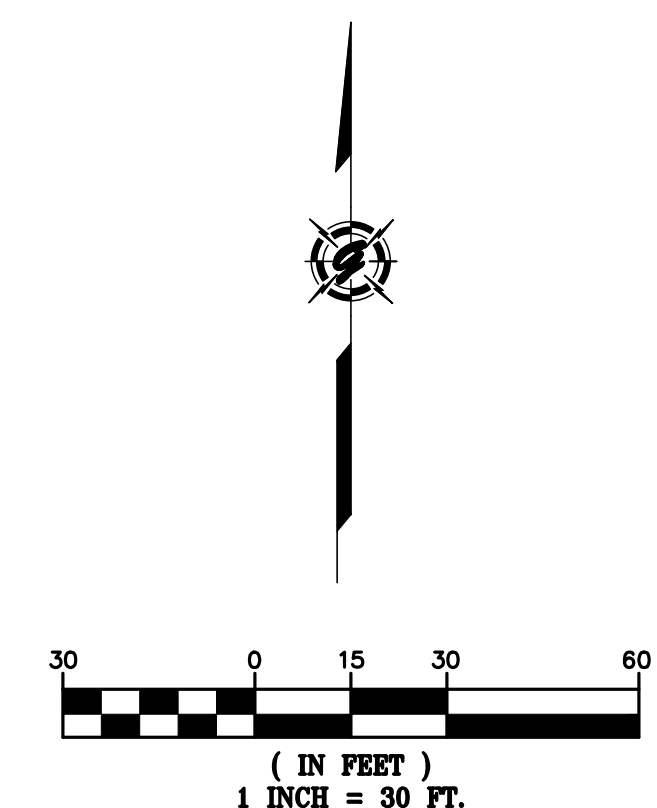
PROJECT MANAGER:
B. FULLINGTON
DRAWN BY:
C. CRUZ
CHECKED BY:
D. CROWFOOT (P.E.)
SCALE:
1"=30'
JOB NUMBER:
21-217
DATE LAST MODIFIED:
02-01-22
SHEET
JT4
OF 5 SHEETS



THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE PAVEMENT AND/OR SIDEWALK WHERE REMOVED OR DAMAGED AS A RESULT OF ITS OPERATION (UNLESS OTHERWISE NOTED). REPLACEMENT OF PAVEMENT AND/OR SIDEWALK TO BE PER CITY SPECIFICATIONS.

R/W, P.U.E. & P.S.E. ACQUISITION NOTE:
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT
AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE
APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

	EXISTING TRENCH OR UTILITIES
	PROPOSED TRENCH (DISTRIBUTION)
	EXISTING UTILITY SPlice BOX
	78"x94"x30" MID BOX PAD
	4'6"x8'6"x6" MID SPlice BOX
	3'x5'x3'6" MID SPlice BOX
	17"x30" CATV SPlice BOX
	36"x60"x48" TELEPHONE SPlice BOX
	EXISTING UTILITY POLE
	EXISTING UTILITY POLE GUY ANCHOR
	FIRE HYDRANT (BY OTHERS)

[illegible]

GIACALONE
DESIGN SERVICES, INC.

5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1740 | WWW.GIACALONEDSIGN.COM

JOINT TRENCH COMPOSITE PLAN	FCB HOMES CROSSROAD WEST UG	RIVERBANK CALIFORNIA
-----------------------------	--------------------------------	-------------------------

PROJECT MANAGER: B. FULLINGTON
DRAWN BY: C. CRUZ
CHECKED BY: D. CROWFOOT (P.E.)
SCALE: 1"=30'
JOB NUMBER: 21-217
DATE LAST MODIFIED: 02-01-22
SHEET JT5 OF 5 SHEETS

EXHIBIT B

Cost of Work Estimates



MORENO TRENCHING, Ltd.

1015-B Airport Road
P.O. Box 458
Rio Vista, CA. 94571
Phone:(707) 374-5075
Fax:(707) 374-6194
CA. A Lic. No. 439967

Northern California Laborers
Operators Union Local # 3
CPUC Certified MBE
CA. Certified SBE

12/16/22

FCB Homes

Attn: Tom Schulz

Re: Oakdale Road Improvements - Riverbank (Revised)

Page 1 of 2

Moreno Trenching is pleased to provide you with this proposal for the above referenced project. The following information will clarify our scope of work.

Trench & Backfill

30" x 59" Trench	D1	1,879	lf	43.75	82,206.25
18" x 45" Trench	H1	330	lf	34.75	11,467.50
18" x 31" Trench	L	114	lf	25.85	2,946.90
Remove & Replace Existing Improvements		153	lf	330.00	50,490.00
Asphalt & Concrete Restoration		1	ls	67,320.00	67,320.00
					\$ 214,430.65

Vaults/Splice Boxes (Excavate Only)

4'6" x 8'6" MID	Primary Box-FVT	2	ea	1,500.00	3,000.00
90" x 85" MID	AIS-9 Switch Pad	1	ea	1,900.00	1,900.00
90" x 94" MID	ASI-11 Switch Pad	2	ea	1,900.00	3,800.00
42" x 48" MID	Transformer Pad	1	ea	865.00	865.00
3' x 5' AT&T	Telephone Box (48")	6	ea	925.00	5,550.00
Misc. CATV	Pedestal/Box	2	ea	425.00	850.00
					\$ 15,965.00

Vaults/Splice Boxes (Supply & Install)

4'6" x 8'6" MID	Primary Box-FVT	2	ea	23,600.00	47,200.00
90" x 85" MID	AIS-9 Switch Pad	1	ea	4,265.00	4,265.00
90" x 94" MID	ASI-11 Switch Pad	2	ea	4,535.00	9,070.00
42" x 48" MID	Transformer Pad	1	ea	2,685.00	2,685.00
3' x 5' AT&T	Telephone Box (48")	6	ea	6,885.00	41,310.00
					\$ 104,530.00

Conduit

4" MID	Conduit	290	lf	19.25	5,582.50
6" MID	Conduit	3,820	lf	36.25	138,475.00
4" AT&T	Conduit	6,945	lf	12.45	86,465.25
2" CATV	Conduit	8,240	lf	9.65	79,516.00
					\$ 310,038.75

Lighting System

2" Conduit For Future Streetlights	300	lf	9.65	2,895.00
#3-1/2 Splice Box	2	ea	235.00	470.00
				\$ 3,365.00

GRAND TOTAL = \$ 648,329.40

Proposal based on the following:

No Overtime. Work Includes 5 weekdays @ 8 hours per day. 1 move-in per phase.

Bid Includes Prevailing Wage Rates.

All Conduit Prices Subject to Change Due To A Currently Unstable PVC Market.

BID SUBJECT TO UNANNOUNCED SUPPLIER PRICE INCREASES & POTENTIAL DELAYS.

Additional re-mob to be \$4,135.00 each if required.

Bid Excludes remediation of transformer vault & telephone pedestal shown on bid form.

Bid Includes CATV conduits not shown on bid documents.

Moreno Trenching, LTD. is a Union Contractor working under CA. Class A License # 439967.

Bid does not account for a DIR# and/or any "skilled & trained workforce" requirements.

Bid Accounts For Crossing at Crawford Road Being Previously Installed.

Bid Excludes retaining walls, bollards & sloped risers on all boxes .

Bid Excludes dewatering, if dewatering required, work to be performed by others at owners expense.

Bid Excludes: Tree arborist as well as any extra work due to existing trees.

Bid Excludes Fees, Permits, Bid & Performance Bonds, Survey and Compaction Testing.

Bid Excludes off Haul of Trench spoils. Spoils to be pushed into the street after backfill.

Developer responsible for replacement of all engineered backfill that is removed by contractor to create right of way to install Joint Trench.

Bid Excludes any fine re-grading.

Bid Excludes asphalt, concrete, landscape, irrigation and fence work by others.

Restoration of existing improvements included only for that specific bid item listed in proposal above.

Bid Includes Permanent Asphalt Patch & Concrete Restoration.

Bid assumes that construction water is available on site. Additional charges will apply due to drought restrictions or having to access water offsite.

Bid proposal quantities subject to reconciliation upon approved plans and field measurements.

Site to be Rough Graded +/- .20' of final subgrade grade by others prior to joint trench & service completions.

Any contaminated soils encountered to be handled by others.

Trenching bid using a 590 Case backhoe or equivalent. Excludes additional work due to rock where a Case 590 backhoe is unable to obtain 10 cy/hr while excavating joint trench.

Owner/Developer responsible for testing of soils if there is a possibility of native materials to be used for Approved Bedding & Backfill

Top of trench to be native material. Import sand bedding & backfill included over utilities

SWPP plan and erosion control work by others. Excludes all maintenance.

This proposal's exclusions and inclusions supersede all prior oral and/or written communications in new contracts and/or existing Master Agreements.

Bid proposal to be part of contract & valid for a contract commitment within 30 days.

Progress Payments Shall be Due Net 30 Days.

Retention Payments Shall be Due Net 45 Days.

Michael A. McCombs



MORENO TRENCHING, Ltd.

1015-B Airport Road
P.O. Box 458
Rio Vista, CA. 94571
Phone:(707) 374-5075
Fax:(707) 374-6194
CA. A Lic. No. 439967

02/08/22

FCB Homes

Attn: Tom Schulz

**Northern California Laborers
Operators Union Local # 3
CPUC Certified MBE
CA. Certified SBE**

Re: **Crossroads West UG (Partial) - Riverbank**

Moreno Trenching is pleased to provide you with this proposal for the above referenced project. The following information will clarify our scope of work.

Trench & Backfill

30" x 54"	Trench	D1	137	lf	47.50	6,507.50
12" x 50"	Trench	F1	45	lf	30.75	1,383.75
18" x 45"	Trench	H1	103	lf	36.50	3,759.50
12" x 31"	Trench	U	49	lf	27.50	1,347.50
12" x 31"	Trench	V	5	lf	27.50	137.50
Work In Existing Improvements			65	lf	300.00	19,500.00
						\$ 32,635.75

Conduit

6"	MID	Conduit	594	lf	44.00	26,136.00
4"	AT&T	Conduit	697	lf	15.00	10,455.00
2"	Charter	Conduit	284	lf	12.00	3,408.00
						\$ 39,999.00

GRAND TOTAL = \$ 72,634.75

Proposal based on the following:

No Overtime. Work Includes 5 weekdays @ 8 hours per day. 1 move-in per phase.

Bid Includes Prevailing Wage Rates.

All Conduit Prices Subject to Change Due To A Currently Unstable PVC Market.

BID SUBJECT TO UNANNOUNCED SUPPLIER PRICE INCREASES & POTENTIAL DELAYS.

Additional re-mob to be Negotiated.

Moreno Trenching, LTD. is a Union Contractor working under CA. Class A License # 439967.

Bid does not account for a DIR# and/or any "skilled & trained workforce" requirements.

Bid Excludes retaining walls, bollards & sloped risers on all boxes .

Bid Excludes dewatering, if dewatering required, work to be performed by others at owners expense.

Bid Excludes: Tree arborist as well as any extra work due to existing trees.

Bid Excludes Fees, Permits, Bid & Performance Bonds, Survey and Compaction Testing.

Bid Excludes off Haul of Trench spoils. Spoils to be pushed into the street after backfill.

Developer responsible for replacement of all engineered backfill that is removed by contractor to create right of way to install Joint Trench.

Bid Excludes any fine re-grading.

Bid Excludes asphalt, concrete, landscape, irrigation and fence work by others.

Bid Includes Temporary AC Patching Only.

Restoration of existing improvements included only for that specific bid item listed in proposal above.

Bid assumes that construction water is available on site. Additional charges will apply due to drought restrictions or having to access water offsite.

Bid proposal quantities subject to reconciliation upon approved plans and field measurements.

Site to be Rough Graded +/- .20' of final subgrade grade by others prior to joint trench & service completions.

Any contaminated soils encountered to be handled by others.

Trenching bid using a 590 Case backhoe or equivalent. Excludes additional work due to rock where a Case 590 backhoe is unable to obtain 10 cy/hr while excavating joint trench.

Top of trench to be native material. PG&E specified sand bedding & backfill included over utilities

SWPP plan and erosion control work by others. Excludes all maintenance.

This proposal's exclusions and inclusions supersede all prior oral and/or written communications in new contracts and/or existing Master Agreements.

Bid proposal to be part of contract & valid for a contract commitment within 30 days.

Progress Payments Shall be Due Net 30 Days.

Retention Payments Shall be Due Net 45 Days.

Michael A. McCombs



PROPOSAL

SUBJECT: Fill for Joint Trench Installation

DATE: 02/16/22

PROJECT: Crossroads West Unit 1

JOB NO: 57211760

TO: FCB Homes
10100 Trinity Parkway, Suite 420
Stockton, CA 95219

FROM: Rebekah Singh

ATTN: Tom Schulz

DESCRIPTION

Pricing per MVE exhibit for Fill for Joint Trench Installation at Westgate Drive and Oakdale Road intersection

ITEM	DESCRIPTION	QTY	UM	UNIT	TOTAL
001	Fill for Joint Trench Installation	140	CY	\$58.70	\$8,218.00

TOTAL AMOUNT \$8,218.00

APPROVAL

BY: _____
Tom Schulz

DATE: _____

BY: 
Rebekah Singh

DATE: 2/16/22

SUBJECT: Fill Along Oakdale Road

DATE: 08/10/22

PROJECT: Crossroads West Unit 2

JOB NO: 57221796

TO: FCB Homes
10100 Trinity Parkway, Suite 420
Stockton, CA 95219

FROM: Rebekah Singh

ATTN: Tom Schulz

DESCRIPTION

Fill between wall grade and back of walk from Westgate to Canal.

ITEM	DESCRIPTION	QTY	UM	UNIT	TOTAL
001	Clear and Grub	1	LS	\$446.00	\$446.00
002	Place and Compact	1	LS	\$4,873.00	\$4,873.00
003	Fill Area Grading	1	LS	\$4,085.00	\$4,085.00

TOTAL AMOUNT	\$9,404.00
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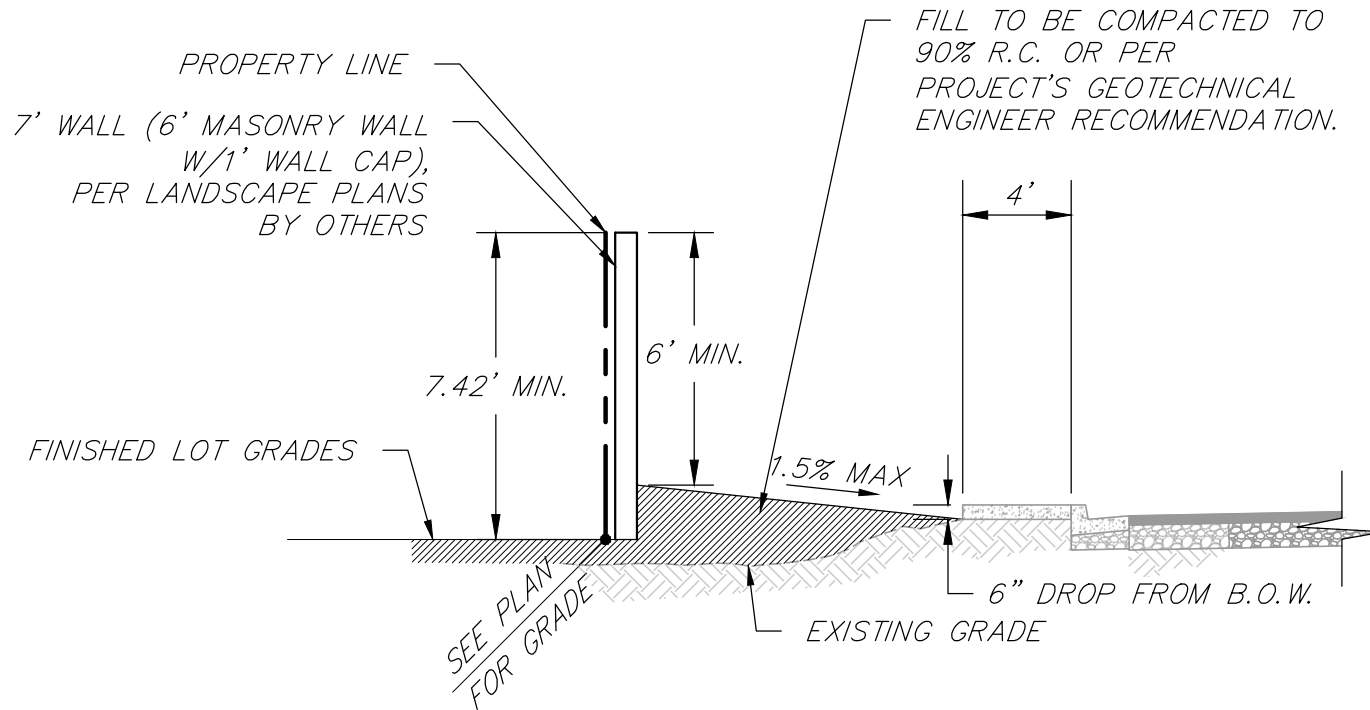
APPROVAL

BY: _____
Tom Schulz

BY: _____
Rebekah Singh

DATE: _____

DATE: _____



OAKDALE ROAD FILL DETAIL

1. FILL SHOULD BE PROPERLY MOISTURE CONDITIONED AND PLACED IN THIN LIFTS (NORMALLY 6–8 INCHES, DEPENDING ON THE COMPACTION EQUIPMENT USED) AND COMPACTED AS DIRECTED BY PROJECT'S GEOTECHNICAL ENGINEER.
2. CONTRACTOR REFER TO PROJECT'S GEOTECHNICAL REPORT FOR FULL LIST OF GRADING RECOMMENDATIONS.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: January 24, 2023

Subject: Second Reading by Title Only of a Proposed Ordinance Amending Title XV: Building Regulations, Adoption of Standard Codes, by repealing in their entirety Sections §150.01 ADMINISTRATIVE CODE through §150.16 SOLAR /PHOTOVOLTAIC POWER SYSTEMS, and substituting them with new Sections §150.01 through §150.16 and Adopting by Reference the 2023 California Administrative, Building, Residential, Electrical, Mechanical, Plumbing Energy, Existing Building, Historical Building, Fire, and Green Building Standards and Solar/Photovoltaic Power Systems; and Amending Title XV: Land Usage, Chapter 157: WATER EFFICIENT LANDSCAPE AND IRRIGATION; Section 157.01: Purpose and Intent.

From: Marisela H. Garcia, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager
Janet Smallen, Sr. Community Development Specialist

RECOMMENDATION

It is recommended that the City Council approve an Ordinance adopting the 2023 California Building Codes as referenced above.

SUMMARY

The State of California (State) mandates that local jurisdictions adopt and commence enforcement of the latest State building codes within six months of the adoption by the State. Recently, the State published the 2023 building code with an effective date for enforcement of January 1, 2023. The City of Riverbank must adopt the 2023 building code in order to comply with State law.

BACKGROUND

The California Building Standards Code (Building Code) is updated and published every three years under the direction of the California Building Standards Commission. The Building Code comprises Title 24 of the California Code of Regulations and is intended to provide for the safety and welfare of all citizens through the implementation of the latest technology, materials, engineering, construction, and sustainability methods, as regulated by the latest adopted building codes.

ENVIRONMENTAL

The proposed project is exempt from analysis under the California Environmental Quality Act (CEQA) under the “Common Sense Exemption” that CEQA applies only to projects that have the potential for causing significant environmental effects, as specified in Section 15061(b)(3).

FINANCIAL IMPACT

There is no direct financial impact associated with the adoption of the 2023 California Building Standards Code (Title 24) other than a set of new code books which were purchased for \$1,404.53.

ATTACHMENT

1. Ordinance 2023-XXX

**CITY OF RIVERBANK
ORDINANCE 2023-XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
REPEALING AND REPLACING TITLE XV: LAND USAGE; CHAPTER 150:
BUILDING REGULATIONS; SECTIONS 150.01 THROUGH 150.16 AND ADOPTING
BY REFERENCE THE 2023 EDITION OF THE CALIFORNIA ADMINISTRATIVE
CODE, CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE,
CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA PLUMBING
CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA FIRE CODE, CALIFORNIA
MECHANICAL CODE, CALIFORNIA ENERGY CODE, CALIFORNIA EXISTING
BUILDING CODE, CALIFORNIA HISTORICAL CODE, AND SOLAR/PHOTOVOLTAIC
POWER SYSTEMS AND AMENDING TITLE XV: LAND USAGE; CHAPTER 157:
WATER EFFICIENT LANDSCAPE AND IRRIGATION; SECTION 157.01: PURPOSE
AND INTENT**

WHEREAS, California building codes and standards are updated annually and published in Title 24 of the California Code of Regulations;

WHEREAS, Title 24 of the California Code of Regulations is republished every three years;

WHEREAS, the City of Riverbank last adopted Title 24 of the California Code of Regulations as published in 2019;

WHEREAS, Title 24 of the California Code of Regulations was republished in 2023;

WHEREAS, the City of Riverbank believes that it is in the best interest of public health, safety, and the general welfare for its City Code to reflect the most recent updates to Title 24 of the California Code of Regulations; and

WHEREAS, the City of Riverbank desires to update its City Code to adopt Title 24 of the California Code of Regulations as published in 2023.

NOW, THEREFORE, The City Council of the City of Riverbank does hereby ordain as follows:

SECTION 1. Title XV: Land Usage, Chapter 150: Building Regulations, Sections 150.01 through Section 150.16 of the Riverbank City Code are repealed in their entirety and shall be amended to read as follows:

CHAPTER 150: BUILDING REGULATIONS

Section

General Provisions

150.01 Purpose and authority

150.02 Mandatory duty of care

150.03 Severability

150.04 Savings clause

Adoption of Standard Codes

150.05 Administrative Code

150.06 Building Code

150.07 Residential Code

150.08 Green Building Standards Code

150.09 Plumbing Code

150.10 Electrical Code

150.11 Fire Code

150.12 Mechanical Code

150.13 Energy Code

150.14 Existing Building Code

150.15 Historical Building Code

150.16 Solar/photovoltaic power systems

GENERAL PROVISIONS

§ 150.01 PURPOSE AND AUTHORITY.

The purpose of this chapter is to adopt by reference the 2023 Edition of the California Building Standards Code, Title 24 - Part 1; Part 2, Volume I & II; Part 2.5; Part 3; Part 4; Part 5; Part 6; Part 8; Part 9; Part 10; and Part 11 of the California Code of Regulations subject to the definitions, clarifications, and the amendments set forth in this chapter. The purpose of this chapter is also to provide minimum requirements and standards for the protection of public safety, health, property, and welfare of the City of Riverbank. This chapter is adopted under the authority of Government Code subsection 50022.2 and Health and Safety Code Section 18941.5.

§ 150.02 MANDATORY DUTY OF CARE.

This chapter is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care towards persons and property within or without the city, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

§ 150.03 SEVERABILITY.

If any provision of §§ 150.01 through 150.16 and 157.01 or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable. This City Council hereby declares that it would have adopted this chapter irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

§ 150.04 SAVINGS CLAUSE.

The provisions of §§ 150.01 through 150.16 and 157.01 shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by this Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

ADOPTION OF STANDARD CODES

§ 150.05 ADMINISTRATIVE CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area, and maintenance of all buildings and structures within the City of Riverbank, the 2023 Edition of the California Administrative Code, published by the International Code Council (ICC), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 1, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Administrative Code as adopted by this section shall be on file in the office of the City Building Official for examination and use by the public.

§ 150.06 BUILDING CODE.

In order to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, wiring, plumbing, use, height, area, and maintenance of all buildings and structures within the City of Riverbank, the 2023 Edition of the California Building Code, Title 24, Part 2, Volumes 1 and 2, published by the International Code Council (ICC), administrative sections, Chapter 29, Appendices A, C, and I; and amendments, as adopted by the Building Standards Commission of the State of California and codified at Title 24, Part 2 in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Building Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

§ 150.07 RESIDENTIAL CODE.

The purpose of this Code is to establish minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting, ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment, and to provide safety to firefighters and emergency responders during emergency operations. The provisions of this Code shall apply to the construction, alteration, enlargement, replacement, repair, equipment, use, occupancy, location, maintenance, removal, and demolition of every detached one and two single family dwellings, townhouse not more than three stories above grade plane in height with a separate means of egress and structures accessory thereto within the City of Riverbank. Therefore, the 2023 California Residential Code, Title 24, Part 2.5, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Residential Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

§ 150.08 GREEN BUILDING STANDARDS CODE.

(A) In order to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact, and encouraging sustainable construction practices within the City of Riverbank, the 2023 Edition of the California Green Building Standards Code, Title 24, Part 11 (also known as the CALGreen Code), published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. The provisions of this code shall apply to the planning, design, use, and occupancy of every newly constructed building or structure, unless otherwise indicated in this code, throughout the City of Riverbank. A true and correct copy of the 2023 California Green Building Standards Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

(B) This section shall be known as the Green Building Regulations of the City of Riverbank and regulates the construction of new buildings within this jurisdiction, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated in the California Green Building Code, and hydraulic flood control structures. The Green Building Regulations shall also apply to city owned buildings.

(C) Where in any specific case, different sections of the Green Building Regulations specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall apply.

§ 150.09 PLUMBING CODE.

In order to provide minimum requirements and standards for the protection of the public health, safety, and general welfare and to regulate the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, and use of any plumbing system within the City of Riverbank, the 2023 Edition of the California Plumbing Code, Title 24, Part 5 and all appendix chapters, published by the International Association of Plumbing and Mechanical Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building standards Code at Title 24, Part 5 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Plumbing Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.10 ELECTRICAL CODE.

In order to provide minimum standards for the proper regulation of the installation of electrical systems within the City of Riverbank, the 2023 Edition of the California Electrical Code, Title 24, Part 3, and all appendix chapters, published by the National Fire Protection Association (NFPA), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 3, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of the chapter as though set forth in full herein. A true and correct copy of the 2023 California Electrical Code shall be in the office of the City Building Official for inspection and use by the public.

§ 150.11 FIRE CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare from fire and explosive hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Riverbank, the 2023 California Fire Code, Title 24, Part 9, including Appendix Chapter 4, Appendices A, B, C, D, E, F, G, H, I, and J, published by the International Code Council (ICC), in the California Code of Regulations, as adopted by the Stanislaus Consolidated Fire Protection District, except as specifically repealed or amended by ordinance of the City of Riverbank, is

hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Fire Code as adopted by this section shall be on file in office of the Building Official for inspection by the public.

§ 150.12 MECHANICAL CODE.

(A) In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance, and use of heating, ventilating, cooling, refrigeration systems, and other heat-producing appliances and systems within the City of Riverbank, the 2023 Edition of the California Mechanical Code, Title 24, Part 4, and all appendix chapters, published by the International Association of Mechanical and Plumbing Officials (IAPMO), as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 4 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Mechanical Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

(B) Heating, cooling, and swimming pool equipment shall not be located within the required five-foot side or rear yard setback as defined by the City of Riverbank Zoning Ordinance for residential zonings.

§ 150.13 ENERGY CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of manufactured devices that have been certified by their manufacturer to meet or exceed minimum specifications or efficiencies by the California Energy Commission within the City of Riverbank, the 2023 Edition of the California Energy Code, Title 24, Part 6, and all appendix chapters, published by the International Code Council, as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 6 of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made a part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Energy Code as adopted by this section shall be on file in the office of the City Building Official for inspection and use by the public.

§ 150.14 EXISTING BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance, and use of existing buildings while reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings within the City of Riverbank, the 2023 California Existing Building Code, Title 24, Part 10, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or

amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Existing Building Code as adopted by this section shall be on file in the office the of City Building Official for inspection by the public.

§ 150.15 HISTORICAL BUILDING CODE.

In order to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, maintenance and use of historical buildings to provide solutions for the preservation of qualified historical buildings or properties, to promote sustainability, to provide access for persons with disabilities, to provide a cost-effective approach to preservation, and to provide for the reasonable safety of the occupants or users within the City of Riverbank, the 2023 California Historical Building Code, Title 24, Part 8, published by the International Code Council (ICC), in the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Riverbank, is hereby adopted and made part of this chapter as though set forth in full herein. A true and correct copy of the 2023 California Historical Building Code as adopted by this section shall be on file in the office of the City Building Official for inspection by the public.

SOLAR/PHOTOVOLTAIC POWER SYSTEMS

§ 150.16 SOLAR/PHOTOVOLTAIC POWER SYSTEMS.

(A) *Where installed.* Solar Photovoltaic Power Systems shall comply with the requirements of the 2023 California Residential Code, 2023 California Electrical Code, 2023 California Building Code, 2023 California Fire Code and California State Fire Marshal Solar Photovoltaic Installation Guidelines (the “Solar Photovoltaic Installation Guideline,” published April 22, 2008).

(B) The city may impose fees related to Solar/Photovoltaic Power Systems and from time to time amend said fees by resolution.

(C) *Small Residential Rooftop Solar Energy System review process.*

(1) The following words and phrases as used in this section are defined as follows:

ELECTRONIC SUBMITTAL. The utilization of one or more of the following:

1. E-mail;
2. The internet;
3. Facsimile.

SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM. Includes all of the following:

1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or 30 kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

SOLAR ENERGY SYSTEM. Has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

(2) Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.

(3) The checklist shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the city's building division by personal or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.

(4) Prior to submitting an application, the applicant shall:

(a) Verify to the city's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

(b) At the applicant's cost, verify to the city's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

(5) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Inspector and Fire Department designee. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.

(6) An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(7) Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations within one to three working days in which the permit application is submitted. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

SECTION 2. Title XV: Land Usage, Chapter 157: Water Efficient Landscape and Irrigation, Sections 157.01 of the Riverbank City Code is amended to read as follows:

§ 157.01 Purpose and Intent.

The purpose and intent of this chapter is to establish landscaping regulations that are intended to:

(A) Enhance the aesthetic appearance of development in all areas of the city by providing development standards relating to quality, quantity and functional aspects of landscaping and landscape screening.

(B) Increase compatibility between residential and abutting commercial and industrial uses.

(C) Reduce the heat and glare generated by development.

(D) Establish a water conservation plan to reduce water consumption in the landscape environment using conservation principles important to the State of California and the City of Riverbank.

(E) Protect public health, safety, and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening incompatible land uses, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic and safety.

(F) Comply with the California Department of Water Resources Model Water Efficient Landscape Ordinance as contained in Title 23, Division 2, Chapter 2.7 of the California Code of Regulations and the California Green Building Standards of 2023 and/or these standards as amended from time to time.

SECTION 3. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

SECTION 4. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. This Ordinance shall become effective thirty (30) days after its passage by the City Council, and following the affirmative vote of a majority of the members of the City Council. Within 15 days of its adoption, a summary of the ordinance shall be published in a newspaper of general circulation in the City of Riverbank, State of California, which summary shall include the names of those Council Members voting for and against the ordinance. A certified copy of the full text of such adopted ordinance or amendment shall be on file in the office of the City Clerk.

SECTION 6. The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on January 10, 2023. 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 24th day of January, 2023; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom Hallinan
City Attorney

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.6

SECTION 9: CONSENT CALENDAR

Meeting Date:	January 24, 2023
Subject:	Second Reading of the Summerfair Rezone Ordinance
From:	Marisela H. Garcia, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council consider approving the Rezone Ordinance for the Summerfair Project.

SUMMARY

The Project site address is 6448 Claus Road (APN: 062-020-001). The entire project consists of a General Plan Amendment (GPA) to Community Commercial (C/C), a Zoning Ordinance Amendment (Rezone) to Planned Development (PD), an Architecture and Site Plan Review (ASPR), and a Mitigated Negative Declaration adoption for a storage facility on an approximately 5.9-acre lot. The Planning Commission, after taking public comment at their regular meeting of December 20, 2022, voted 4-0 to recommend approval of the Ordinance to the City Council. At their regular meeting of January 10, 2023, the City Council approved two resolutions and voted ___ to approve the first reading of the ordinance and pass it to a second reading.

BACKGROUND

On September 14, 2021, the Riverbank City Council approved an Ordinance allowing for a 12.27-acre site to be rezoned to Planned Development (PD) from General Commercial (C-2) to allow for the development of forty-seven (47) single-family residential units on a portion of the 12.27-acre site. In addition to adopting the Ordinance, the City Council approved a Tentative Map that subdivided the 12.27-acre site which left a 5.9-acre remainder parcel. In accordance with Section 21159.21(a-j) of the CEQA Statutes, the

City Council determined the residential portion of the project to be exempt from further environmental review. The 5.9-acre remainder parcel is the location for the Proposed Project and an Initial Study was completed, leading to a Mitigated Negative Declaration that was adopted January 10, 2024.

GENERAL PLAN CONSISTENCY

The proposed project is consistent with the following General Plan policies: Policy DESIGN 2.3, Policy DESIGN 2.5, Policy DESIGN 8.3, Policy DESIGN 10.1, and Policy LAND 4.3.

ATTACHMENTS

1. Ordinance 2023-XXX

CITY OF RIVERBANK

ORDINANCE 2023-XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE REZONING OF 5.9 ACRES TO PLANNED DEVELOPMENT,
LOCATED AT 6448 CLAUS ROAD (APN 062-020-001) –
A PROJECT KNOWN AS SUMMERFAIR**

WHEREAS, a General Plan Amendment, Rezone, and Architecture and Site Plan Review application has been received from Summerfair Commerce Center with a proposal to construct a storage facility on approximately 5.9 acres at 6448 Claus Road; and

WHEREAS, the City of Riverbank Planning Commission conducted a Public Hearing on Tuesday December 20, 2022, to consider the proposed Rezone Ordinance (the “Rezone Ordinance”) in Riverbank and make a recommendation to the City Council; and

WHEREAS, the City Council held a properly noticed public hearing on the proposed Rezone Ordinance, and considered the Planning Commission recommendation, and any public comments and all documents or testimony received; and

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

1. An application has been received from Summerfair Commerce Center, LLC (“Summerfair”) with a proposal to construct a storage facility on approximately 5.9 acres at 6448 Claus Road; and

2. The project site is currently zoned residential Planned Development (PD) and the application includes a request to rezone the property to a commercial Planned Development (PD); and

3. The application also requests a General Plan Amendment to change the current designation of 6448 Claus Road from Medium Density Residential (MDR, which allows for a net density of 8-16 dwelling units per acre), to Community Commercial (C/C, which would allow for a storage facility); and

4. The project site is currently vacant and the application includes a request for the Architecture and Site Plan Review of a new storage facility; and

5. The Planning Commission held a public hearing on December 20, 2022 to consider Zoning Ordinance Amendment (Rezone) 03-2021; and

6. Notice of the public hearing on the Rezone was published in the *Riverbank News*, a newspaper of general circulation on December 7, 2022; and

7. Notices of the public hearing on the Rezone were mailed to all property owners within three hundred (300) feet of the property, according to the most recent assessor's roll, on December 5, 2022; and

8. The Planning Commission has reviewed the proposed Rezone and conducted a public hearing on December 20, 2022, in the manner prescribed by law; and

9. All other legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1: The City Council of the City of Riverbank approves Rezoning 5.9 acres to Planned Development zoning for a property located at 6448 Claus Road (APN 062-020-001) to make it consistent with a General Plan Designation of Community Commercial (C/C).

Section 2: The City Clerk is hereby directed to cause the Official Zoning Map of the City of Riverbank to be revised to reflect the rezoning approved by this ordinance.

Section 3: Constitutionality, 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 invalid or 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 invalid or unconstitutional.

Section 4: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

Section 5: The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on January 10, 2023. 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 24th day of January, 2023; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom Hallinan
City Attorney

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.7

SECTION 9: CONSENT CALENDAR

Meeting Date: January 24, 2023

Subject: Second Reading by Title Only of a Proposed Ordinance Amending Title XV: Section §153.003, DEFINITIONS, Section §153.031, USES PERMITTED, Section §153.046, USES PERMITTED, Section §153.061, USES PERMITTED, Section §153.067, USES PERMITTED, and adding Sections §153.170 through §153.177 related to Tiny House Villages.

From: Marisela H. Garcia, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager
David Niskanen, JB Anderson Land Use Planning

RECOMMENDATION

It is recommended that the City Council approve a second reading of an Ordinance permitting and providing development standards for tiny house villages in residential zones. At their regular meeting of December 20, 2022, the Planning Commission voted 4-0 to recommend that the City Council approve the ordinance. On January 10, 2023, the City Council heard the item in public hearing and voted _____ to approve it for a second reading.

SUMMARY

The proposed Zoning Ordinance Amendment is a staff-initiated proposal to modify the Riverbank Municipal Code (RMC) to add Tiny House Villages as a Permitted Use in Residential Zoning Districts and regulations for the development of Tiny House Villages.

The City conducted a Public Workshop with the Planning Commission on July 19, 2022 to discuss the proposed Tiny House Village Ordinance. The purpose of the Workshop was to discuss the contents of the Ordinance, including but not limited to the definition of a Tiny House, Zoning Districts in which Tiny House Villages should be permitted, setbacks, off-street parking, landscaping and open space, and lot area standards. The feedback provided by the Planning Commissioners' and the public at the aforementioned Workshop have been incorporated into the proposed Tiny House Village Ordinance.

ENVIRONMENTAL

The proposed Zoning Ordinance Amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) by the “Common Sense Exemption”, stating that CEQA applies only to projects that have the potential for causing a significant effect to the environment. The Zoning Ordinance Amendment does not have the potential to cause any direct or indirect physical change to the environment. The proposed Zoning Ordinance Amendment is also exempt pursuant to CEQA Guidelines Section 15305 (Minor Alterations in Land Use Limitations).

GENERAL PLAN CONSISTENCY

The proposed Ordinance complies with the following General Plan Policies: LAND-2.4, Land-3.3, Policy 1.1, and Policy 3.1.

FINANCIAL IMPACT

There is no direct financial impact associated with the adoption of the Ordinance.

ATTACHMENT

1. Ordinance 2023-XXX

CITY OF RIVERBANK

ORDINANCE 2023-XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AMENDING THE RIVERBANK MUNICIPAL CODE BY AMENDING
SECTION §153.003, SECTION §153.031, SECTION §153.046, SECTION §153.061,
SECTION §153.067 AND ADDING SECTIONS §153.170 THROUGH §153.177
RELATED TO TINY HOUSE VILLAGES**

WHEREAS, on July 19, 2022, the Planning Commission held a duly noticed Public Workshop to discuss an ordinance that would allow development of tiny house villages in certain residential districts; and

WHEREAS, on November 30, 2022, 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 on the City's website; and

WHEREAS, the Planning Commission held a public hearing on December 20, 2022 to consider an amendment to the City of Riverbank Municipal Code and with a vote of 4-0, recommended approval of this Ordinance to the City Council; and

WHEREAS, the proposed amendments to the Riverbank Municipal Code would amend Sections of Title XV: Land Usage, Chapter 153: Zoning to define and permit Tiny House Villages; and

WHEREAS, the proposed amendments to the Riverbank Municipal Code would create new Sections of Title XV: Land Usage, Chapter 153: Zoning for the regulation of Tiny House Villages; and

WHEREAS, the amendment is exempt from analysis under the California Environmental Quality Act (CEQA) under the "Common Sense Exemption" that CEQA applies only to projects that have the potential for causing significant environmental effects, as specified in Section 15061(b)(3) of the State CEQA Guidelines. The proposed project is also exempt from CEQA pursuant to State CEQA Guidelines Section 15305 (Minor Alternations in Land Use Limitations); and

WHEREAS, The Riverbank Planning Commission made the following findings:

1. The proposed Zoning Ordinance Amendment is consistent with the City's

General Plan Land Use Element.

2. The proposed Zoning Ordinance Amendment furthers the public interest, convenience, and general welfare of the City. The amendments would expand the type of housing available for development within the City of Riverbank.
3. The proposed Zoning Ordinance Amendment furthers implementation of the Goals, Policies and Programs of the 2014 – 2023 Housing Element, dated February 2016. Specifically, the proposed Zoning Ordinance Amendment is consistent with the following Policies and Programs:
 - a. Policy 1.1 – Ensure land use and zoning procedures are accommodating to affordable housing.
 - b. Program 2.1j – Encourage housing development within the General Plan Infill Opportunity Area and specifically, sites designated Mixed Use.
 - c. Policy 3.1 – Promote efficient and creative alternatives to help reduce government constraints.
 - d. Program 3.1a – Continue to promote the use of Planned Development zones for developers who wish to deviate from setbacks, parking, or other standards which may limit their ability to develop at a desired density.

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

SECTION 1: Title XV: Land Usage, Chapter 153: Zoning, Section 153.003: Definitions, shall be amended as follows (added language is represented in underline text):

§ 153.003 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. All words used in the present tense shall include the future tense; all words in the plural number shall include the singular number, and all words in the singular number shall include the plural number, unless the natural construction of the wording indicates otherwise.

ACCESSORY. A building, part of a building or structure or use which is subordinate to, and the use of which is incidental to that of the main building, structure or use on the same lot. Where an accessory building has a wall or a portion of a wall not less than four feet in length in common with a main building, such accessory building shall be considered a part of the main building.

ALLEY. Any public thoroughfare, not exceeding 30 feet in width, for the use of pedestrians and/or vehicles which affords only a secondary means of access to abutting property.

APARTMENT. A room or suite of two or more rooms which is designed for, intended for, and/or occupied by one family doing its own cooking therein.

BOARDING HOUSE. A dwelling other than a hotel or a residential care home, wherein lodging and meals are provided for compensation for more than five but not more than ten persons other than the immediate members of the proprietor's family.

BUILDING (includes the word **STRUCTURE**). Any structure having a roof supported by columns and/or walls and intended for the shelter, housing and/or enclosure of any persons, animal or chattel. When any portion thereof is completely separated from every other portion thereof by a masonry division or fire wall without any window, door or any other opening therein, which wall extends from the ground to the upper surface of the roof at every point, then such portion shall be deemed to be a separate building.

BUILDING, ACCESSORY. A subordinate building, the use of which is incidental to that of a main building on the same lot. Signs and fences are not to be considered as accessory buildings. Where an accessory building does not have a common wall of at least four feet in length with the main building on the same lot, it shall be considered detached.

BUILDING HEIGHT. The vertical distance measured from the average level of the highest and lowest point of that building site covered by the building to the ridge or peak of the roof.

BUILDING LINE. A line parallel to the front lot line and at a distance therefrom equal to the required depth of the front yard and extending across the full width of the lot.

BUILDING, MAIN. A building in which is conducted the principal use of the lot upon which it is situated. In any R district, any dwelling shall be deemed to be a main building upon the lot upon which the same is situated.

BUSINESS or COMMERCE. The purchase, sale or other transaction involving the handling or disposition (other than as included in the term **INDUSTRY** as defined herein) of any article, substance or commodity for profit or livelihood, including office buildings, offices, shops for the sale of personal services, garages, outdoor advertising signs, automobile parts, automobile courts and recreational and amusement enterprises conducted for profit, but not including junk yards.

CARNIVAL. A traveling or itinerant commercial amusement enterprise consisting of sideshows, vaudeville, games, merry-go-rounds or other mechanical amusement devices temporarily located within the city. A **CARNIVAL** shall not be construed to include or mean a festival or amusement.

CIRCUS. A traveling or itinerant commercial amusement enterprise utilizing an enclosure of any kind, but usually circular or rectangular, partially surrounded by seats, used for exhibition or horsemanship, acrobatic performances, acts of clowns, feats of animal training or the like, temporarily located in the city.

CLUB. An association of persons for some common, nonprofit purpose but not including groups organized primarily to render a service which is customarily carried on as a business.

COMMUNICATIONS EQUIPMENT BUILDING. A building housing electrical and mechanical equipment necessary for the conduct of a public utility communications business, with or without personnel.

COMMUNITY DEVELOPMENT DIRECTOR. The Community Development Director of the City of Riverbank.

DAY CARE CENTER. Day care center means a dwelling or building or structure in which persons not of the immediate family are provided with care for compensation for a portion of the day not exceeding 12 hours in any 24-hour period. A day care shall not include 24-hour care and shelter.

DWELLING. A building or portion of a building designed for residential purposes, including one-family, two-family and multiple family dwelling but not including hotels, motels, boarding houses and lodging houses.

DWELLING GROUP. A group of two or more or detached or semi-detached single-family, two-family or multiple dwellings occupying a parcel of land in one ownership.

DWELLING, MULTIPLE. A building or portion thereof used or designed as a residence for three or more families living independently of each other, and doing their own cooking in the building.

DWELLING, SINGLE-FAMILY RESIDENCE. A residential building containing one dwelling unit on one lot. All rooms within the single-family attached dwelling shall be interconnected. Single-family dwelling shall include a dwelling that is constructed for the purposes of providing supportive and transitional housing.

DWELLING, TINY HOUSE. A detached single-family residence within a tiny house village. A tiny house dwelling is defined as having a maximum floor area square footage of eight hundred (800) square feet and a minimum floor area square footage of one hundred and fifty (150) square feet.

DWELLING, TWO FAMILY (DUPLEX). A detached building designed for and/or occupied exclusively for two families living independently of each other, but under one roof.

DWELLING UNIT. One or more rooms in a dwelling designed for occupancy by one family for living or sleeping purposes, and having only one kitchen.

DWELLING UNIT, ACCESSORY. An attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following: (A) an efficiency unit; and (B) a manufactured home.

DWELLING UNIT, JUNIOR ACCESSORY. A unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

E-CIGARETTE. Any electronic or battery-operated device, the use of which may resemble smoking, that can be used to deliver an inhaled dose of vapors, including nicotine or other substances, this includes but is not limited to an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, a vapor cigarette or any other product name or descriptor.

EFFICIENCY KITCHEN. Means a kitchen that includes each of the following:

- (1) A cooking facility with appliances.
- (2) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

EFFICIENCY UNIT. Has the same meaning as defined in Cal. Health & Safety Code § 17958.1.

EMERGENCY SHELTERS. Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

EMPLOYEE HOUSING. Defined the same as labor camp per Cal. Health & Safety Code § 17021.5 and § 17021.6.

FAMILY. One or more persons occupying a dwelling unit and living as a single housekeeping unit, and distinguished from a group occupying a boarding house, lodging house, motel or hotel.

FAMILY DAY CARE CENTER. A day care center which also serves as the residence of the licensee.

FLOOR AREA. The sum of the gross horizontal areas of several floors of the building, excluding areas used for accessory garage purposes, and such basement and cellar areas as are devoted exclusively to uses accessory to the operations of the

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building. All horizontal dimensions shall be taken from the exterior faces of walls including walls or other enclosures or enclosed porches. Whenever the term is used in this title as a basis of requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, **FLOOR AREA** applies not only to the ground floor area but also to any additional stories or basement of the structure.

FLOOR AREA RATIO. The ratio of gross building floor area to total lot area expressed as such. Example: two square feet of gross floor area for each three square feet of total lot area would result in a floor area ratio of .66:1.

(Ord. 87-11, passed 7-27-87)

GARAGE. An accessory building or an accessory portion of the main building, enclosed on all sides, and with a clear vertical opening not to exceed nine feet and designed or used for the shelter or storage of passenger vehicles and located on the same lot as the dwelling to which it is accessory.

(Ord. 88-14, passed 11-28-88)

GARAGE, PARKING. A building used for the parking of more than three automobiles or trucks, whether free, for compensation, or as an accommodation.

GARAGE, PUBLIC. A building other than a private garage, enclosed on all sides and used for the care, repair or equipping of automobiles, or where such vehicles are kept for hire, sale or equipping.

GARAGE SALES, YARD SALES, MOVING SALE, PATIO SALES and SIMILAR USES. The retail sale of used or secondhand goods or merchandise in connection with a lawfully existing dwelling unit on property within any zoning district provided that:

(1) No such sale shall be conducted upon the same premises for more than three consecutive days nor on more than two separate occasions within any one calendar year.

(2) No such sale shall result in the use of more than two unlighted signs not exceeding three square feet each in area. The signs to be displayed only during such times as the sale is actually being conducted.

GUEST HOUSE. Living quarters within an accessory building for temporary use by guests of the occupants of the premises. The quarters shall have no kitchen facilities and shall not be rented or otherwise used as a separate dwelling.

HOME OCCUPATION. Any occupation conducted primarily within a dwelling unit and carried on by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock

in trade or commodities sold except those which are produced on the premises. The home occupation must meet the requirements of §§ [153.265](#) through [153.267](#).

HOOKAH LOUNGE. Any facility, building, structure or location, whether fixed or mobile, where customers share a pipe commonly, but not always, made of glass, used for vaporizing and smoking tobacco, flavored tobacco, shisha, dried fruits, or other substances in which vapor or smoke is passed through a water basin before inhalation. Hookah lounge includes, but is not limited to the use of a communal hookah, waterpipe, shisha, narghile, or other such smoking device.

HOSPITAL, MENTAL. An institution licensed by the state to care for or treat persons having mental or nervous disorders.

HOTEL. Any building or portion thereof, containing six or more guest rooms used, designed or intended to be used by paying guests. A motel shall be considered a hotel.

HOUSEHOLD PETS. Animals or fowl ordinarily permitted in the home and kept for company or pleasure and not for profit, such as dogs, cats and canaries, but not including a sufficient number of dogs or cats to constitute a kennel. Household pets may also include not more than a total of 12 chinchillas, hamsters, white mice or similar animals in combination.

JUNK YARD. The use of more than 200 square feet of the area of any parcel, lot, or contiguous lots or parcels for the storage or keeping of junk, including but not limited to scrap materials, surplus material, secondhand material or for the dismantling or wrecking of automobiles or other vehicles or machinery.

KENNEL. A place where four or more dogs or cats (or any combination of four or more dogs and cats) of four months of age or older are kept.

KITCHEN. Any room or space used, intended or designed to be used for cooking or for the preparation of food for one family.

LABOR CAMP. Any living quarters, dwelling, boarding house, tent, bunk house, camper, mobile home or other housing accommodation, maintained for five or more persons employed in connection with any agricultural work.

LOT (includes the word **PLOT**). Land occupied or to be occupied by a building and its accessory buildings or by a dwelling group and its accessory buildings, together with such open spaces as are required under the provisions of this title, having not less than the minimum area required by this title for a building site in the district in which such lot is situated, and having its principal frontage on a street.

LOT, AREA. The total horizontal area included within the lot lines.

LOT, CORNER. A lot situated at the intersection of two or more streets, or bounded on two or more adjacent sides by street lines.

LOT, DEPTH. The average distance from the street line of the lot to its rear line measured in the general direction of the side lines of the lot.

LOT, FRONTAGE. That portion of a lot abutting a public street.

LOT LINES. The lines bounding a lot.

LOT, WIDTH. The distance between the side lines of a lot measured at the building setback line.

MOBILE HOME. A vehicle designed and equipped for human habitation as defined by the Cal. Health & Safety Code § 18008.

MOBILE HOME PARK. A lot or parcel of land which is used exclusively for the parking thereon of ten or more mobile homes for a rental charge or for rent or lease of mobile homes, and for appurtenant facilities for the exclusive use of the occupants such as laundry, rest rooms, recreation and storage facilities, and mobile home, dwelling or office facility for the owner or manager.

MOTEL. Any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed for temporary use by tourists or transients, with garage attached or parking space conveniently located to each unit, including auto parks, motor lodges, and tourist courts.

NONCONFORMING USE. A building or land occupied by a use that does not conform to the regulations for the district in which it is situated.

OUTDOOR ADVERTISING SIGN. Any card, cloth, paper, metal, painted glass, wooden, plaster, stone or other sign of any kind or character whatsoever placed for advertising purposes on the ground or on any tree, wall, bush, post, fence, building, structure or thing whatsoever.

OUTDOOR ADVERTISING STRUCTURE. Any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including outdoor advertising statuary.

(Ord. 87-11, passed 7-27-87)

PARKING SPACE. An accessible and usable space on a building site of at least nine-feet by 19-feet with access for the parking of automobiles. The length of the space may be reduced by two feet if landscaped planters of sufficient width are used as curb stops.

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

PLANNING COMMISSION. The City Planning Commission of the City of Riverbank.

PUBLIC TRANSIT. Means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

RECREATION VEHICLE. Either of the following:

(1) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

(a) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

(b) It contains 400 square feet or less of gross area measured at maximum horizontal projections.

(c) It is built on a single chassis.

(d) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(2) A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:

(a) It contains 400 square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed 12 feet in width or 40 feet in length in the traveling mode.

(b) It is built on a single chassis.

(c) It may only be transported upon the public highways with a permit.

(Cal. Health & Safety Code § 18010)

RESIDENTIAL CARE HOME. A home operated as a boarding home and in which nursing, dietary and other personal services are furnished to convalescent, invalid or aged persons in return for compensation; but in which are performed no surgical or other primary treatments such as are customarily provided in sanitariums or hospitals and in which no persons are kept or served who normally would be admissible to a mental hospital.

ROOMING HOUSE. A dwelling, building or structure occupied by five or more persons who have agreed to pay a specific rent for a specific space as distinguished from guests subject to innkeeper's liability.

SAWMILL. Any structure or land used for the manufacture or remanufacturing of lumber or lumber products by the use of power equipment.

SERVICE STATION. A structure or area which is provided for the servicing, washing and fueling of motor vehicles, including minor repairs, and the storage and sale of merchandise and supplies, incidental thereto, provided, however, that the washing of automobiles shall be permitted only when no chain conveyor, blower or steam cleaning device is involved.

SHALL. Is mandatory and not directory.

STORY. The portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall be considered a story. A basement shall not be considered a story when computing the height of a building.

STREET. A thoroughfare which has been dedicated or abandoned to the public and accepted by proper public authority for a thoroughfare, not less than 30-feet wide, which has been made public by right of use and which affords the principal means of access to abutting property.

STRUCTURAL ALTERATIONS. Any changes in the supporting member of a building, such as bearing walls, columns, beams or girders.

STRUCTURE. Anything constructed or erected which requires location on the ground or attached to something having a location on the ground but not including fences or walls used as fences not more than six feet in height or free-standing signs.

SUPPORTIVE HOUSING. Housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

TANDEM PARKING. Means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

TARGET POPULATION. Persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Development Disabilities Services Act (Division 4.5 (commencing with §§ 4500 et seq. of the Cal. Welfare and Institutions Code)) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

TINY HOUSE VILLAGE. A minimum of five (5) tiny house dwellings on either a single parcel or individual parcels for each tiny house dwelling as part of the same subdivision.

TRANSITIONAL HOUSING. Buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.

TRUCK TERMINAL. The storage of one or more commercial trucks which have a body exceeding 12 feet in length in rear of the cab, or the storage of more than one truck of any type. A truck shall not be normally construed as a means of transportation in lieu of an automobile and not normally an accessory use to a dwelling.

USE. The purpose for which land or a building is designed, arranged, or intended or for which it is or may be occupied or maintained.

USE, ACCESSORY. A use incidental and secondary to the principal use of a lot or building located on the same lot as the accessory use.

USED CAR. Any automobile, pickup truck of no more than a one ton load rating or any van of no more than a one ton load rating.

VAPOR BAR. Any facility building, structure of location, whether fixed or mobile, where customers utilize a heating element that vaporizes liquid solution that releases nicotine or flavored vapor, including the use of e-cigarettes.

VETERINARY HOSPITAL. An establishment for the care and treatment of animals, including household pets, livestock and commercial poultry, all facilities to be within a completely enclosed building except for exercising runs and parking of automobiles.

WRECKING YARD. The use of more than 200 square feet of the area of and lot for the storage of immobile vehicles or the dismantling or wrecking of automobiles or other vehicles or machinery.

YARD. An open space other than a court on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward except as otherwise provided in this title.

YARD, FRONT. A yard extending across the front of the lot and lying between the front line and a line parallel thereto, and having a distance between such parallel lines equal to the required front yard depth as prescribed in each district.

YARD, REAR. A yard extending across the full width of the lot and lying between the rear line of the lot and the nearest line of the buildings as prescribed for the district.

YARD, SIDE. An area extending from the front lot line to the rear lot line, and lying parallel thereto, within the lot and having a distance between such parallel lines equal to the side yard width as prescribed in each district.

(Ord. 87-11, passed 7-27-87)

(`67 Code, § 10-1-3) (Am. Ord. 2015-002, passed 2-24-15; Am. Ord. 2015-009, passed 4-14-15; Am. Ord. 2017-010, passed 10-24-17; Am. Ord. 2021-007, passed 12-14-21)

SECTION 2: Title XV: Land Usage, Chapter 153: Zoning, Section 153.031: Uses permitted shall be amended as follows (added language is represented in underline text):

§ 153.031 USES PERMITTED.

(A) One single-family dwelling or one manufactured home provided that the manufactured home meets the following restrictions:

(1) Manufactured homes may be installed only if no more than ten years has elapsed between the date of manufacture and the date of application for a permit to install the manufactured home.

(2) Manufactured homes must be on a foundation system approved by resolution of the City Council.

(3) All manufactured homes shall be subject to review and approval by the Community Development Director with respect to orientation on the lot, siding material, roofing materials and roof overhang to ensure, to the greatest extent feasible, compatibility with surrounding structures. A pictorial representation of the proposed manufactured home shall be submitted with the application.

(4) No other dwelling units (i.e. single family, duplex, multiple family, apartments or dwelling groups) shall be allowed on the same lot.

(Ord. 87-11, passed 7-27-87; Am. Ord. 2002-001, passed 1-28-02)

(B) Accessory buildings are normally incidental to a single-family dwelling provided that such buildings are constructed concurrent with, or subsequent to the construction of the single-family dwelling. **NORMALLY INCIDENTAL** shall be deemed to mean that, in addition to a garage (either attached or detached), the maximum size of the accessory building shall be determined by maximum lot coverage.

(1) A detached accessory building, other than a covered patio as defined herein, may occupy not more than 50% of a required rear yard, subject to the following requirements within an "R" district:

(a) No detached accessory building shall be closer than six feet to the main building, exclusive of roof covering;

(b) No detached accessory building shall be allowed within the required yard areas, exclusive of roof covering;

(c) Seven and one-half feet shall be the maximum height for a "shed" located at the setback line. A shed height may be increased one and one-half feet for every one foot back from the setback line to a maximum height of 15 feet;

(d) A detached gazebo shall not be located closer than six feet to the main building exclusive of roof covering; shall not exceed a maximum height of 15 feet.

(Ord. 88-14, passed 11-28-88; Am. Ord. 2004-001, passed 6-14-04)

(C) Family day care centers limited to six paying guests.

(D) Family day care centers for seven to 12 paying guests when the following criteria are met:

(1) At least one off-street parking space shall be provided for each employee.

(2) There are no other day care centers for more than six paying guests within 300 feet of the exterior boundaries of the subject site.

(3) In addition to the required employee parking, there shall be provided at least two off-street parking spaces for loading and unloading of guests. These spaces shall be so located that vehicles head in and head out without using the public street for maneuvering, loading or unloading.

(E) Home occupations as defined in § [153.003](#) and regulated in §§ [153.265](#) through [153.267](#) of this chapter.

(F) Public parks and public buildings.

(G) Temporary real estate office and sign (not to exceed 100 square feet in area) may be located on any new subdivision for a period of not more than two years from the date of recording of the map of the subdivision upon which the office and sign are located. This time limit shall automatically be extended under the conditions in § [153.285](#)(A)(1)(g) of this chapter.

(H) Temporary construction buildings to house tools and equipment or containing supervisory office in connection with construction projects during active construction on the same property.

(I) Residential care homes in which no more than six persons not of the immediate family are provided with food, shelter and care for compensation, but not including hospitals, clinics or similar institutions devoted primarily to diagnosis and treatment of disease or injury.

(J) Signs as allowed in §§ [153.280](#) through [153.285](#).

(K) Garage sales, as defined in § [153.003](#).

(L) Temporary uses such as a circus, carnival, fair or festival provided that they meet the following requirements:

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(1) The use shall be temporary in nature and shall not last more than four days.

(2) The organizers of the event shall notify the Riverbank Police Services Division of their intentions at least 30 days prior to the scheduled beginning of the event.

(3) A business license shall be obtained as required by § 110.18 of the City Code.

(4) Licenses will only be issued to local businesses or shopping centers when conducted on the same property as the business/shopping center or to local nonprofit organizations.

(M) Temporary mobile home for ill or aged family members as regulated by § 153.219 of the City Code.

(N) Accessory dwelling unit meeting §§ 153.325 et seq.

(O) One duplex on a corner lot, provided that the front door and garage of each unit faces a different street and that garages are recessed five feet from living quarters subject to an architectural and site plan review application approved by the Community Development Director.

(P) Employee housing (no more than six workers per unit and no more than 12 units or 36 beds), farmworker housing, transitional housing, supportive housing.

(Q) Tiny House Village, as defined in § 153.003 and as allowed in § 153.170 through 153.177.

(`67 Code, § 10-3-2) (Ord. 87-11, passed 7-27-87; Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2008-008, passed 9-8-08; Am. Ord. 2017-010, passed 10-24-17)

SECTION 3: Title XV: Land Usage, Chapter 153: Zoning, Section 153.046: Uses Permitted shall be amended as follows (added language is represented in underline text):

§ 153.046 USES PERMITTED.

(A) A single-family dwelling or one duplex, or two dwelling units, except that on parcels with no direct frontage on a city maintained street, only one single-family dwelling is permitted.

(B) In lieu of all the residential uses listed in division (A) above, one manufactured home per lot provided that the manufactured home meets the following restrictions:

(1) Manufactured homes may be installed only if no more than ten years has elapsed between the date of manufacture and the date of application for a permit to install the manufactured home.

(2) Manufactured homes must be on a foundation system approved by resolution of the City Council.

(3) All manufactured homes shall be subject to review and approval by the Community Development Director with respect to siding material, roofing materials and roof overhang to ensure, to the greatest extent feasible, compatibility with surrounding structures. A pictorial representation of the proposed manufactured home shall be submitted with the application.

(4) No other dwelling units (such as, single-family or duplex) shall be allowed on the same lot.

(Ord. 87-11, passed 7-27-87; Am. Ord. 2002-001, passed 1-28-02)

(C) Accessory buildings normally incidental to dwellings provided that such buildings are constructed concurrent with, or subsequent to the construction of the dwellings. **NORMALLY INCIDENTAL** shall be deemed to mean that, in addition to a garage(s) (either attached or detached) as required by this title, the size of the accessory building does not exceed 20% of the living area of the dwellings.

(Ord. 88-14, passed 11-28-88)

(D) Family day care centers limited to six paying guests.

(E) Family day care centers for seven to 12 paying guests when the following criteria are met:

(1) At least one off-street parking space shall be provided for each employee.

(2) There are no other day care centers for more than six paying guests within 300 feet of the exterior boundaries of the subject site.

(3) In addition to the required employee parking, there shall be provided at least two off-street parking spaces for loading and unloading of guests. These spaces shall be located so that vehicles head in and head out without using the public street for maneuvering, loading, or unloading.

(F) Home occupations as defined in § [153.003](#) and regulated in §§ [153.265](#) through [153.267](#).

(G) Public parks and public buildings.

(H) Temporary real estate office and sign (not to exceed 100 square feet in area) may be located on any new subdivision for a period of not more than two years from the date of recording of the map of the subdivision upon which the office and sign are located. This time limit shall automatically be extended under the conditions described in § [153.285](#)(A)(1)(g).

(I) Temporary construction building to house tools and equipment or containing supervisory offices in connection with construction projects during active construction on the same property.

(J) Residential care homes in which less than seven persons not of the immediate family are provided with food, shelter and care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to diagnosis and treatment of disease or injury.

(K) Signs as allowed in §§ [153.280](#) through [153.285](#).

(L) Temporary uses such as a circus, carnival, fair or festival, provided that they meet the following requirements:

(1) The use shall be temporary in nature and shall not last more than four days.

(2) The organizers of the event shall notify the Riverbank Police Services Division of their intentions at least 30 days prior to the scheduled beginning of the event.

(3) A business license shall be obtained as required by § [110.18](#) of the City Code.

(4) Licenses will only be issued to local businesses or shopping centers when conducted on the same property as the business/shopping center or to local nonprofit organizations.

(M) Temporary mobile home for ill or aged family members as required by § [153.219](#).

(N) Garage sales as defined in § [153.003](#).

(O) Accessory dwelling unit meeting §§ [153.325](#) et seq.

(P) Transitional and supportive housing.

(Q) Tiny House Village, as defined in § 153.003 and as allowed in § 153.170 through 153.177.

(`67 Code, § 10-4-2) (Ord. 87-11, passed 7-27-87; Am. Ord. 2017-010, passed 10-24-17)

SECTION 4: Title XV: Land Usage, Chapter 153: Zoning, Section 153.061: Uses permitted shall be amended as follows (added language is represented in underline text):

§ 153.061 USES PERMITTED.

(A) Single-family, duplex and multiple family dwellings, apartment houses, dwelling groups, except that on parcels with no direct frontage on a city maintained street, only one single-family dwelling is permitted.

(B) In lieu of all the residential uses listed in division (A) above, one manufactured home per lot provided that the manufactured home meets the following restrictions:

(1) Manufactured homes may be installed only if no more than ten years has elapsed between the date of manufacture and the date of application for a permit to install the manufactured home.

(2) Manufactured homes must be on a foundation system approved by resolution of the City Council.

(3) All manufactured homes shall be subject to review and approval by the Community Development Director with respect to lot orientation, siding material, roofing materials and roof overhang to ensure, to the greatest extent feasible, compatibility with surrounding structures. A pictorial representation of the proposed manufactured home shall be submitted with the application.

(4) No other dwelling units (such as, single-family, duplex, multiple family, apartments or dwelling groups) shall be allowed on the same lot.

(Ord. 87-11, passed 7-27-87; Am. Ord. 2002-001, passed 1-28-02)

(C) Accessory buildings normally incidental to permitted uses provided that such buildings are constructed concurrent with, or subsequent to the construction of the permitted use. ***NORMALLY INCIDENTAL*** shall be deemed to mean that, in addition to a garage(s) (either attached or detached) as required by this chapter, the size of the accessory building does not exceed 20% of the area of the main building.

(Ord. 88-14, passed 11-28-88)

(D) Family day care centers limited to six paying guests.

(E) Family day care centers for seven to 12 paying guests when the following criteria are met:

(1) At least one off-street parking space shall be provided for each employee.

(2) There are no other day care centers for more than six paying guests within 300 feet of the exterior boundaries of the subject site.

(3) In addition to the required employee parking, there shall be provided at least two off-street parking spaces for loading and unloading of guests. These spaces shall be located so that vehicles head in and head out without using the public street for maneuvering, loading, or unloading.

(F) Home occupations as defined in § [153.003](#) and regulated in §§ [153.265](#) through [153.267](#).

(G) Public parks and public buildings.

(H) Temporary real estate office and sign (not to exceed 100 square feet in area) may be located on any new subdivision for a period of not more than two years from the date of recording of the map of the subdivision upon which the office and sign are located. This time limit shall automatically be extended under the conditions described in § [153.285](#)(A)(1)(g).

(I) Temporary construction building to house tools and equipment or containing supervisory offices in connection with construction projects during active construction on the same property.

(J) Residential care homes in which less than seven persons not of the immediate family are provided with food, shelter and care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to diagnosis and treatment of disease or injury.

(K) Signs as allowed in §§ [153.280](#) through [153.285](#).

(L) Temporary uses such as a circus, carnival, fair or festival, provided that they meet the following requirements:

(1) The use shall be temporary in nature and shall not last more than four days.

(2) The organizers of the event shall notify the Riverbank Police Services Division of their intentions at least 30 days prior to the scheduled beginning of the event.

(3) A business license shall be obtained as required by § [110.18](#) of the City Code.

(4) Licenses will only be issued to local businesses or shopping centers when conducted on the same property as the business/shopping center or to local nonprofit organizations.

(M) Garage sales as defined in § [153.003](#).

(Ord. 87-11, passed 7-27-87)

10/11/2023/7.11

(N) Accessory dwelling unit meeting §§ [153.325](#) et seq.

(O) Emergency shelters as defined in § [153.003](#).

(P) Transitional housing as defined in § [153.003](#).

(Q) Supportive housing as defined in § [153.003](#).

(R) Tiny House Village, as defined in § 153.003 and as allowed in § 153.170 through 153.177.

(`67 Code, § 10-5-2) (Am. Ord. 2003-014, passed 11-10-03; Am. Ord. 2015-002, passed 2-24-15; Am. Ord. 2017-010, passed 10-24-17)

SECTION 5: Title XV: Land Usage, Chapter 153: Zoning, Section 153.067: Uses permitted shall be amended as follows (added language is represented in underline text):

§ 153.067 USES PERMITTED.

(A) All attached single-family and multi-family residential uses, including duplexes, apartments, condominiums, townhouses, and live-work units provided that the living units are located above the ground floor of a commercial uses or adjacent to commercial on the same property.

(B) Detached residential uses with a minimum net density of eight units per acre, including single family homes, caretaker units, and manufactured homes.

(C) Attached Higher Density Residential in a vertical and/or horizontal mixed use setting of 16 or more dwelling units per net acre. This residential use must be above (on upper stories of buildings) or adjacent to commercial operations on the same property.

(D) Office uses including administrative, professional, creative, telecommunications, flex, research, and similar office uses that are primarily worker-occupied.

(E) (1) Retail sales of goods that can generally be carried out by the customer including food and specialty foods, open air markets, small household goods, pharmaceuticals and sundries, apparel, art and supplies, antiques, furniture, appliances, electronics, books, flowers, hardware, toys, bicycles and sporting goods, music, and similar goods.

(2) Sales of alcoholic beverages require a conditional use permit in accordance with § [153.361](#).

(F) Service uses including personal and business services with walk-in customer service, such as beauty parlors, spas, cleaners, repair services, banks, travel or real estate agents, medical clinics, child or adult care, photocopiers, mailing services, Laundromats, and similar uses. Rental uses of items such as party supplies, wedding apparel or tuxedos are allowed as services uses.

(G) (1) General commercial uses including entertainment uses including bars, full service restaurants, quick service restaurants (not drive through fast food), dance and exercise studios, gyms, sports facilities, game arcades, and similar uses.

(2) Sales of alcoholic beverages require a conditional use permit in accordance with § [153.361](#).

(H) (1) Civic uses including government offices and services, libraries, community centers, conference facilities, and similar uses.

(2) Public infrastructure including support uses include water, storm water, sewer, and utility infrastructure, streets, sidewalks, bicycle paths, parking garages, transit stops, parks, plazas, streetscape improvements, and other public facilities.

(I) Institutional uses including colleges, trade schools, places of worship, museums, and similar uses.

(J) Tiny House Villages, as defined in § 153.003 and as allowed in § 153.170 through 153.177.

(Ord. 2014-006, passed 7-8-14)

SECTION 6: Title XV: Land Usage, Chapter 153: Zoning is amended to add new Sections: 153.170 through 153.177, which shall read as follows:

Tiny House Villages

Section

- 153.170 Purpose
- 153.171 Applicability
- 153.172 Density
- 153.173 Occupancy
- 153.174 Design and Development Standards
- 153.175 Landscaping and Open Space
- 153.176 Accessory Structures
- 153.177 Architecture and Site Plan Review

§ 153.170 PURPOSE

(A) The purpose of this title is to:

(1) Provide development regulations for tiny house villages, which support a diversity of housing choices to meet a wide variety of housing needs;

(2) Encourage creation of more usable space for residents of tiny house village developments through flexibility in lot standards;

(3) Ensure that the overall size, including bulk and mass of tiny house village structures remains smaller and incurs less visual impact than standard size

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single-family dwellings, particularly given allowed intensity of tiny house village developments;

(4) Provide a centrally located and functional common open space area that fosters a sense of community and a sense of openness in tiny house village developments;

(5) Provide private areas around the individual tiny house dwellings to enable diversity in landscape design and foster a sense of ownership; and

(6) Ensure minimal visual impact from vehicular use and storage areas for residents of the tiny house village development as well as adjacent properties, and to maintain a detached single-family character along public streets.

§ 153.171 APPLICABILITY

(A) The regulations in this title apply to tiny house village developments in zones where such uses are permitted.

§ 153.172 DENSITY

(A) The density shall adhere to the density requirements set forth in the General Plan.

(B) The maximum density shall be one (1) tiny house per every one thousand eight hundred (1,800) square feet of lot area. When calculating the number of units allowed, fractional units shall be rounded down to the nearest whole number.

§ 153.173 OCCUPANCY

(A) Tiny house village units may not be rented on a transient basis (periods less than thirty (30) days).

§ 153.174 DESIGN AND DEVELOPMENT STANDARDS

(A) Parcel Size. The minimum parcel size for one (1) tiny house dwelling shall be eighteen hundred (1,800) square feet and adhere to the following minimum dimensions:

- (1) Minimum width, interior lot – thirty (30) feet;
- (2) Minimum width, corner lot – forty (40) feet; and
- (3) Minimum depth – sixty (60) feet.

(B) Floor Area. The total floor area of each tiny house shall not exceed eight hundred (800) square feet and shall be a minimum size of one hundred and fifty (150) square feet. Exclusions from the total floor area calculation:

(1) Architectural projections, such as bay windows, fire places or utility closets no greater than eighteen (18) inches in depth;

(2) Spaces with ceiling height of five (5) feet or less; and

(3) Other exemptions similar in nature provided in the intent of this title is met and upon approval of the Community Development Director.

(C) Lot Coverage. No more than fifty (50) percent of the lot may be covered by buildings.

(D) Height. The maximum height shall not exceed twenty (20) feet. Structures with pitched roofs with a minimum slope of 6:12 may extend up to thirty (30) feet at the ridge of the roof. Accessory structures will be subject to the height requirements listed in Section 153.033.

(E) Yards.

(1) Front Yard – ten (10) feet.

(2) Side Yard – four (4) feet.

(3) Corner Side Yard – ten (10) feet.

(4) Rear Yard – ten (10) feet.

(5) Garage – eighteen (18) feet.

(6) Projections may extend into the required yard distances as follows:

(a) Eaves may extend up to twenty-four (24) inches.

(b) Architectural projections, such as bay windows, fireplaces, or utility closets no greater than eighteen (18) inches in depth or six feet in width.

(c) Minor appurtenances such as pipes, gas and electrical meters, alarm systems, air vents and downspouts no greater than eighteen (18) inches in depth.

(d) HVAC equipment no greater than twenty-four (24) inches.

(e) Exterior stairways. Exterior stairways that provide access to an upper level are not allowed within the front yard.

(7) The minimum separation between buildings shall be consistent with the city-adopted building code.

(F) Fencing. Fence requirements for tiny house villages are listed in Section 153.033.

(G) Patios and Porches.

(1) Tiny house units may have a covered porch, or entry at least sixty (60) square feet in size with a minimum depth of six (6) feet and minimum width of eight (8) feet.

(2) Patio or patio railing within the private open space should be semi-transparent and a maximum height of three (3) feet.

(H) Lighting. Common open space areas and access driveways, drive aisles and off-street parking areas shall be provided with lighting.

(I) Off-Street Parking.

(1) The minimum number of parking spaces required for tiny house units shall be one (1) parking space per dwelling unit, plus one (1) parking space of guest parking. Guest parking may be in tandem with the off-street parking space for the tiny house unit.

(2) Common parking areas shall be configured in clusters and provided throughout the tiny house village development. The minimum number of parking spaces shall be 0.8 parking space per dwelling unit and the common parking area locations shall be determined by the Community Development Director on a case-by-case basis.

(3) Off-street parking can be located within an accessory structure such as a carport or garage, such structures shall not be attached to individual tiny house units. Uncovered parking is also permitted.

(J) Design Standards.

(1) Orientation and Building Facades. Each building abutting a public street shall have a minimum of four (4) of the following building elements, features, and treatments incorporated into the street-facing façade:

(a) Windows with visible trim and mullions or recessed windows.

(b) Dormers.

(c) Bay windows.

(d) Entry enhancement such as a well detailed door (multi-panel or glass insert), window adjacent to front door (sidelite).

(e) Variation in roof or building colors and materials, on individual units, such as brick, stone or other masonry accents.

(f) Other building elements, treatments, features, or site designs approved by the Community Development Director that provide variety and visual interest.

(2) Units that are on the interior of a development should be oriented toward the common open space or parking areas.

(K) Pedestrian Connectivity.

(1) The pedestrian circulation system shall connect all main entrances on the site. For tiny house units fronting the street, the public sidewalk may be used for this standard.

(2) Direct pedestrian access should be provided to adjacent, publicly accessible parks, open space, and trails, transit, rideshare, and bicycle storage facilities, where feasible.

(3) Pedestrian walkways shall be separated from structures by at least three (3) feet.

(4) Pathways in common open space and other shared areas of the development shall meet Americans with Disabilities Act (ADA) standards.

(L) Restrictions. The size of a tiny house dwelling may not be increased beyond the maximum floor area in subsection 153.174(B). A deed restriction shall be placed on the property notifying future property owners of the size restriction.

§ 153.175 LANDSCAPING AND OPEN SPACE

(A) Landscape Areas. Landscape areas shall be subject to the landscape requirements in Section 153.033. .

(B) Common Open Space. Common open space shall be one (1) or more areas that are designed and maintained for recreation, gardening, and similar activities to all residents. Common open space shall total at least fifty (50) square feet per unit

with a minimum area of three hundred (300) square feet provided regardless of the number of units.

(C) Private Open Space. Each residential unit in a tiny house village development shall have a private open space. Private open space shall be separate from the common open space to create a sense of separate ownership.

(1) Each unit shall be provided with a minimum of 200 square feet of usable private open space. Private open space may include gardening areas, patios or porches.

(2) No dimension of the private open space shall be less than eight (8) square feet.

§ 153.176 ACCESSORY STRUCTURES

(A) Accessory structures that serve on-site units and are subordinate in use and scale to the tiny house village development are allowed subject to lot coverage limitations in Section 153.174.

§ 153.177 ARCHITECTURE AND SITE PLAN REVIEW

(A) Proposals to construct a tiny house village development shall be subject to an Architecture and Site Plan Review by the Planning Commission prior to the issuance of a building permit. Architecture and Site Plan Review entitlements are subject to the provisions in Section 153.217 of this title.

(B) The Community Development Director may allow minor deviations to the requirements for tiny house village proposals described in Sections 153.170 through 153.177, provided that such deviations are consistent with the purposes of this title, and subject to Architecture and Site Plan Review by the Planning Commission.

SECTION 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 8: This Ordinance shall become effective thirty (30) days from and after its final passage (00/00/00), 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 10, 2023. 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 24th day of January, 2023; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council _____ vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom Hallinan
City Attorney

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: UNFINISHED BUSINESS

Meeting Date:	January 24, 2023
Subject:	Thunderbolt Wood Treating Request for Waiver of System Development Fees
From:	Marisela H. Garcia, City Manager
Submitted by:	Tom Hallinan, City Attorney Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that Council review this report and the attached materials, and consider the request of Thunderbolt Wood Treating, Inc. to waive the payment of system development fees on a new building permit. Based on staff's review of the project and correspondence provided by the applicant, staff recommends that Council waive all system development fees originally applied to the building permit.

SUMMARY:

Thunderbolt Wood Treating, Inc. ("Thunderbolt") intends to install a covered metal structure of 24,200 square feet ("sf") over an existing chemical process area (See Attachment 2 for project depictions). Their proposal has been plan checked and their Building Permit is ready to be issued, subject to the submittal of remaining building plan documents. According to our permit processing software MuniPermits, the System Development Fees ("SDF Fees"), plus building permit fees, plus the County Impact Fee resulted in a total of \$417,184.81 (See Attachment 3 with original invoice).

Thunderbolt has questioned the assessment of City SDF Fees on the metal structure and has requested a fee waiver, on the basis that the SDF Fees are inapplicable to this project. Staff does not have the authority to waive or reduce SDF Fees at the initial permit stage. The Council hears and determines each fee waiver request on a case-by-case basis.

Council originally heard this item at their regular meeting of November 8, 2022. The request letter submitted by Thunderbolt for that meeting discussed why two (2) SDF Fees should be waived – Water and Storm Water. Comments made during that meeting

by a Thunderbolt representative indicated Thunderbolt meant to ask for all SDF Fees to be waived, not just the Water and Storm Water fees, but there was a miscommunication. Council provided Thunderbolt with the opportunity to amend their request and return on a future agenda.

Staff has conducted an individualized review of the project's impacts on City's public facilities in preparation for this item. Thunderbolt has now submitted four (4) separate letters in total to City explaining why the metal cover should not be subject to any City SDF Fees (See Attachment 4). Staff agrees that a complete waiver of SDF Fees is appropriate, as further explained in this report.

BACKGROUND:

Chapter 150.30 of the Riverbank Municipal Code contains the SDF Fee Ordinance. Section 150.31 (PURPOSE) explains that the intent of this chapter is to ensure that new development bears a proportionate share of the cost of city parks, water, sewer, storm water, police, city administration, and transportation capital facilities. It is also the intent of this chapter that the SDF Fees imposed on new development are no greater than necessary to defray the impacts directly related to the new development.

Applicable provisions from the Ordinance concerning the SDF Fees for the metal structure are below with staff information in *italics*:

Section 150.32 DEFINITIONS

SYSTEM DEVELOPMENT FEE. The fee charged for a change in use, new construction, including the expansion of and/or the addition to an existing, nonresidential structure, to mitigate the unfunded portion of the determined impact of the development. *The metal structure constitutes an addition to an existing nonresidential structure. The metal structure would be subject to SDF Fees if the metal cover causes new impacts to City facilities (e.g., roadways, sewer system, water system, stormwater system, police, government facilities). Staff has conducted an individualized assessment of how the metal cover is likely to impact City facilities, given that the metal cover is only an addition to an existing use. Staff agrees that the metal cover does cause new burden to City facilities, and therefore should not be subject to any SDF Fees.*

Section 150.34 APPLICABILITY OF PROVISIONS

(F) System Development Fees are intended to represent new impacts on city facilities. The City Council has the ability to allow for fee credits of certain fee categories to match actual project-related impacts on facilities. *This item involves a fee waiver or reduction determination from Council regarding actual project-related impacts on City facilities.*

System Development Fees for Metal Structure:

Staff does not have the discretion to alter the standard SDF Fees applied to new building permit applications, without a fee waiver request submitted to Council. The following chart provides the SDF Fees that City's permit processing software initially applied to Building Permit 21-0525 (Attachment 3).

System Development Fee Type	Amount
Streets/Public Works	\$155,412.40
Water	\$55,635.80
Wastewater	\$37,703.60
Storm Drain	\$112,421.10
Parks and Recreation	\$0
Police/General Government	\$7,356.80
5% Administrative Fee	\$19,396.30
Total System Development Fees	\$387,926.00
Plus Building Permit fees	\$8,958.81
Plus Stanislaus County Fees	\$20,300.00

The software-generated SDF Fees included the Streets, Water, Wastewater, Storm Drain, Police/General Government, and Administrative fees for a total of \$387,926.00. Commercial and industrial buildings are not charged Park fees. The proposed waiver would apply only to City's SDF Fees, and not any plan check fees, building permit fees, or inspection fees. It also does not include any fees imposed by other agencies such as Stanislaus County (\$20,300.00) or the fire district. The City does not have the authority to alter fees charged by other public agencies. Thunderbolt has the ability to negotiate fees with these other agencies separately.

Thunderbolt's amended request explains why the project should not be subject any SDF Fees for the reasons below. Staff's response is in *italics*.

1. Street/Public Works fees – This fee is not applicable to the Project. The Project will not expand the footprint of the operation, it will not increase production at the site, nor will it increase the number of employees at the site. *Staff agrees with this assessment; the project will not result in new traffic impacts.*
2. Water fees – The water fee is not applicable because the Project will not require a connection to city water. It is an open-air structure, does not expand the footprint of the operation, and does not include a restroom. The metal cover will have new sprinklers attached to the structure, but the sprinklers will be connected to an existing City fire hydrant and do not require any additional capacity. *Staff agrees with this assessment. The impacts to the City water supply and conveyance system are minimal, if any. The sprinklers do not significantly change the overall demand onsite, and the fire hydrant is already installed. City does not have to collect water fees to provide additional capacity or maintain existing levels of service, in order to mitigate impacts of the metal cover.*

3. Wastewater fees – The wastewater fee is not applicable because the project will not have a negative impact on the City's wastewater system (sewer). The purpose of the cover is to minimize Thunderbolt's reliance on a wastewater discharge permit that allows them to dispose of treated stormwater into the City's sewer system as a back-up measure. *Staff agrees with this assessment. There is no new sewer connection for this project. The project will also result in less treated stormwater onsite going into the sewer system, since the metal cover allows Thunderbolt to capture and reuse more rainfall than before.*
4. Storm Drain fees – The Storm Drain fee is not applicable to the Project because the Project will not be adding any additional capacity to the City's stormwater system. Thunderbolt currently operates a storm water management program under a Title 27 Waste Discharge Permit and Industrial Stormwater General Permit, both issued by the Regional Water Quality Control Board. Pursuant to these permits, Thunderbolt captures all runoff within this area of the site for reuse or disposal to the sewer system. The purpose of the metal structure is to control rainfall and efficiently capture and reutilize it. *Staff agrees with this assessment. All runoff in this area of the site is supposed to be captured, and either reused or disposed of into the wastewater system. The metal cover will not add new runoff into the City storm system. Runoff from the metal cover will be captured for reuse onsite and cannot access the drop inlets on the adjacent parcel. Staff has determined that the metal cover is not a structure that results in additional burden to the City stormwater system.*
5. Police/Government fees – The Police/Government fee is not applicable because the project will not have a negative impact on City's Police or Government activities. *Staff agrees with this assessment.*
6. 5% Administrative fee – The Administrative fee is not applicable as the Project only provides for a cover over an existing area. *The administrative fee is set at 5% of the SDF Fees ultimately charged, to cover staff time analyzing, planning, tracking, and managing the City's system development fee program. If the Council waives all SDF Fees, then there would be no associated administrative fee.*

UPDATED RECOMMENDATION FOR APPLICABLE SDF FEES:

Based on the findings above, staff is recommending that the metal structure not be subject to any SDF Fees, as illustrated below:

System Development Fee Type	Amount
Streets/Public Works	\$0
Water	\$0
Waste Water	\$0
Storm Drain	\$0
Police/General Government	\$0
5% Administrative Fee	\$0
Total System Development Fees	\$0

The reason for the complete waiver at this time is that staff discretion is limited at the initial SDF Fee determination. The building permit software can generate an application of all SDF Fees. Upon conducting a more individualized review of potential impacts from the metal cover, staff agrees with a complete waiver of SDF Fees. This is not uncommon for renovations or minor additions to existing structures, since such projects may not impact City public facilities to the same degree as new development.

COUNCIL OPTIONS:

Given the information contained within this report and the correspondence provided by Thunderbolt (Attachment 4), Council effectively has two (2) options:

Option 1: Council may agree with staff's recommendation that the project should not be subject to any SDF Fees, determining that the applicant's statements within their request letters are fair, and that the metal structure will not cause additional impact to City public facilities.

Option 2: Council may determine that the new metal structure should be subject to all or some City SDF fees. This option is not recommended, since staff has determined that there is insufficient nexus between the new metal structure and SDF Fees that fund City's public facilities. If Council seeks to uphold any SDF Fees, Council must determine that there is a reasonable relationship between the metal structure and the SDF Fee charged, based on the unmitigated impacts to specific City facilities.

FINANCIAL IMPACT:

SDF Fees are intended to mitigate the impact of new construction, so City collects enough funds to ensure citywide capital improvements keep pace with new demands. Staff has determined that the metal structure is an improvement to an existing structure, which does not result in additional burden to City public facilities that must be offset through SDF Fees. The impact findings contained in this report support a determination of \$0.00 in SDF Fees.

ATTACHMENTS:

1. Resolution 2023-XXX to Approve the Request
2. Depiction of Metal Cover and Location on Site
3. Building Permit 21-0525 Original Permit Invoice
4. Thunderbolt Correspondence Regarding SDF Fees for Metal Structure
 - a. (September 29, 2022) Letter to Donna Kenney, Planning & Building Manager
 - b. (December 1, 2022) Letter to Marisela Garcia, City Manager
 - c. (December 16, 2022) Letter to Thomas Hallinan, City Attorney
 - d. (January 12, 2023) Letter to Donna Kenney, Planning & Building Manager

CITY OF RIVERBANK**RESOLUTION 2023-****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE REQUEST FOR A WAIVER OR REDUCTION OF CERTAIN
SYSTEM DEVELOPMENT FEES FOR A BUILDING PERMIT APPLICATION
SUBMITTED BY THUNDERBOLT WOOD TREATING, INC.**

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

WHEREAS, it is necessary for the City of Riverbank (“City”) to establish and apply system development fees (“SDF Fees”) to new development to offset impacts to City’s public facilities, for the proper and effective operation of public facilities owned and maintained by City; and

WHEREAS, SDF Fees are governed by the Mitigation Fee Act (Gov’t Code, § 66000 et seq.), and also the Riverbank Municipal Code (“R.M.C.”) (R.M.C., § 150.30 et seq.); and

WHEREAS, Thunderbolt Wood Treating, Inc. (“Thunderbolt”), located at 3400 Patterson Road (“Property”), has requested that the City Council waive the SDF Fees initially assessed on a new building permit application, involving the construction of a new 24,200 square foot metal structure that will cover a portion of the Property (“Metal Structure”); and

WHEREAS, City staff has conducted an individualized review of the SDF Fees that apply to the Metal Structure, based on the new burdens and demands to City public facilities that may result from adding the Metal Structure to the Property. City staff has determined that the Metal Structure is an addition to an existing nonresidential use which would not cause new significant impacts to City’s public facilities; and

WHEREAS, the City Council has reviewed the accompanying materials and has determined, based on staff’s review and the information submitted by Thunderbolt, that the Metal Structure should not be subject to any City SDF Fees. The SDF Fees applied to the Metal Structure shall be as shown in the chart below.

System Development Fee Type	Amount
Streets/Public Works	\$0
Water	\$0
Waste Water	\$0
Storm Drain	\$0
Police/General Government	\$0
5% Administrative Fee	\$0
Total System Development Fees	\$0

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves a complete waiver of SDF Fees in connection with the Metal Structure building permit application. Total City SDF Fees due shall be \$0.00.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2023; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

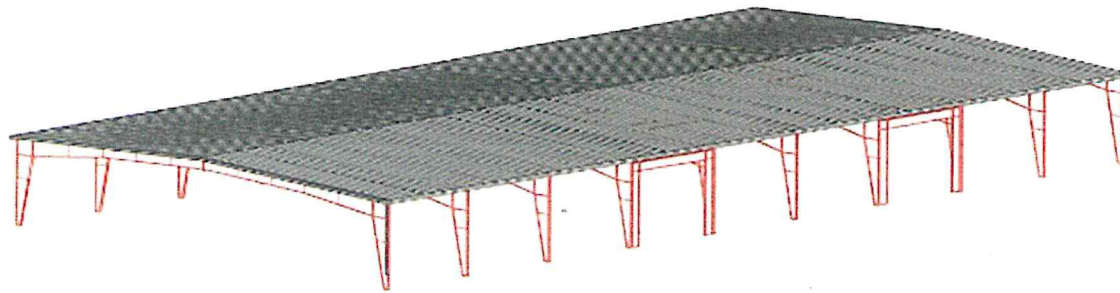
APPROVED:

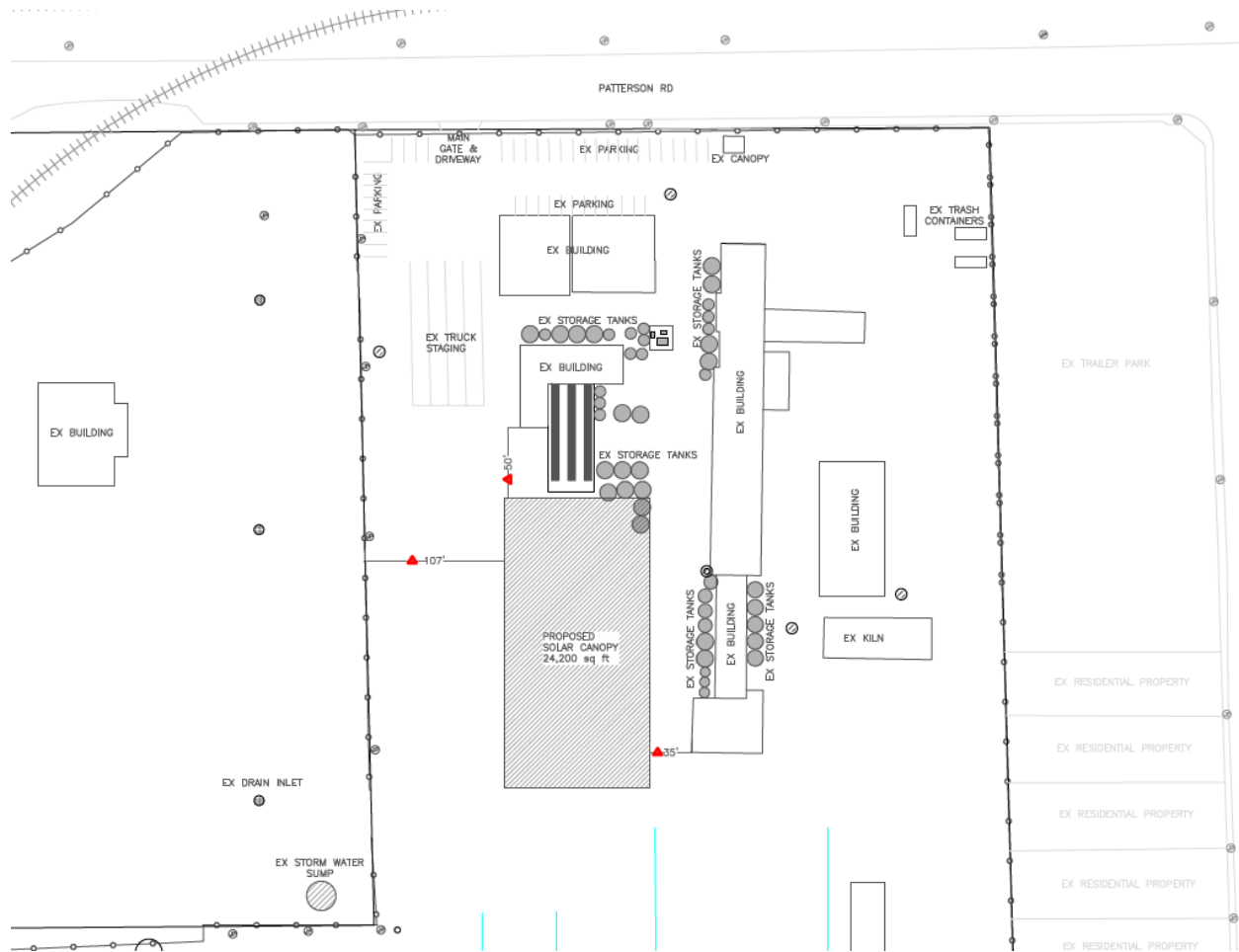
Gabriela Hernandez
City Clerk

Richard O'Brien
Mayor

THUNDERBOLT WOOD TREATING, INC.

ROOF COVER PROJECT





SCOPE OF WORK

STRUCTURE: OPEN AIR ROOFED STEEL STRUCTURE

FOUNDATION: REINFORCED CONCRETE FOOTINGS

 ELECTRICAL: GRID INTER-TIE SOLAR WITH UTILITY
(SEPARATE SUBMITTAL)

FIRE: SPRINKLER SYSTEM

LANDSCAPE: NA

PLUMBING: NA

SEWER: NA

DRAINAGE: EXISTING, STORM WATER MANAGED BY TITLE
27 WASTE DISCHARGE REQUIREMENTS PERMIT (WDR
R5-2010-0125) AND INDUSTRIAL STORMWATER PERMIT
(WDID # 5S501028660)

Permit Invoice

City of Riverbank

Permit Number:	BP21-0525	Application Number:	2021000635
Issued Date:		Applied Date:	9/27/2021
Project Address:	3400 PATTERSON RD	Parcel #:	132-039-021
Project Description:	NEW DETACHED METAL COVER 24,200 SQ. FT. TO COVER TREATED WOOD FROM THE		
Property Owner:	LOVALVO LEONARD & GRACE TRS	Phone:	(209) 869-4561
Mailing Address:	P.O. BOX 1389 RIVERBANK CA 95367		
Contractor:	LEONARD LOVALO CONSTRUCTION	Phone:	(209) 505-9888
Mailing Address:	P.O. BOX 1389 RIVERBANK CA 95367-		
Comments:	NEED COUNTY FEES, FIRE APPROVAL. ALSO NEED TO PAY OLD SYS. FEES PRIOR TO PERMIT ISSUANCE.		
Applicant Name:	LEONARD LOVALO CONSTRUCTION	Phone:	(209) 505-9888

<u>DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>AMOUNT Due</u>
Additional Plan Check Fee 1	101 000 000 600 090	2,634.98
Building Permit	101 000 000 450 030	5,900.92
Plan Check	101 000 000 600 090	2,400.00
Seismic	101 000 000 200 220	302.41
Building Standards Administration Spec	101 000 000 200 210	44.00
Business Lic Fee	101 000 000 450 000	60.00
Building File Maintenance Fee	212 000 000 600 200	12.50
System Fee Admin Fee	211 000 000 665 010	19,396.30
SB 1186 - Disability Access Fee	101 000 000 200 189	4.00
Streets / Public Works	205 000 000 675 330	155,412.40
Water	206 000 000 675 330	55,635.80
Waste Water	207 000 000 675 330	37,703.60
Storm Drainage	208 000 000 675 330	112,421.10
Police / General Government	210 000 000 675 330	7,356.80
County Fees	112 000 000 200 200	20,300.00
		2,400.00
Total Balance Due:		417,184.81



Inc.

Environmental and Engineering Group

Post Office Box 427
Oakdale, CA 95361-0427
Office: (209) 848-4280
Fax: (209) 848-4282

September 29, 2022

Donna M. Kenney, AICP, MCRP
City of Riverbank
Planning and Building Manager
6707 Third Street
Riverbank, CA 95367

Re: Building Permit # BP21-0525
Thunderbolt Wood Treating 3400 Patterson Rd. Riverbank, CA

Dear Donna,

This letter is regarding the permit fees assessed for the building permit number BP21-0525 for detached metal cover, 24200 sq ft for Thunderbolt Wood Treating located at 3400 Patterson Rd. in Riverbank, CA.

Thunderbolt Wood Treating currently operates its storm water management program under a Title 27 Waste Discharge Permit and Industrial Stormwater General Permit both issued by the Regional Water Quality Control Board. Under the Title 27 permit Thunderbolt manages its storm water within process areas and treated wood storage areas by isolating flows and retaining that flow in either tanks or the Class II surface impoundment. Specifically, water generated at the drip pad is captured by the use of a process sump and tanks and returned to process as chemical makeup water. Storm water that is generated in treated wood storage area is captured by a series of sumps and then pumped to the class II surface impoundment where it is then stored, treated, and returned to process. Stormwater in other areas of the facility is managed under the Industrial Stormwater General Permit in which the facility maintains a Storm Water Pollution Prevention Plan (SWPPP).

In the case of the drip pad, stormwater generated is concentrated with one specific type of treating chemical which results in that reclaimed water only being able to be utilized back into that specific process. This creates a bottle neck in the system whereby too much of that water is generated and cannot be used efficiently back in process and due to the concentration cannot be processed through the onsite treatment plant. The purpose of the metal cover over the drip pad is to simply reduce the volume of concentrated stormwater generated so that the less concentrated stormwater can then be applied to the other wood treatment processes at the facility.

The intent of the project is to improve compliance and is not to increase production or intensify the use of any city service. In fact, the improved efficiency of the water management system would seek to eliminate the existing wastewater discharge permit that allows Thunderbolt to dispose of treated stormwater from the surface impoundment to the city sewer. This benefits the City of Riverbank and its own management of its Phase II Small Municipal Separate Storm

Sewer System permit (MS4) issued by the Regional Water Quality Control Board. The water balance calculations show that by reducing the volume of highly concentrated water generated at the drip pad Thunderbolt would have the ability to manage, treat, store, and reuse all the stormwater generated even in large rain events without relying of the city discharge permit as a backup strategy. As part of this project Thunderbolt is investing in additional tank storage to provide this back up while simultaneously having the option to divert clean stormwater from roofed areas to the stormwater basin under the facilities Industrial Storm Water Permit.

The proposed project only provides for the metal cover of an existing process area with the added benefit of providing a location for an additional solar panel system. It is an open-air structure that is not a building, nor does it have an occupancy rating. There is also no extension of any additional city services in connection with the project. There will only be a connection for fire water for the fire sprinkler system through an existing fire hydrant onsite.

Therefore, for these reasons Thunderbolt asserts that the proposed cover does not incur the City of Riverbank with any disproportionate costs as it does not impact city services to the extent indicated, and that the fees are greater than necessary to defray the impacts that are directly related to the project.

If you have any questions, please feel free to contact Kari Casey at (209) 872-2168.

Sincerely,



Kari L. Casey
EIT #171941

DOWNEY BRAND

Norik G. Naraghi
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209.472.3957 Fax

Downey Brand LLP
3425 Brookside Road, Suite A
Stockton, CA 95219
209.473.6450 Main
downeybrand.com

December 1, 2022

VIA EMAIL ONLY

Ms. Marisela Garcia, City Manager
City of Riverbank
6707 3rd Street
Riverbank, CA
mhgarcia@riverbank.org

Re: Building Permit Number: BP21-0525
Applicant Name: Leonard Lovalvo Construction
Project Address: 3400 Patterson Road

Dear Ms. Garcia:

My office represents Leonard Lovalvo Construction in regard to its application for a building permit (the “**Permit**”) from the City of Riverbank (the “**City**”) to install a metal cover over an *existing* process/drip pad area of the Thunderbolt facility (the “**Thunderbolt Project**”).¹ As a condition to issuing the Permit, the City has assessed Permit fees in the amount of \$417,184.80; \$387,926.00 of which is attributed to the City’s System Development Fees, which is nearly the total cost of the project itself.

The purpose of this letter is to provide an overview and clarification of the factual and legal issues pertaining to the assessment of the Systems Development Fee to the Thunderbolt Project prior to the upcoming City Council Meeting on December 13, 2022, and to request that the City waive the fee. As explained in further detail below, since the Thunderbolt Project will clearly *not* impose any new impacts on City facilities or services, the City’s System Development Fees are entirely inapplicable to the Thunderbolt Project and imposition of such fees is contrary to well-established law. Further, and quite significantly, without the City waiving its System Development Fees, the Thunderbolt Project – which will actually result in tremendous benefits to environmental and water conservation efforts – will be much too costly to bring to fruition, a disastrous result for all parties and the Riverbank community.

Relevant Background

For the past several decades Thunderbolt Wood Treating, Inc. (“**Thunderbolt**”), a leader for wood treating services in California, has operated from its treatment facility located at 3400

¹ Application Number 2021000635, Permit Number BP21-0525.

Patterson Road. It currently employs over 40 local residents and has been a significant part of the Riverbank community.

To understand the purpose behind Thunderbolt's desire to install the metal cover over the existing process/drip pad area requires an understanding of Thunderbolt's stormwater management system with respect to that area. Specifically, the existing process/drip pad area generates wastewater from two separate sources, including chemically treated water utilized in that area during the treatment process as well as stormwater from rainfall that naturally comes into contact with the treatment area (which is not covered). Thunderbolt currently captures the wastewater from both of these sources and retains it in holding tanks.² Since the runoff from both sources contains chemical residue (either from the treatment process itself or from rainwater coming into contact with the treatment area), the reclaimed water can only be re-used in this specific part of the wood-treating process (and not in the other treatment processes that occur in other areas of Thunderbolt's facility).

The primary problem presented by the foregoing is that the collective wastewater generated from *both* sources leaves Thunderbolt having to store much more wastewater than it could ever possibly re-use in the foregoing treatment process, which in turn creates a bottleneck in the system. This bottleneck effect is largely caused by the second source of runoff (*i.e.*, stormwater from rainfall that naturally comes into contact with the currently uncovered treatment area) since that source is highly unpredictable, varies seasonally, and of course can become quite voluminous during periods of heavy rainfall.

Installing the open-air metal cover over the existing process/drip pad area will not only eliminate this problem, but will also provide several additional benefits. Specifically, since the proposed metal cover will capture the runoff from rainfall *before* it comes into contact with chemical residue within the treatment area, the clean water can be stored, used, and re-used in other areas of Thunderbolt's treatment process, significantly aiding Thunderbolt's ongoing water conservation efforts and minimizing if not eliminating its reliance on its wastewater discharge permit as a backup measure. Of course, this also provides a much more efficient and environmentally friendly stormwater management system.

I also want to clarify at the outset any misunderstanding arising from the written correspondence dated September 29, 2022, from Kari Casey ("**Casey**") of WHF, Inc, on behalf of Thunderbolt, to the City's Planning and Building Manager, Donna Kenney ("**Kenney**"). Reference to "permit fees" in that correspondence with respect to Thunderbolt's requested fee waiver was not limited to Water and Storm Drain fees but, rather, was intended to reference the entirety of the fees comprising the Systems Development Fees.

The requested waiver of that entire amount was the reason Casey provided a detailed explanation of the purpose of the metal cover and the fact the Thunderbolt Project would not intensify or

² The process/drip pad area is identified within the black triangle located on the site plan attached hereto as Exhibit A.

otherwise negatively impact the use of any City service.³ In fact, Casey confirmed that the impact of the Thunderbolt Project would actually be quite the opposite – extremely beneficial:

The intent of the project is to improve compliance and is not to increase production or intensify the use of any city service. In fact, the improved efficiency of the water management system would seek to eliminate the existing wastewater discharge permit that allows Thunderbolt to dispose of treated stormwater from the surface impoundments to the city sewer. This benefits the City of Riverbank and its own management of its Phase II Small Municipal Separate Storm Sewer System permit (MS4) issued by the Regional Water Quality Control Board. The water balance calculations show that by reducing the volume of highly concentrated water generated at the drip pad Thunderbolt would have the ability to manage, treat, store, and reuse all the stormwater generated even in large rain events without relying on the city discharge permit as a backup strategy.

Applicable Law

According to the City, the permit fees of **\$417,184.81** attributable to the Thunderbolt Project are comprised of the following:

- \$387,926.00: System Development Fees⁴
 - Streets/Public Works: \$155,412.40
 - Waste Water: \$55,635.80
 - Storm Drain: \$112,421.10
 - Police Government: \$7,356.80
 - 5% Administrative Fee: \$19,396.30
- \$8,958.81: Building Permit Fees
- \$20,300.00: Stanislaus County Fees

³ This correspondence was included as Attachment 4 to Agenda Item 11.2 in the November 8, 2022 City Council Agenda and Reports.

⁴ It is currently unclear which specific person(s) from the City's planning department was tasked with determining the existence or extent of any negative impacts resulting from the Thunderbolt Project, the applicability of the System Development Fees, and/or the calculation of such fees.

Although the City has the inherent police power to impose development impact fees on development projects⁵, the applicable law is universally clear – such fees, including the City’s System Development Fees, are “only fair” when the “developer has created a new, and cumulatively overwhelming, burden on local government facilities.”⁶ Therefore, such fees “should offset the additional responsibilities required of the public agency by the dedication of land, construction of improvements, or payment of fees, all needed to provide improvements and services required by the new development” (*Id.*)

In other words, when a proposed project would *not* result in any “new, and cumulatively overwhelming burden on local government facilities,” development impact fees simply cannot be imposed. Further, even when such a “new, and cumulatively overwhelming burden” is shown to exist, impact fees must be fair and proportionate to such new or additional burden. These basic legal principles are made clear through both the City’s Municipal Code and well-established case law, all as discussed below.

The City’s Municipal Code

The City’s Municipal Code (the “Code”) defines a “System Development Fee” as follows:

The fee charged for a change in use, new construction, including the expansion of and/or the addition to an existing, nonresidential structure, to **mitigate the unfunded portion of the determined impact of the development.** [Emphasis added].

At the November 8, 2022, City Council Meeting, Agenda Item 10.1 pertained to the Fiscal Year 2021-22 Annual AB 1600 Report of System Development Fee Activity (the “**2021-22 AB 1600 Report**”).⁷ As stated in the “Letter of Transmittal” included within the 2021-22 AB 1600 Report, the purpose of the City’s System Development Fee is to defray the cost of public facilities *related to* the development project at issue:

Development Fees, otherwise known as System Development Fees (SDF), are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an

⁵ *Associated Home Builders etc., Inc. v. City of Walnut Creek* (1971) 4 Cal.3d 633, 638; *Shappell Industries, Inc. v. Governing Board* (1991) 1 Cal.App.4th 218, 234.

⁶ *Trent Meredith, Inc. v. City of Oxnard* (1981) 114 Cal.App.3d 317, 325.

⁷ AB 1600 was passed in 1987 by the California Legislature “in response to concerns among developers that local agencies were imposing development fees for purposes unrelated to development projects.” (See *Centex Real Estate Corp. v. City of Vallejo* (1993) 19 Cal.App.4th 1358, 1361; Sen.Local Gov.Com. analysis of Assem.Bill No. 1600 (1987–1988 Reg.Sess.) p. 1; see also *Garrick Development Co. v. Hayward Unified School Dist.* (1992) 3 Cal.App.4th 320.

applicant in connection with approval of a development project. **The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project.** The legal requirements for enactment of a system development fee program are set forth in Government Code section's 66000-66025 (the 'Mitigation Fee Act'), the bulk of which was adopted as 1987's Assembly Bill (AB) 1600 and those are commonly referred to as 'AB 1600' requirements. [Emphasis added].

The Mitigation Fee Act likewise authorizes local agencies to impose fees on a development project in order to defray the cost of public facilities needed to serve the growth caused by the project, as long as the fees are reasonably related to the burden caused by the development.⁸ Cal. Gov. Code Section 66001 requires the agency to "[i]dentify the purpose of the fee," "[i]dentify the use to which the fee is to be put," "[d]etermine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed," and "[d]etermine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed."⁹ As a leading real estate law treatise explains:

Whenever a local agency imposes a fee, meaning a monetary exaction other than a tax or special assessment, as a condition to the approval of a development project for payment of the costs of public facilities related to the project, the agency must identify the purpose of the fee and the public facilities to be financed. There must be a reasonable relationship between the use of the fee and the type of development project, and the need for the facilities and the type of project. The agency also must establish a reasonable relationship between the amount of the fee and the cost of the public facilities, or the portion of the facilities attributable to the development.¹⁰

Here, the purpose of the System Development Fee, as identified in Section 150.31 of the City's Municipal Code, includes the following:

(A) The intent of this chapter is to ensure that new development bears a proportionate share of the cost of city parks, water, sewer, storm water, police, city administration, and transportation capital

⁸ Gov. Code §§ 66000, subd. (b), 66001; see *Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854, 864-865; *295 Shapell Industries, Inc. v. Governing Board* (1991) 1 Cal.App.4th 218, 234-235.

⁹ Gov. Code § 66001, subd. (a)

¹⁰ Miller & Starr, § 21:19, *Development fees and exactions—Mitigation Fee Act*, 7 Cal. Real Est. § 21:19 (4th ed.)

facilities. It is the further intent of this chapter that new development pay for its fair share for the development of these systems through the payment of fees. Furthermore, it is the intent of this chapter that the **System Development Fees imposed on new development are no greater than necessary to defray the impacts directly related to proposed new development.**

...

(C) Particularly, the provisions of this subchapter are adopted for the following reasons:

(1) To provide an adequate and constant method for the financing of the unfunded portion of needed systems development costs throughout the city, reasonably related to projected community growth.

(2) To promote the orderly and efficient expansion of public water, wastewater, storm management and transportation systems to adequately meet the domestic and economic needs of the community and to minimize adverse fiscal and environmental **impacts of new development.**

(3) To insure the continuation of necessary level of services including, but not limited to police and general administrative services.

(4) To establish equitable methods for allocating system development costs to the city associated with new development.

(5) To regulate the development of land to ensure that **new development bears a proportionate share of the cost of capital expenditures necessary to develop all necessary infrastructure systems in Riverbank** as contemplated by the General Plan.

(6) The General Plan establishes that land development shall not be permitted unless adequate capital facilities and/or infrastructure exist or are assured, and that land development shall bear a **proportionate share of the cost of the provision of the new or expanded capital facilities required by such development.**

(7) Other revenue sources are not sufficient to fund capital improvements necessary to accommodate **new system development.**

(8) The General Plan establishes that System Development Fees are one of the chosen methods of regulating land development in order to ensure that it bears a **proportionate share of the cost of capital facilities necessary to accommodate the development and to promote and protect the public health, safety, and welfare.**

(9) The use of System Development Fees is a means to provide additional resources for an adequate public infrastructure and services **only as they relate to the needs of new development.**

(10) The use of System Development Fees is a standardized method for ensuring that new development pays its **fair share of the cost of public infrastructure systems.**

(11) System Development Fees are used in the development of the Capital Improvement Program for financing public facilities, and ensure the adequacy of public systems to serve development. [Emphasis added].

The foregoing objectives are also made clear through Section 150.34 (F) of the City's Municipal Code, which gives the City Council discretion to reduce fees to match the *actual* impact on the City's facilities when a determination is made that at least some impact does in fact exist:

The System Development Fees are intended to represent new impacts on city facilities. The City Council has the ability to allow for fee credits of certain fee categories to match actual project related impacts on facilities. Reductions should always be supported by written evidence which illustrates the project demands on City Infrastructure for a given project. This might include using actual vehicle trip data to suggest a lower transportation impact fee or actual flow data to lower water, sewer or storm drainage fees. The Owner and/or developer shall present evidence to the city demonstrating the new project demand estimates which in turn will be reviewed by the City Engineer and City Manager. The City Manager will make a recommendation to the City Council on the requested fee reduction which will be reflected by a City Council vote on the proposal which will be recorded by minute action

Again, the Thunderbolt Project only provides for the installation of a cover over an *existing* process area. The cover is an open-air structure, not a building, and does not expand the footprint of Thunderbolt's operation. It will not require a connection to the City sewer system or City water.

As discussed above and as confirmed in Ms. Casey's correspondence, the Thunderbolt Project will not result in *any* negative impacts whatsoever upon City facilities or services. In fact, as Ms. Casey confirmed, the resulting efficiencies and water conservation elements of the Thunderbolt Project will actually provide significant environmental *benefits* to the City, Thunderbolt, and the Riverbank community in general. Since there is no negative impact resulting from the Thunderbolt Project, the imposition of any System Development Fees to mitigate such non-existing impact is wholly unsupported under the City's own Municipal Code.

Applicable Case Law

The foregoing provisions of the City's Municipal Code were undoubtedly drafted to be consistent with longstanding and well-established legal principles annunciated by state and federal courts.¹¹ The U.S. Supreme Court has interpreted the Takings Clause to impose limitations on the ability of public agencies to impose development fees so they do not use their leverage over development approvals to require developers to give up property rights having nothing to do with their development impacts. In the two landmark cases dealing with exactions, *Nollan* and *Dolan*, the U. S. Supreme Court held that when a government agency requires the dedication of land or an interest in land as a condition of development approval, or imposes ad hoc exactions as a condition of approval on a single development project that do not apply to development generally, a higher standard of judicial scrutiny applies.¹² To meet that standard, there is a two-step analysis:

1. **First Prong- Nexus**: Pursuant to *Nollan*, there must be an "essential nexus" between the permit condition and a burden imposed by the project on a legitimate state interest.
2. **Second Prong - Rough Proportionality**: Pursuant to *Dolan*, when there is the required "nexus," the court must decide whether there is the required degree of connection between the exaction and the projected impact of the proposed development. The court must determine whether the factual findings by the public agency support the condition as more or less proportional in both nature and scope to the public impact of the proposed development. There need not be an exact proportionality but there must be a "rough proportionality." An individualized determination that the required condition is related both in nature and extent to the impact of the proposed development, quantified by findings of the agency and not merely by conclusionary statements, is required to support the findings of rough proportionality.

¹¹ Most if not all states have also adopted statutes to codify such legal principles. For example, under California Govt. Code Section 66001, development mitigation fees "must bear a reasonable relationship, in both intended use and amount, to the deleterious public impact of the development."

¹² See *Nollan v. California Coastal Commission* (1987) 483 U.S. 825 and *Dolan v. City of Tigard* (1994) 512 U.S. 374.

In *Koontz v. St. Johns River Water Management Dist.* (2013) 133 S. Ct. 2586, 2594, the U.S. Supreme Court held that the nexus and rough proportionality standards apply to exactions imposing monetary conditions or the payment of fees as a condition for approval of a development or the issuance of a permit. In regard to an exaction imposing the payment of fees, as is the case here, these standards govern since the System Development Fees are applied in a discretionary manner to individual developments by the City and not as a general matter to all similar developments; it is in those cases that there is a heightened risk of the extortionate use of the police power to exact unconstitutional conditions.¹³

In short, for the same reasons set forth above as to why imposition of the System Development Fees is entirely unsupported by the City's Municipal Code, it is also squarely contrary to state and federal laws.

Conclusion

Although Thunderbolt truly appreciates its longstanding and mutually beneficial relationship with the City, my client must respectfully request that the City reconsider its imposition of the System Development Fees. There can be no reasonable dispute that the Thunderbolt Project will have no negative impact whatsoever on City facilities or services.

In fact, the Thunderbolt Project will provide substantial water conservation and environmental benefits. Imposing \$387,926.00 for System Development Fees – an amount that nearly *doubles* the total cost of the Thunderbolt Project – is not only entirely unsubstantiated and wholly contrary to the City's Municipal Code and well-established state and federal laws, but will unilaterally create a financial obstacle that prevents this project from ever moving forward.

I do hope that this correspondence provides the additional information the City needs to fully understand that the Thunderbolt Project should be considered a win-win opportunity. Thunderbolt is willing to make the significant investment necessary to establish more efficient and environmentally sound business practices. Rather than exacting exorbitant and unlawful fees for negative impacts that simply do not exist, we would hope that the City would do what it reasonably could to support the project and encourage other local businesses to follow suit and make similar investments for a better and cleaner future.

¹³ See *Action Apartment Ass'n v. City of Santa Monica* (2008) 166 Cal.App.4th 456, 469; *San Remo Hotel L.P. v. City And County of San Francisco* (2002) 27 Cal.4th 643, 668.

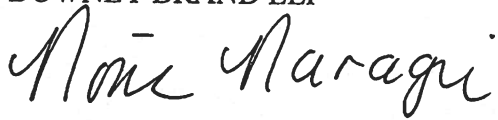
December 1, 2022

Page 10

If you would like to discuss this matter or need any additional information in support of my client's request for a waiver of the System Development Fees, please do not hesitate to contact me.

Very truly yours,

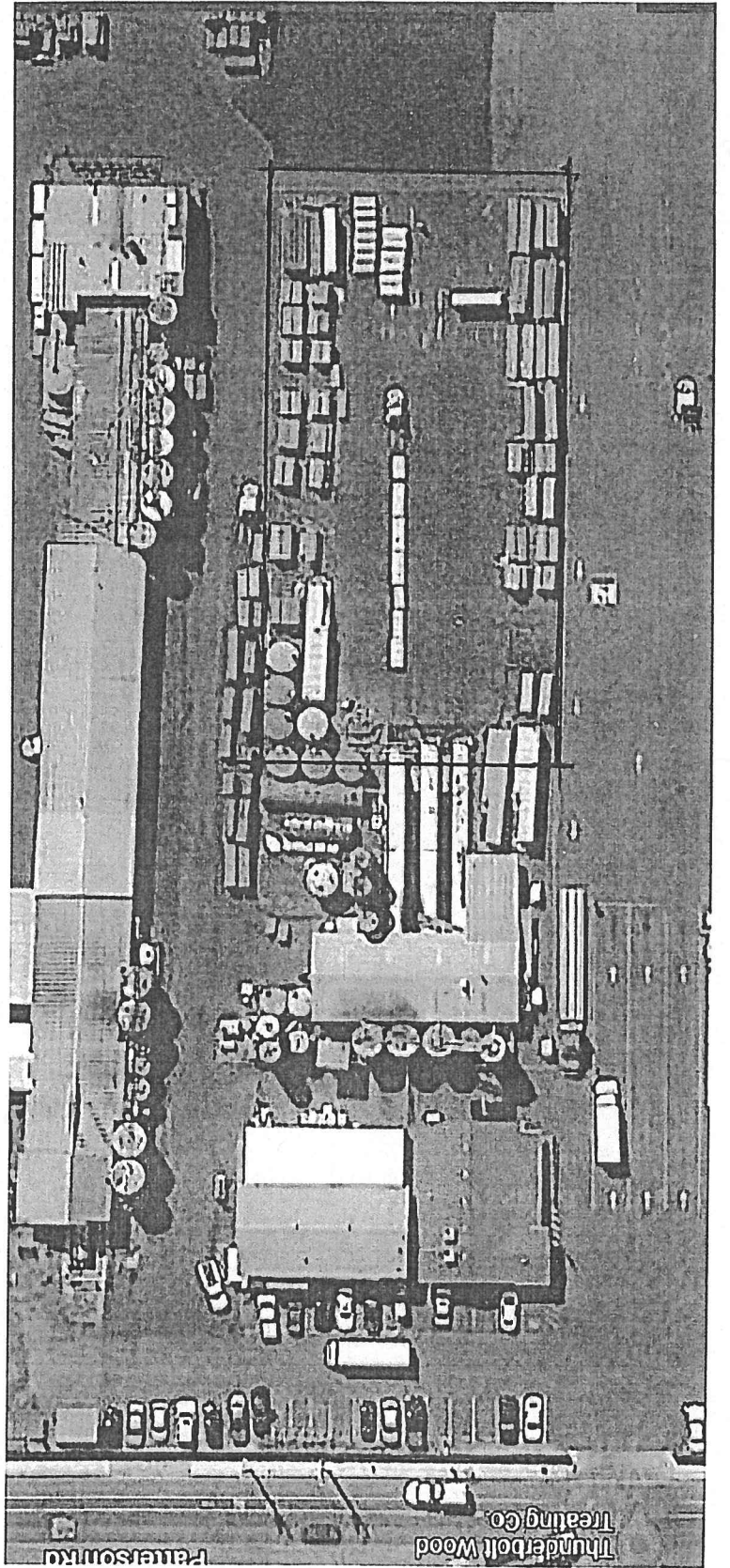
DOWNEY BRAND LLP

A handwritten signature in black ink, reading "Norik Naraghi". The signature is fluid and cursive, with the first name "Norik" and last name "Naraghi" clearly distinguishable.

Norik G. Naraghi

cc: Thomas P. Hallinan, tom@whitebrennerllp.com
George V. Hartmann, gvhlaw@gmail.com
Anthony L. Vignolo, avignolo@downeybrand.com

EXHIBIT A



Thunderbolt Wood Treating Co.

Fennelston Rd

DOWNEY BRAND

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209.472.3956 Direct
209.472.3957 Fax

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Stockton, CA 95219
209.473.6450 Main
downeybrand.com

December 16, 2022

VIA EMAIL ONLY

Mr. Thomas P. Hallinan
City of Riverbank, City Attorney
White Brenner LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
tom@whitebrennerllp.com

Re: **Building Permit Number: BP21-0525**
Applicant Name: Leonard Lovalvo Construction
Project Address: 3400 Patterson Road

Dear Mr. Hallinan:

The purpose of this letter is to clarify the request of my client, Leonard Lovalvo Construction (“LLC”), in regard to the System Development Fees assessed by the City of Riverbank (the “City”) on the Thunderbolt Project. As explained in my December 1 correspondence, since the Thunderbolt Project- which consists of the installation of a metal cover over an *existing* process/drip pad area of the Thunderbolt facility- will not result in any negative impacts whatsoever upon City facilities or services, the City’s System Development Fees are entirely inapplicable to the Thunderbolt Project. In fact, the resulting efficiencies and water conservation elements of the Thunderbolt Project will actually provide significant environmental benefits to the City, Thunderbolt, and the Riverbank community in general. As explained in further detail below, since there is no negative impact resulting from the Thunderbolt Project, LLC requests the entirety of the fees comprising the System Development Fees not be imposed.

SYSTEM DEVELOPMENT FEE TYPE

1. Streets/Public Works: \$155,412.40

The Streets/Public Works fee is not applicable to the Thunderbolt Project as the project will not have an impact on City streets; the project will not expand the footprint of Thunderbolt’s operation, increase production at the site, or increase the number of employees at the site. Since the project will not result in increasing the number of vehicular trips to and from the Thunderbolt facility, LLC requests the City not impose the Streets/Public Works fee on the Thunderbolt Project.

2. Water: \$55,635.80

The Water fee is not applicable to the Thunderbolt Project as the project will not require a connection to City water. The cover is an open-air structure; it does not include a restroom nor does it expand the footprint of Thunderbolt's operation. Since the project will not impact the City's water system by generating an increase in water usage, LLC requests the City not impose the Water fee on the Thunderbolt Project.¹

3. Waste Water: \$37,703.60

The Waste Water fee is not applicable to the Thunderbolt Project as the project will not have a negative impact on the City's sewer system; in fact, the project will benefit the City since the purpose of the cover is to minimize, if not eliminate, Thunderbolt's reliance on its wastewater discharge permit that allows Thunderbolt to dispose of treated stormwater to the city sewer as a backup measure. Since the project will positively impact the City's waste water collection system, LLC requests the City not impose the Waste Water fee on the Thunderbolt Project.

4. Storm Drain: \$112,421.10

The Storm Drain Fee is not applicable to the Thunderbolt Project as the project will not be adding any additional capacity to the City's storm water system. Thunderbolt currently operates its storm water management program under a Title 27 Waste Discharge Permit and Industrial Stormwater General Permit, both issued by the Regional Water Quality Control Board. The purpose of the Thunderbolt Project is to control stormwater and efficiently capture and reuse the stormwater.² Since the project will not impact the City's Storm Drain system, LLC requests the City not impose the Storm Drain fee on the Thunderbolt Project.

5. Police/General Government: \$19,396.30

The Police/General Government fee is not applicable to the Thunderbolt Project as the project only provides for the installation of a cover over an *existing* process area. The cover is an open-air structure, not a building, and does not expand the footprint of Thunderbolt's operation. Since the Thunderbolt Project will not generate the need for additional policing, LLC requests the City not impose the Police/General Government fee on the Thunderbolt Project.

¹ There will be a connection for fire services for the fire sprinkler system through an *existing* fire hydrant onsite.

² The cover will reduce the volume of highly concentrated water generated at the drip pad which will give Thunderbolt the ability to manage, treat, store and reuse the stormwater generated even in large rain events without relying on the discharge permit as a backup strategy.

6. 5% Administration Fee

The Administration Fee is not applicable to the Thunderbolt Project as the project only provides for the installation of a cover over an *existing* process area. Since the Thunderbolt Project will not result in any negative impacts whatsoever upon City facilities or services and will actually provide significant environmental benefits to the City, Thunderbolt, and the Riverbank community in general, LLC requests the City not impose the Administration Fee on the Thunderbolt Project.

Conclusion

Imposing \$387,926.00 for System Development Fees – an amount that nearly *doubles* the total cost of the Thunderbolt Project- will unilaterally create a financial obstacle that prevents this project from ever moving forward. Since there is no negative impact resulting from the Thunderbolt Project, my client respectfully requests that the City reconsider its imposition of the System Development Fees. If you would like to discuss this matter further or need any additional information in support of my client's request, please do not hesitate to contact me. Thank you for your consideration.

Very truly yours,

DOWNEY BRAND LLP



Norik G. Naraghi

cc: Marisela Garcia, mhgarcia@riverbank.org
Donna Kenney, dkenney@riverbank.org
George V. Hartmann, gvhlaw@gmail.com
Anthony L. Vignolo, avignolo@downeybrand.com



January 12, 2023

Donna M. Kenney, AICP, MCRP
City of Riverbank
Planning and Building Manager
6707 Third Street
Riverbank, CA 95367

Re: Building Permit # BP21-0525
Thunderbolt Wood Treating 3400 Patterson Rd. Riverbank, CA

Dear Donna,

This correspondence is in regard to the System Development Fees assessed for the installation of the detached metal cover for Thunderbolt Wood Treating located at 3400 Patterson Rd. in Riverbank, CA (building permit number BP21-0525).

It is my understanding that City staff is now recommending that the following System Development Fees be applied to the installation of the metal cover:

- Water Fee: \$27,817.90
- Storm Drain: \$56,210.55
- 5% Administrative Fee: \$2,520.85

1. **WATER FEE**

In regard to the water fee, staff's reasoning behind this application is that the Stanislaus County Fire Protection District is requiring sprinklers for the structure and those sprinklers will be connected to an existing City hydrant located onsite. Furthermore, staff is recommending that no less than 50% of the fee should apply because of the increase in demand that it will have on city water supplies due to system testing and in case that there is a fire.

There is no justification to apply 50% of the water fee given that the connection is to an *existing* onsite fire hydrant with a non-continuous demand that does not require the City of Riverbank to provide any additional capacity within the system to supply Thunderbolt. This is apparent because no new service connection was required for the project. There is also no increased risk of fire and no additional fuels being added since the metal cover is being placed over an existing process area that already stores wood.

The addition of sprinklers to this area reduces the burden of services on the fire department by providing instantaneous firefighting capability. Furthermore, any water produced in testing would not exceed a few thousands of gallons per year which is a nominal amount of water and has nearly no impact to the city system. If this water was being delivered through the domestic

water meter and charged at standard water rates for the City of Riverbank (current rate is \$1.14 per 1,000 gallons) the annual increase would be less than \$5 per year.

2. STORM DRAIN FEE

Regarding the storm drain fee, city staff indicates that a portion of the fee should apply only because Thunderbolt has not provided sufficient evidence showing that the metal structure will not increase runoff or not increase contamination into the nearby stormwater inlets. Thunderbolt has in fact provided such information and a storm drain map in my previous letter dated September 29th, 2022, describing the stormwater management system onsite.

Additionally, through the building permit process Thunderbolt was required to have the Department of Public Works sign off on the project. Attached is the letter from city staff acknowledging that Thunderbolt maintains a Title 27 permit that requires the containment of stormwater under the conditions of the permit.

Furthermore, the “city storm drains” are a minimum of 185 feet from the project location and are not located on the same parcel of land. **There is in fact no connection to the city storm system from the main parcel (APN 132-039-021) and the adjacent parcel (132-039-017) does not have a direct free flowing connection to the city storm drain.** The drop inlets shown on the figure are plumbed in series to a sump location that then pumps water to the city connection near Patterson Rd. These two parcels are separated by a physical berm which prevents sheet flow from the main plant area from directly discharging to the adjacent parcel. Thunderbolt would have to physically pump water over the berm to be capable of discharging stormwater to the city system. See the attached Figure that is extracted from the current Stormwater Pollution Prevention Plan (SWPPP).

Additionally, as stated previously, the project does not increase the amount of storm water it only prevents it from contacting process areas that result in high concentrations of treating chemicals. The purpose of the metal cover is to continue to capture the stormwater generated and reuse it for chemical process water at the drip pad by diverting the water from the roof cover directly into clean water tanks stored on the drip pad or be allowed to flow to the onsite stormwater conveyance system that discharges to the Class II Surface Impoundment and managed under the Title 27 permit.

Based on the reasons explained above, these fees are not applicable to the installation of the metal cover.

If you have any questions, please feel free to contact me at (209) 872-2168.

Sincerely,

Kari L. Casey
EIT #171941
Attachments: (2)



CITY OF RIVERBANK

Public Works Department

2901 High Street, Riverbank, CA 95367

Phone: 209.869.7128 - Fax: 209.869.7045

August 3, 2022

Alex Flores
Thunderbolt Wood Treating
3400 Patterson Road
Riverbank, CA 95367

RE: Drip Pad Roof Cover Project

Dear Mr. Flores,

In response to your request for approval of said project.

Concerning onsite containment that is required for the storm water/chemical runoff in the event of a fire sprinkler discharge.

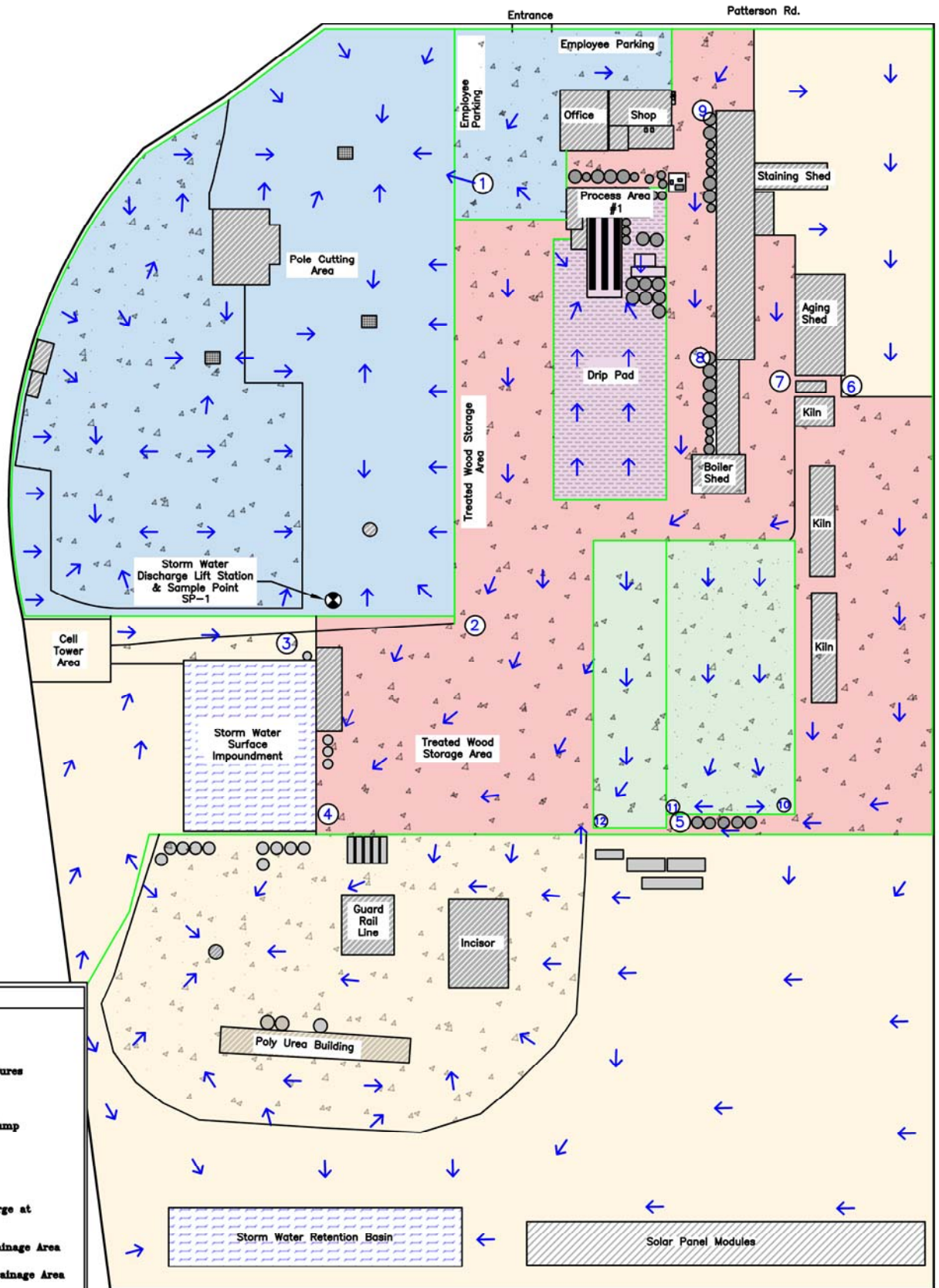
Per your National Pollutant Discharge Elimination System (NPDES) permit. Thunderbolt is required to contain and treat all runoff prior to discharge to the City Treatment Facility.

With this requirement in place you have the approval of the City of Riverbanks Public Works Department for your project.

Please contact me at (209) 869-7128 if you have any questions concerning this information.

Sincerely,

Michael Riddell
Director of Public Works/LRA
City of Riverbank



Legend:

- Paved Surfaces
- Unpaved Surfaces
- Building or Roofed Structures
- Berm
- Storm Water Collection Sump
- Drop Inlet
- Dry Well
- Drainage Area #1 (Discharge at Sample Point SP-1)
- Surface Impoundment Drainage Area
- CCA/ACZA Containment Drainage Area
- Drip Pad Drainage Area
- Drainage Area #2 (Drains to Storm Water Retention Basin)

Scale: 1"=150'



Inc. Environmental and Engineering Group
 Post Office Box 427
 Oakdale, CA 95361
 (209) 848-4280

Thunderbolt Wood Treating
 3400 Patterson Rd
 Riverbank, CA

Figure 4
 Site Map with
 Storm Water
 Flow Paths

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 12.1

SECTION 12: NEW BUSINESS

Meeting Date: January 24, 2023

Subject: A Resolution Approving an Agreement between the City of Riverbank and the Riverbank Unified School District for School Resource Officer Services and Authorizing the City Manager to Finalize and Execute said Agreement

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution that would approve an agreement between the City of Riverbank and Riverbank Unified School District for School Resource Officer services.

SUMMARY

Over the past several years the city staff, school district staff, and Sheriff's Department/County staff have been collaborating on an agreement to offer School Resource Officer services to the Riverbank Unified School District. This Agreement is being presented tonight for consideration.

BACKGROUND

The recent surge of mass shootings occurring in our school systems have left many school districts wrestling with the idea of the role of School Resource Officers ("SRO") on their sites. In addition, recent controversial interactions between residents and law enforcement may leave students weary of the possibility of those types of interactions happening to them.

Recently, Representative Chris Jacobs from New York introduced HR 6712 – the *School Resource Officer Act of 2022*, which highlights the benefits of a School Resource Officer. These benefits include:

- (1) a school resource officer program provides a safe learning environment in our Nation's schools, provides valuable resources to school staff members, and fosters positive relationships between youth and law enforcement;
- (2) school resource officers are educators, informal counselors and mentors, and law enforcement officers;
- (3) local agencies need the resources and flexibility to establish school resource officer programs that will encourage partnerships between schools and local law enforcement agencies to develop innovative ways to make schools safe.

Over the past several years there have been discussions amongst the Riverbank Unified School District, Sheriff's Department, and the City of Riverbank to reinitiate the availability of an SRO for assistance to the Riverbank Unified School District. A Stanislaus County Sheriff's Deputy provided SRO services to the School District until 2007 when unfortunately, the position was eliminated due to budgetary constraints. Shortly thereafter, the Stanislaus County Probation Department took over the position and provided services until 2015.

The Agreement before the City Council tonight is the result of the discussions held amongst all three parties. Key terms of the agreement include the following:

1. Agreement is between the City of Riverbank and the Riverbank Unified School District.
2. Deputy assigned to the SRO position will remain an employee of the Stanislaus County Sheriff's Department.
3. Term: One year term which may be renewed for additional one-year terms. Contract may be terminated with a 30-day advance notice.
4. City will be responsible for paying the SRO's salary and benefits in accordance with the existing agreement between the City and the County.
5. Compensation: Riverbank Unified School District agrees to reimburse the City for up to \$130,000 in annual costs associated with the salary and benefits of the SRO to be billed monthly.
6. Duty Hours: 7:30 am until 3:30 pm unless modified by mutual agreement (i.e. special school events, student outreach, etc.).
7. Insurance: School District to obtain insurance naming the City as an additional insured. City will also provide insurance coverage naming the school district as an additional insured.
8. Both parties agree to indemnify, hold harmless, and defend each other.

STRATEGIC PLAN

This item is directly related to the City Council's Strategic Plan Goal to "Improve Public Safety."

FINANCIAL IMPACT

Salary and Benefit costs are estimated to run between \$156,000 and \$181,000. Riverbank Unified School District is committed to reimbursing the City up to \$130,000 or approximately 70% of the total cost. The City will bill RUSD on a monthly basis and provide a full cost reconciliation at the end of each fiscal year in which the Agreement is in place.

ATTACHMENTS

1. Resolution 2023-
2. Agreement

CITY OF RIVERBANK

RESOLUTION 2023-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVERBANK AND THE
RIVERBANK UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER
SERVICES AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE
SAID AGREEMENT**

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

WHEREAS, prior to 2007 the Stanislaus County Sheriff's Department offered School Resource Officer services to the Riverbank Unified School District; and

WHEREAS, due to budgetary constraints this service was terminated; and

WHEREAS, over the course of the past several years there has been an increase in school mass shootings and incidents that have caused a negative impact on the relationship between students and law enforcement; and

WHEREAS, City staff, Stanislaus County Sheriff's Department staff, and Riverbank Unified School District staff have been collaborating on an agreement to offer School Resource Officer services to continue to build positive relationships between students and law enforcement; and

WHEREAS, an agreement has been reached between all three parties a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve the agreement between the City of Riverbank and the Riverbank Unified School District for School Resource Officer Services and authorize the City Manager to finalize and execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2023; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment(s): Agreement between the City of Riverbank and the Riverbank Unified School District for School Resource Officer Services

**AGREEMENT BETWEEN THE CITY OF RIVERBANK AND THE RIVERBANK
UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES**

This Agreement (“the Agreement”) is hereby made and entered into this ____ day of _____ 2023, by and between the City of Riverbank, a California municipal corporation (the “City”), and Riverbank Unified School District, a unified school district (the “School District”). The City and School District may be referred to individually as a “Party” or collectively as the “Parties. There are no other parties to this Agreement.

RECITALS

WHEREAS, the City is a local municipal corporation located in the County of Stanislaus, State of California and maintains the Riverbank Police Services Department (the “Department”), with its principal place of business at 6727 3rd Street Riverbank, CA 95367;

WHEREAS, the City and the County of Stanislaus (“County”) are parties to agreement for law enforcement services (“Law Enforcement Services Agreement”) for the term of July 1, 2020, through June 30, 2024, attached hereto as Exhibit A;

WHEREAS, the Law Enforcement Services Agreement provides that the County shall provide law enforcement services to the City by assigning County employees to the Department;

WHEREAS, County employees assigned to the Department are considered County employees and the direction, supervision, standards of performance, and discipline of such employees shall be at the sole discretion of the County;

WHEREAS, the School District is a unified school district located in the County of Stanislaus, State of California and has its administrative offices located at 6715 7th Street, Riverbank, CA, 95367;

WHEREAS, the School District would like to provide increased safety at its public schools by utilizing one Riverbank Police Services Officer as a School Resource Officer (“SRO”);

WHEREAS, the City desires to accommodate the School District’s request for police services and the Department agrees to hire and supervise, in a manner consistent with the terms of the Law Enforcement Services Agreement between the City and County and this Agreement, the SRO who shall be assigned to provide police services to the School District;

WHEREAS, the City and the School District share the following goals and objectives with regard to the assignment of the SRO:

1. To foster educational programs and activities that will increase student’s knowledge of and respect for the law and the function of law enforcement agencies;

2. To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as school-sponsored athletic events and dances;

3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;

4. To report serious crimes or felonies that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and

6. To encourage the SRO to provide traffic control at schools when deemed necessary for the safety and protection of students and the public.

WHEREAS, the School District and the City desire to set forth the specific terms and conditions of the services to be performed and provided by said SRO at the School District in this Agreement for SRO services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND UNDERSTANDINGS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

AGREEMENT

1.0 Term of Agreement – The term of this agreement is one year commencing on _____ and ending on June 30, 2024 (the “Term”). The Agreement shall be renewed and extended for successive one-year terms unless thirty (30) days’ advanced notice termination is given by either party, in writing, pursuant to section 11.1 below. In the event of a notice of termination, the School District shall compensate the City for services rendered up to the date of termination.

2.0 Employment and Assignment of School Resource Officer – The City agrees to retain one (1) SRO during the Term of this Agreement to work at the School District. The SRO shall be an employee of County, subject to the terms of the Law Enforcement Services Agreement, and shall be subject to the administration, supervision, and control of City, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement. The SRO shall perform the services described in and incorporated hereto as **Exhibit B** (the “Services”).

2.1 The City agrees to pay the SRO's salary and employment benefits (subject to partial reimbursement by the School District described in paragraph 3.1 below) in accordance with the applicable salary schedules and employment practices of the City and the Law Enforcement Services Agreement, including but not necessarily limited to: sick leave, vacation leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, medical, dental, and vision insurance. The SRO

shall be bound by all the policies, rules, and regulations of Riverbank Police Services in force and effect applicable to the SRO's position or thereafter implemented.

2.2 The City, through its Law Enforcement Services Agreement with the County, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO. The City, through its Law Enforcement Services Agreement with the County, shall retain control over supervision, wages, and other terms and conditions of employment of the SRO in providing the Services under this Agreement. The Parties acknowledge that the SRO is held to the requirements of the law and County policies and procedures. The City, through its Law Enforcement Service Agreement with the County, shall have the responsibility to evaluate, manage, and supervise the SRO. The School District shall immediately notify the City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the scheduled duty hours and quality of Services. The City shall indemnify, defend, and hold harmless the School District from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.

3.0 Consideration and Payment - For and in consideration of the City (through the County) providing the SRO as described herein, the School District hereby agrees to reimburse the City for up to \$130,000 of the cost of the SRO's employment as determined by the City's Finance Director, subject to the approval by the School Board in a sufficient amount of time to determine appropriate funding for said SRO position each fiscal year. Such reimbursement of costs shall include the salary and benefits of the assigned SRO. If the SRO works overtime hours due to a request or emergency of School District, the School District agrees to reimburse those additional overtime costs to the City. However, there shall be no reimbursement payment charged to the School District for any overtime hours worked by the SRO due to a request or emergency of the City.

3.1 Said compensation shall be paid by the School District to the City in twelve monthly installments on or about the first day of each calendar month. The City shall submit an invoice to the School District for cost of services seven (7) days before said invoice is due.

4.0 Duty Hours - The maximum number of hours that the SRO shall be on duty in a work week shall be 40 hours. Any hours worked over this amount are overtime under the Fair Labor Standards Act ("FLSA") and therefore must be pre-approved by the City. Whenever possible, it is the intent of the Parties that the SRO's duty hours shall conform to the school day. It is not a material breach of this Agreement if the SRO and/or marked police vehicle is absent from campus.

4.1 During Monday through Friday each week, the SRO shall be on duty at School District's designated school from 7:30am until 3:30pm unless modified by the mutual agreement between the City and the School District. During that time period, the SRO shall be allowed one hour for a paid, on-duty lunch. This on-duty time totals ~~35~~ 40 hours each week. Work hours may be adjusted by the School District or City as needed.

4.2 It is understood and agreed that time spent by the SRO away from the School District for reasons arising from and/or out of his/her employment as an SRO shall be considered

as hours worked under this Agreement, including his/her duties attending court or juvenile proceedings and/or criminal cases.

4.3 In the event of an emergency, the SRO may be ordered by the City to leave his/her school duty station during normal duty hours as described above to perform other services for the City. The time spent performing duties for the City shall not be considered hours worked for the School District under this Agreement. In such an event, the monthly compensation paid by the School District to the City shall be reduced by the number of hours the SRO provided services to the City.

5.0 Chain of Command - As a peace officer who is contracted by and through the County to perform “police services” for the City, the SRO shall follow the chain of command as set forth within the Law Enforcement Services Agreement.

5.1 In the performance of his or her duties, the SRO shall coordinate and communicate with the Director of Student Services. The SRO shall seek permission, advice, and guidance from The Director of Student Services prior to enacting any activity or program within a school. Also, when requested by the School District, the SRO shall attend parent/staff/administrative meetings to solicit support and understanding of the SRO role. The SRO shall make himself/herself available for conference with students, parents, and faculty members in order to assist the School District with problems of a law enforcement or crime prevention nature. In the event an SRO is absent from work, the SRO shall notify both his supervisor at the City as well as the principal (or designee) of the school to which the SRO is assigned that day.

6.0 Supplies and Equipment - The City agrees to provide the SRO with the following equipment:

6.1 Patrol vehicle. The City shall provide, at its own expense, a standard patrol vehicle for the SRO. In addition, the City agrees to:

6.1.1 maintain the vehicles assigned to SRO;

6.1.2 pay for gasoline, oil, replacement tires, and other expenses associated with the operation of the said vehicle; and

6.1.3 purchase and maintain comprehensive general auto liability insurance on the vehicle in an amount not less than the coverage recommended by the Risk Manager for the City.

6.2 Weapons and ammunition. The City agrees to provide the SRO with a standard issued pistol and rounds of ammunition.

6.3 Office Supplies. The School District agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of his or her duties. In addition, the SRO shall be provided a private office in the school where he or she is assigned so

that he or she may be accessible to the students. The School District shall also provide the SRO with a computer, printer, and access to a private fax machine, as needed.

7.0 Access to Education Records - School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations, or as necessary to perform his/her duties as set forth in this Agreement.

7.1 The SRO shall be allowed access to necessary student records for which the SRO has a “legitimate educational interest” in order to perform the Services under this Agreement after obtaining the permission of the School District’s Superintendent or designee. If some information in a student’s cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

7.2 If confidential student record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

7.3 The School District remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

8.0 Insurance - The School District, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit C. Exhibit C is attached to this Agreement and incorporated herein as though fully set forth.. The School District shall obtain a policy endorsement naming City as an additional insured under any general liability policy or policies.

8.1 City, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit C. Exhibit C is attached to this Agreement and incorporated herein as though fully set forth. City and its contractors, if any, shall obtain a policy endorsement naming School District as an additional insured under any liability policy or policies.

8.2 All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of City retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming City as an additional insured under such policies as required above.

8.3 Certificates evidencing such insurance shall be filed with City concurrently with the execution of this Agreement. The certificates will be subject to the approval of City's attorney and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the City attorney thirty (30) days prior written notice of the cancellation or modification (except for non-payment of premium, in which case ten (10) days notice is required).

8.4 If the insurer cancels or modifies the insurance and provides less than thirty (30) days notice to School District, it shall provide the City Manager written notice of the cancellation or modification within two (2) business days of the School District's receipt of such notice. School District shall be responsible for ensuring that current certificates evidencing the insurance are provided to City Manager during the entire term of this Agreement.

8.5 The procuring of such required policy or policies of insurance will not be construed to limit the School District's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, the School District will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

9.0 Indemnification - The School District agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (collectively, "City's Agents") from and against any and all liabilities, claims, damages, costs, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and costs) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City (County), or the gross or willful misconduct of the assigned officer. This section shall survive the termination of this Agreement.

9.1 The City agrees to indemnify, defend, and hold harmless the School District and its officers, officials, employees, and volunteers from and against any and all liabilities, claims, damages, costs, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and costs) of every nature arising out of the active any negligence or willful act or omission of the City or the City's Agents. This section shall survive the termination of this Agreement.

9.2 If the School District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the School District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the School District.

9.2 The Parties acknowledge and agree that it is not the intent of the Agreement to create a duty of care by the City or the SRO that they would not otherwise owe in the absence of this Agreement. This Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter, or a duty to intervene) by the City or the SRO and the absence of the SRO or the SRO's patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge and agree that by entering into this Agreement neither the City nor the SRO intends to waive any immunities to which they would be entitled in the absence of the Agreement.

9.3 It is the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be followed, and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, and volunteers.

9.4 Each Party shall notify the other Party within ten (10) days of any claims or legal actions with respect to any of the matters described in this indemnification section.

10.0 Termination or Suspension of Agreement or Services - The Parties understand that staffing and/or operational demands may require the City to withdraw the SRO for other duties and agree that the City may do so at its discretion at any time. If the City withdraws pursuant to this section, it will notify the School District as soon as practical and will not seek reimbursement for hours worked by the SRO for the City.

10.1 In addition to the City's right to withdraw the services of the SRO at any time, either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, the City will discontinue its performance of the Services after 30 days, or earlier, if mutually agreed to by the parties.

10.2 No payment, partial payment, acceptance, or partial acceptance by the City will operate as a waiver on the part of the City of any of its rights under this Agreement.

11.0 Assignment - This Agreement, and the duties and obligations to be performed under this Agreement, shall not be assigned without the prior written consent of the City or the School District. In the event of an assignment by either Party, the assignee shall agree in writing to personally assume, perform, and be bound by all covenants, obligations, and agreements contained in this Agreement.

12.0 Notices - Any notices, requests, demands, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally to the Party to whom notice is to be given, or on the fifth (5th) day of mailing if mailed to the Party to whom the notice is to be given, by first-class mail, registered or certified, postage prepaid, or on the date after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: Riverbank Unified School District
6715 7th Street
Riverbank, CA 95367
ATTN: Christine Facella, Superintendent

CITY: City of Riverbank
6617 3rd Street
Riverbank, CA 95367
ATTN: Marisela Garcia, City Manager

With courtesy copies to: White Brenner, LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
ATTN: Douglas L. White

13.0 Entire Agreement - This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between the Parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

14.0 Costs and Attorney's Fees - The prevailing Party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

15.0 Modification - No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

16.0 Waiver - The waiver by any Party to this Agreement of a breach of any provision hereof, shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

17.0 Binding on Successors and Assigns - This Agreement shall insure to the benefit of and be binding upon the Parties and their successors.

18.0 Severability - Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

19.0 California Law - The Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California. Venue for all legal proceedings shall be in the Superior Court of California, County of Stanislaus.

20.0 Counterparts - This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original, and all of which shall be deemed a single agreement.

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

22.0 Effective Date of this Agreement - This Agreement shall become effective once executed by both the City and School District (“Effective Date”).

(Signatures on following page)

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this SRO Agreement to be executed the day and year first written above.

City of Riverbank, a municipal corporation of the State of California

By: _____
Marisela H. Garcia, City Manager
Date signed: _____

Approved as to Form and Content:

By: _____
Douglas L. White, Deputy City Attorney

Riverbank Unified School District, a unified school district

By: _____
Christine Facella, Superintendent
Date Signed: _____

Riverbank Police Services

IN WITNESS WHEREOF, the County of Stanislaus hereby acknowledges this SRO Agreement between the City of Riverbank and the Riverbank Unified School District.

County of Stanislaus

By: _____
Jeff Dirkse, Sheriff-Coroner
Date Signed: _____

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By: _____

Robert J. Taro
Assistant County Counsel
Date Signed: _____

EXHIBIT A
LAW ENFORCEMENT SERVICES AGREEMENT

DRAFT

**STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

**City of Riverbank
July 2020 – June 2024**

law enforcement services set forth in the General Law Enforcement Services Request attached hereto as Exhibit A.

- b. Ancillary Services. Sheriff's units related to the following services will be provided to City as an integral part of the law enforcement services described above and are included in the cost of such services. These services include but are not limited to: Case, property and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, reserve program, payroll, finance and training.
- c. Additional Ancillary Services. The following services are provided to the City as needed as an adjunct to the Law Enforcement Services described above at no additional cost: Special Weapons and Tactics (SWAT), Air Support Unit (ASU), Bomb Team, Major Accident Investigations Team (MAIT) and Hostage Negotiations Team (HNT).
- d. Dispatch Services. The City shall use the same dispatch services utilized by the Sheriff and the City's proportionate share will be allocated in this agreement.
- e. Excluded Services. Any services of which the County may be a party such as Joint Power Agreements (JPA's) or task force MOU's, such as, Sheriff's Investigation Unit (SIU), StanCATT and HIDTA.
- f. No later than July 1 of each year, the City and the County shall sign new Exhibits A & B and attach them to this Agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County. County will meet and confer with the City to discuss the change within 30 days of the request making a reasonable effort to accommodate the service level change and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.
- g. If the City is unable to fund this Agreement in its entirety, the City will notify the County in writing at least 60 days prior to any proposed changes regarding the level of service set forth in Exhibit A. The County will make a reasonable effort to accommodate the service level changes requested by the City.

4. Reporting.

- a. Activity Reports. Each month the County will provide standard reports to the City through the Chief of Police, reporting the monthly statistical crime, response and community policing information occurring within the City limits. The parties shall meet and confer regarding the content of the monthly reports.
- b. Media Releases. The County may prepare news releases concerning major crime investigations within the City and will send a copy of the release to the City within a reasonable time prior to its release to news outlets.

5. Compensation.

a. Contract Amount.

i. City shall pay for County's actual cost to provide the City the general law enforcement services set forth in Exhibits A & B. The term "actual cost" includes the cost associated with absences from work due to sick, vacation, special accrued leave time (SALT), holiday, training and disability leaves or other leaves. The City shall pay its share of the accumulated leave accrual for any employee who leaves the County based upon the percentage of time assigned to the City of the total actual leave accrual.

1. County has historically not charged administrative overhead costs incurred by the County required to provide services to the City. These costs include, but are not limited to administration, information technology, internal affairs, human resources, backgrounds, payroll, finance, property and evidence, records and crime scene identification. Although the County is not at this time requesting the City to pay these administrative overhead costs, the County may require these costs be paid in the future. If the County requires these costs during the term of this Agreement, the parties shall meet and confer, and the costs would be capped at two percent of the budgeted salary and benefit and services and supplies costs as stated in Exhibit B.

ii. The City shall compensate the County for its services under this Agreement at the rates and in the estimated annual amount forth on Exhibit B, (the "Annual Contract Amount"). At the close of each fiscal year, County shall re-establish the rates and the estimated Annual Contract Amount and revise Exhibit B accordingly.

iii. In the event salaries, wages and benefits of the County officers and employees are changed at a time not coincident with the close of the fiscal year, the rates for salaries and wages set forth in Exhibit B and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates. In the event insurance costs for County's liability or workers' compensation programs are changed at a time not coincident with the close of the fiscal year, the reimbursement rates for County's liability program set for in Exhibit B shall be readjusted to reflect the appropriate amounts, which the City shall pay effective 30 days after written notification to City.

iv. City shall pay the County's insurance costs attributable to the services provided under this Agreement, including but not limited to, general liability, self-insurance, unemployment and worker compensation.

b. Billing.

i. 30 days after the close of each calendar month, County shall deliver to City a statement covering the actual costs of the prior month and City shall pay County the amount stated thereon within 30 days after receipt of the statement.

- ii. Notwithstanding any provision of law to the contrary, including, but not limited to section 907 of the California Government Code. If any amount due to County from City is not received by County within 30 days after the date of billing, County may satisfy such indebtedness from any and all funds of City collected by County, after making a reasonable effort to communicate with the City verbally and after giving written notice to City of County's intention to do so.

6. Revenues.

- a. All revenue currently received by the City as revenue pertaining to police services or generated by police services will continue to be City revenue except for the sources listed below.
 - i. Due to changes to the Guide of Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, cities that contract with police services will no longer be eligible to use the City's NCIC number and hold funds for asset forfeiture purposes. County will model the same process for any State Forfeiture cases. City agrees all equitable sharing funds will be retained by the County for law enforcement related expenses. County will make a good faith effort to use asset forfeiture funds towards equipment or other law enforcement needs in the City that those funds were seized. The use of asset forfeiture funds shall be in strict accordance with state and federal statutes and regulations governing the use of such funds.
 - ii. If there are Sheriff services conducted above and beyond the base agreement for cannabis related cases inside the City limits, the County will absorb the costs into the County's Cannabis Program. If the City collects any fees or fines related to the case, the City will reimburse the County for the actual costs associated minus a 10% administrative fee for the City.

7. Organization. County will provide the services to be performed herein through the following staffing:

- a. Chief of Police.
 - i. Appointment Process. The position of Chief of Police will be filled in accordance with County policy and employee collective bargaining unit contracts. The County shall provide a list of Lieutenants qualified to serve as the Chief of Police for the City. The City may interview the candidate(s) and provide the County with the City's recommendation of the candidate to be appointed as the Chief of Police. After considering the recommendations of the City, the County will assign a Lieutenant who will act as the Chief of Police (the "Chief of Police"). The term of the Chief assignment is three (3) years. This assignment may be extended for an additional year beyond the identified term based on mutual agreement of both parties.
 - ii. Replacement Process. The County may replace the Chief of Police after 90 days written notice to the City. The County will remove the Chief of Police within 30

days of receipt of a written request from the City stating the reasonable cause for said request. Upon the City's request, the County shall temporarily appoint a person as acting Chief of Police and fill a vacant Chief of Police position within 60 days of receipt of the City's request and in accordance with County policy and employee collective bargaining unit contracts as described in 7(a)(i).

- iii. Service Expectations. The Chief of Police will generally manage law enforcement activities on behalf of the City. The Chief of Police will coordinate the delivery of law enforcement services under this Agreement and manage and supervise the personnel assigned to provide law enforcement services to the City. The Chief of Police, or designee, will attend all City Council meetings and will be available to City Staff at all reasonable times. The Chief of Police will meet with City officials on a periodic basis, the frequency of which will be determined by the City, to assure local control over the quality and service and to identify goals and programs to create a safer community.
- b. Assigned Sergeants. In addition to the Chief of Police, the County may assign one or more Sergeants to work within the City to assist the Chief of Police with the supervision of other assigned personnel, and to provide law enforcement services to the City. The number of Sergeants assigned shall be indicated in Exhibit A. The term of the assignment will be consistent with the Stanislaus County Sheriff's Supervisors Association (SCSSA) MOU or as agreed upon by all parties.
- c. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A. The term of the assignment will be consistent with the Stanislaus Sworn Deputy Association (SSDA) MOU or as agreed upon by all parties.
- d. Other Staff. The County shall assign other departmental staff necessary to provide the law enforcement services required to be performed herein as indicated in Exhibit A. The term of the assignment will be consistent with each bargaining unit's MOU or as agreed upon by all parties.

8. Administration of Personnel.

- a. Independent Contractor. The County is acting as an independent contractor under this Agreement so that:
 - i. This agreement does not create any relationship of employer or employee, or principal and agent between City and County or any of County's agents or employees. All persons employed in the performance of this Agreement shall be employees of County for all purposes. No person employed by County hereunder shall have any status, right or privilege of City employees, including, but not limited to, City pension, or City civil service.
 - ii. No officer, employee or department of County shall perform for City any law enforcement service or function not coming within the scope of the duties of

such officer, employee or department in performing such services or functions for County.

- iii. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel and all other matters incidental to the delivery of general Law Enforcement Services to the City shall be at the sole discretion of the County and the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel and equipment working in the City.
 - iv. The night, day and evening patrol, supervisory and clerical shifts shall be established by the Sheriff after consultation with the City Manager.
 - v. All employment matters relating to County employees assigned to the City will be handled in accordance with County policy and procedures and employee bargaining unit contracts, including, but no limited to, officer complaints, discipline, promotion and duty assignments.
 - vi. Any pay for performance review of County personnel assigned to provide services under this Agreement shall follow the procedures of the County and the Stanislaus County Sheriff's Management Association (SCSMA). The City may participate in the performance reviews of the assigned Chief of Police as an evaluator, by notifying the County of their assignment of one or more of the following participants or their designee: The City Manager, the Mayor, or City Council member.
 - vii. The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general Law Enforcement Services. The Sheriff shall make every effort to comply with these requests if they are considered within good law enforcement practices.
 - viii. In the event of a dispute between parties regarding the extent of the duties and functions to be rendered or the minimum level or manner of performance of such services, the determination made by the Sheriff shall be final and conclusive.
- b. City's Right to Request Replacement Personnel. The City shall have the right to request the County to replace County personnel assigned to provide services under this Agreement, provided such request is made for reasonable cause.
 - c. Sick Leave Temporary Replacement. If an assigned employee is absent from duty due to illness or injury for longer than 80 consecutive hours, the County may provide a replacement if available in accordance with Exhibit A.
 - d. Disciplinary Temporary Replacement. If an assigned employee is absent from duty due to a disciplinary action for longer than 24 hours, the County may provide a replacement in accordance with Exhibit A.

- e. Annual Leave. If an assigned employee is absent from duty for annual leave, a planned absence, or an unplanned absence, for a period of 80 consecutive hours, the County may provide a temporary replacement until such time as the assigned employee is able to return to duty.
 - f. Vacancies. Any vacancies will be filled using the County's procedures for filling vacancies within the Sheriff's Department as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs to City. The term of an employee's assignment will comply with the applicable Personnel MOU.
 - g. Staffing. The County shall ensure that a minimum of one patrol deputy (the "Primary Patrol") is on duty within the City limits at all times, except when the deputy is out of the City to transport a prisoner to the County detention facility, attend court, completing a traffic stop that begins in and terminates out of the City limits or when providing backup or mutual aid to another law enforcement officer or at the direction of the Sheriff or designee.
 - i. Temporary staffing absences of the Primary Patrol deputy will be filled with existing City Police Services deputies and if none is available, then with Sheriff deputies on straight time, and if none is available, Sheriff deputies on overtime.
 - ii. All personnel assigned to the City, including the Primary Patrol deputy, may assist with incidents outside the City limits involving critical and life-threatening situations. However, if a critical incident occurs in the City while the personnel are assisting outside the City limits, the County will either dispatch additional forces to the City or will release the assigned personnel to respond.
 - h. Staffing Shortage. Should the Sheriff declare a Deputy staffing shortage, Sheriff staff will meet and confer in good faith with the City Managers to discuss a temporary adjusted staffing plan for the cities to help mitigate county wide impacts of the staffing shortage. The plan will ensure that safety is maintained and that the impact of the staffing shortage is equitable between cities. The plan will consider City population, total allocated positions and the officer to population ratio for each city. The Sheriff will have the ultimate authority for staffing changes and will report any long-term shift deployment changes related to a staffing shortage to the City Council including any anticipated savings to the city in associated salary costs.
9. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:
- a. Municipal Authority. The City hereby confers municipal police authority on such County employees as might be engaged in enforcing City ordinances with City boundaries.
 - b. Criminal Justice Services. The City shall provide the criminal justice system services necessary to support this Agreement attributable to the enforcement of state and municipal laws within the City.

- c. Supplies. The City shall supply at its own cost and expense any special stationery, supplies, notices, forms, logos, insignias, name tags, badges and/or uniforms which are to be issued in the name of the City.
- d. Facilities. The City shall furnish at its own cost and expense office space reasonably deemed necessary by the Sheriff to provide the law enforcement services herein described and all furniture and furnishing, office supplies, janitorial service, HVAC, upkeep and maintenance, and utilities.

10. Equipment and Vehicles.

a. Vehicles.

- i. Pursuant to the first contract between the County and City for law enforcement services, the City transferred title to certain vehicles and installed equipment to the County. The original vehicles and their replacements are identified in the original agreement that was entered into and will remain on file by both County and City.
- ii. Under termination of this Agreement the County will transfer to the City title for vehicles like those identified as the vehicles originally transferred to the County, excluding any enhancements added to the vehicle and paid for by the County. Similar vehicles are defined as a vehicle having the same functionality, upgrades and mileage within $\pm 5,000$ miles of the current mileage of the vehicle in use. Any vehicle being leased by the County at the time of termination that is assigned to City, will not be replaced but the City will be provided the option of taking over the lease from County if no other similar vehicle is available.
- iii. Vehicle ownership will be retained by the entity (City or County) that purchase the vehicle and is currently carrying ownership via the vehicle registration.
- iv. Vehicles shall be used to provide law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Department policies. City markings with any decal or special signage is allowable if approved by the Chief of Police.
- v. The City shall reimburse the County for the actual cost to operate any vehicle used in the performance of the law enforcement services provided herein, (herein after the "Vehicle Cost Reimbursement"). The cost included in the Vehicle Cost Reimbursement amount includes but is not limited to fuel maintenance, replacement costs, financing costs, fleet services and costs of insurance. A flat rate will be calculated by the average number of miles driven and the Fleet Services operating cost rate.
- vi. County shall invoice City annually for Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on an average mileage usage basis and will be the same as the vehicle operating costs

calculated for other County vehicles in the same class, plus an additional charge for the cost of insurance. If the vehicle is purchased by the City, the vehicle would be excluded from the vehicle mileage rate. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit B and shall be updated each fiscal year by the County.

- vii. Vehicles will be replaced according to the County's General Services Agency Fleet Services Policy, as approved and adopted by the Board of Supervisors from time to time. The June 16, 2015, Fleet Services Policy established the following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of County Vehicles.

Vehicle Type	Years	Miles
Patrol vehicles		100,000
Sedan, passenger minivans (Detectives/Chief)	8	
Light truck/van, medium truck	10	

Other factors used in evaluating replacement include vehicle condition, maintenance/cost history, and suitability for current use. With respect to necessary repairs, consideration will be given to the cost of such repairs and impact on the vehicle's useful life, compared with the cost of acquiring a new vehicle in order to determine the most cost-effective option. Specialty vehicles will be evaluated on a case-by-case basis. The Fleet Manager may extend the life of a vehicle on a year-to-year basis so long as the vehicle is safe and reliable and meets all required emission standards.

Upon termination of this Agreement, the City shall not be entitled to that portion of the Vehicle Cost Reimbursement collected from the City allocated to the replacement of the vehicles.

b. Motorcycles.

- i. If the City desires to have motorcycle officer(s) assigned to the City, the City will fund 100% of the purchase, equipment, repair, maintenance, and insurance. The County will not charge a per mile replacement fee for the motorcycle(s). At the end of the motorcycle(s)' useful life, should the City wish to continue motorcycle operations, the City will fund 100% of a replacement motorcycle(s).
- ii. Motorcycles(s) will be taken out of service following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of motorcycle(s) at approximately 40,000 miles or end of manufactures warranty.
- iii. Motorcycles will be maintained by County regardless of ownership. The County through County's Fleet Manager will maintain the service records of the motorcycle(s) and assign a County vehicle number. County may use a certified

motorcycle service center to make the repairs and maintenance of the motorcycle(s).

- iv. The County will provide a certified employee who will be assigned as the City's motor officer. Motorcycle(s) shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with County, Sheriff's Department and City policies.

c. Equipment.

- i. The County shall purchase those supplies, equipment, services and materials needed for the performance of law enforcement services within the City limits, and the City shall reimburse the County for the cost to procure.
- ii. Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (City or County) that purchased the equipment and is currently carrying ownership on the entity's inventory.
- iii. Safety equipment (firearms, uniforms, leather gear, tasers, etc.) ownership will be retained by the County.
- iv. All other miscellaneous law enforcement equipment (radar/lidar, shields, bicycles, etc.) ownership will be retained by entity (City or County) that purchased the equipment and is currently carrying ownership on the entity's inventory.
- v. Any equipment purchased using City funds will be used in performance of the law enforcement services in the City and will not be used for non-City functions, except for mutual aid situations, unless authorized by the City Manager. City equipment will be maintained in a manner and replaced at the City's cost and expense at a point in time that is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing the unincorporated areas.
- vi. Upon termination, and subject to the Transition Plan referred to in section 2 of this Agreement, the County will return to the City those items identified in the original agreement or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.

11. Liability and Indemnification.

- a. County's Obligation. City, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for City, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and County shall hold harmless, defend and indemnify City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of

any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

- b. City's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, nor for any dangerous condition of the streets, public work, or property of City, and City shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.
- c. City Ordinances. Notwithstanding the forgoing, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the enforcement of City ordinances, rules or regulations. In any case, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend and indemnify and hold harmless the County, and its officers and employees, against any and all costs, expenses, claims suits and liability that arises in whole or in part from enforcement of City ordinances, rules or regulations.
- d. Injuries to County Employees. Notwithstanding the forgoing, County warrants that it is insured, or is permissibly self-insured, for workers' compensation coverage and agrees that its employees providing services to City pursuant to this Agreement will be covered by County's workers' compensation program or insurance for all injuries arising out of or occurring in the course and scope of their employment. Furthermore, County shall not pursue any action against City, including , but not limited to an action for subrogation, if a County employee performing service pursuant to this Agreement obtains workers' compensation benefits which may be or are attributable to the conduct or alleged negligent or wrongful act or omission of City, its officers and/or employees, or dangerous conditions of the street or property of City.

12. Default.

- a. Cure. In the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to whom an obligation is owed will provide the non-performing party with at least 30 days prior written notice of said non-performance, upon which the non-performing party will have the opportunity to comply with the request for performance, or in the event of continued non-performance, the parties shall have the right to then pursue any and all available legal remedies.

- b. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.
- 13. Attorney Fees. In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including the cost of expert and attorneys' fees.
- 14. Notices.
 - a. Any notice or notices provided for by this Agreement to be given or served upon the County shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:
Stanislaus County Sheriff's Department
250 E. Hackett Rd
Modesto, CA 95358
 - b. Any notice or notices provided for by this Agreement to be given or served upon the City shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:
City of Riverbank
6707 Third Street
Riverbank, CA 95367
- 15. Audits.
 - a. Pursuant to Government Code section 8546.7, City and County shall be subject to examinations and audit by the State Auditor for a period of 3 years after final payment by City to County under this Agreement. City and County shall retain all records relating to the performance of this Agreement for said 3-year period as a minimum.
 - b. County agrees that relevant records shall be made available to the City to audit and examine if the City requests such audit and examination by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and examination.
- 16. Necessary Acts. The parties to this Agreement hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement.
- 17. Designations. County designates the Sheriff of Stanislaus County, or his/her designee, to represent County in all matters pertaining to the administration of this Agreement. The City designates its City Manager, or his/her designee, to represent City in all matters pertaining to the administration of this Agreement. Both City and County will provide the full cooperation

and assistance of its officers, agents, and employees to each other in performance of this Agreement.

18. Modification Only in Writing.

- a. This Agreement may not be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees shall operate to amend or change the terms of this Agreement.
- b. With the limitations set forth below, Sheriff, on behalf of the County, and City Manager, on behalf of City, are authorized to execute written amendments to this Agreement to increase or decrease the level of service as set forth in Exhibit A, when Sheriff and City Manager mutually agree that such increase or decrease in the level of service is appropriate. Amendments to this Agreement executed by County and City may not, in the aggregate, increase or decrease the cost of services payable by City by more than three percent (3%) of the total cost originally set forth in Exhibit C. Prior approval by County's Board of Supervisors and City's Counsel is required before execution of these amendments.

19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.

20. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or County statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. Precedence. The contract documents consist of this Agreement and Exhibits A, B and C. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.

22. No Third-Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.

23. Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

24. Duplicate Counterparts. The Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

SIGNATURE PAGE ATTACHED

IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

CITY OF RIVERBANK

Kristin Olsen
Chairwoman


Richard D. O'Brien
Mayor

ATTEST:

ATTEST:

Elizabeth King
Clerk of the Board


Annabelle Aguilar
City Clerk
(CC Resolution No. 2020-059)

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

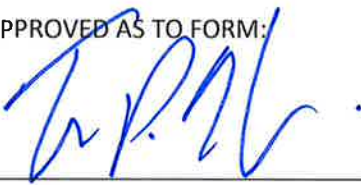
Jeff Dirkse
Sheriff - Coroner


Sean Scully
City Manager

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

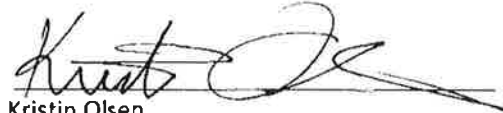
APPROVED AS TO FORM:

Robert J. Taro
Assistant County Counsel


Tom Hallinan
City Attorney

IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS


Kristin Olsen
Chairwoman

CITY OF RIVERBANK


Richard D. O'Brien
Mayor

ATTEST:


Elizabeth King
Clerk of the Board

ATTEST:


Annabelle Aguilar
City Clerk
(CC Resolution No. 2020-059)

APPROVED AS TO CONTENT:


Jeff Dirksen
Sheriff - Coroner

APPROVED AS TO CONTENT:

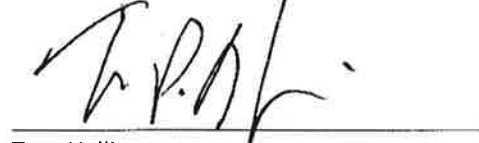

Sean Scully
City Manager

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel


Robert J. Taro
Assistant County Counsel

APPROVED AS TO FORM:


Tom Hallinan
City Attorney

EXHIBITS A & B
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Riverbank
July 2020 – June 2024

EXHIBIT A
CITY OF RIVERBANK
GENERAL LAW ENFORCEMENT
SERVICE LEVEL REQUEST

1. City Request. City requests the County to perform the general law enforcement services listed here below at the staffing level shown. The Sheriff and the City Manager have discussed and agree to the services and staffing level described below.
2. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit B and accept those rates.
3. Special Events. The City shall pay the cost of law enforcement services for the annual Cheese and Wine Festival.
4. Staffing Level. The staffing level which will be provided is as follows:

Position	Schedule	FTE	Backfill
Chief – 8 hrs	5 days/week	1.00	No
Sergeant – Patrol 12hrs	One on Day shift per squad	2.00	No
Deputy Sheriff (Patrol) - 12hrs	Two Days, One Swing, Two Graves per squad; Backfill only for 2 deputies at all times	10.00	Yes
Deputy Sheriff (Detectives) - 10hrs	Three - 4 days/week	3.00	No
Deputy Sheriff (Traffic) - 12hrs	One on Days per squad and one rotating	3.00	No
Community Svcs Officer - 10hrs	4 days/week	1.00	No
Legal Clerk I/II/III - 8hrs	5 days/week	2.00	No
Supervising Legal Clerk I/II - 8hrs	5 days/week	1.00	No

5. Facilities. The City shall provide the existing police facility at 6727 Third Street, Riverbank for the County to conduct law enforcement services. If police are moved to a new facility, move will be approved by the Sheriff.

APPROVED AND ACCEPTED BY:

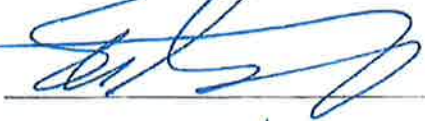
STANISLUAS COUNTY SHERIFF



Jeff Dirkse
Sheriff – Coroner

Date: 10/1/20

CITY MANAGER



Sean Scully
City Manager

Date: 10/5/20

EXHIBIT B
CITY OF RIVERBANK CONTRACT RATES

	Budget 2020/2021	Est Budget 2021/2022	Est Budget 2022/2023	Est Budget 2023/2024
Salaries and Benefits	3,283,194	3,375,748	3,477,021	3,581,332
Overtime	319,815	329,409	339,291	349,470
Extra Help	22,613	23,291	23,990	24,710
Services and Supplies	71,263	72,901	74,577	76,292
SR911 Dispatch services	298,079	307,021	316,232	325,719
Other Charges (County CAP's)	100,512	110,097	112,629	115,219
Transcription Costs	12,000	12,360	12,731	13,113
Vehicle Replacement Costs	190,980	196,709	202,610	208,688
Total Cost of City Contract	4,298,456	4,427,536	4,559,081	4,694,543
City LE Svcs	4,276,826	4,405,257	4,536,134	4,670,908
Security Svcs/Contractual Events	21,630	22,279	22,947	23,635
Total Revenue	4,298,456	4,427,536	4,559,081	4,694,543

Staffing	
Lieutenant/Chief (No Backfill)	1.00
Sergeant (No Backfill)	2.00
Deputy Sheriff/Patrol (Backfill)	10.00
Deputy Sheriff/Traffic (No Backfill)	3.00
Deputy Sheriff/Detective (No Backfill)	3.00
Deputy Sheriff/SRO (No Backfill)	0.00
Community Services Officer (No Backfill)	1.00
Supervising Legal Clerk (No Backfill)	1.00
Legal Clerk (No Backfill)	2.00
Total Officers including Lieutenant	19.00
Officers per 1,000 based on Population of 24,740	0.77

EXHIBIT B
SCOPE OF SERVICES

The School Resource Officer shall work:

- To protect lives and property for the citizens and public school students of the City;
- To enforce federal, state, and local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- To investigate criminal activity committed on or adjacent to school property;
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee, or by the parents of a student;
- To answer questions and conduct classroom presentations for students in the law related education field;
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- To provide security for special school events or after-hours functions, such as PTA meetings, football games, and school dances, at the request of the principal or his or her designee;
- To provide traffic control during the arrival and departure of students on an as needed basis (need may be based upon law enforcement's determination of actual need);
- To assist the School District in making the grounds and adjacent grounds safe from criminal activity;
- To assist the School District in resolving truancy issues;
- To assist the School District in complying with legal reporting requirements, including completing the Monthly Report on the Detention of Minors form for the California Board of State and Community Corrections and completing the Annual Survey of Law Enforcement Facilities;
- To develop expertise in presenting various subjects to the students, staff, parents, and community. Such subjects shall include, but not be limited to: a basic understanding of the law; the role of the police officer and laws related to tobacco, alcohol, and drug issues; evidence diffusion; violence prevention; and group safety issues related to the community;
- To encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with students;
- To assist the School District in developing plans and strategies to prevent and/or minimize dangerous situations that may result in student unrest;

- To take law enforcement action as required. (As soon as practical, the SRO shall make the principal or his or her designee aware of such action.); and
- To maintain detailed and accurate records related to the SRO program. These records may include the number of classroom visits, home visits, parent contacts, formal student meetings, and school related investigations.
- The SRO shall not act as a school disciplinarian, as disciplining students is a School District responsibility. However, if the principal at the school to which the SRO is assigned believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate.

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

RIVERBANK UNIFIED SCHOOL DISTRICT (District), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW

TYPE OF COVERAGE	MINIMUM TYPE	MINIMUM LIMITS	
		EACH OCCURRENCE	AGGREGATE
WORKER’S COMPENSATION EMPLOYER’S LIABILITY		STATUTORY \$1,000,000	
COMMERCIAL GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE, AND SEXUAL ABUSE/ASSAULT AND MOLESTATION	Coverage must be at least as broad as ISO CG 00 01 and must include property damage, bodily injury and personal injury coverage.	\$5,000,000	\$10,000,000
AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	District shall provide auto liability coverage for owned, non---owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than \$5,000,000 per accident.	\$5,000,000	\$10,000,000
PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
EMPLOYMENT PRACTICES LIABILITY, INCLUDING COVERAGE FOR THIRD-PARTY CLAIMS	Include coverage for any claim brought against the City by or on behalf of any third party claiming actual or alleged discrimination, sexual harassment or violation of third party’s civil rights.	\$1,000,000	
DISTRICT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY (COUNTY), ITS COUNCIL MEMBERS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.			

- I. INSURANCE COVERAGE MUST INCLUDE:
- A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE (TEN DAYS NOTICE FOR CANCELLATION DUE TO NON-PAYMENT OF PREMIUM) TO CITY OR COUNTY CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY OR COUNTY
 - C. DEDUCTIBLE AND/OR SELF-INSURANCE RETENTION AMOUNTS IN EXCESS OF \$250,000 REQUIRE CITY'S (COUNTY) PRIOR APPROVAL.
- II. DISTRICT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"
- A. PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.
 - B. CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 12.2

SECTION 12: NEW BUSINESS

Meeting Date: January 24, 2023

Subject: Authorize the City Manager to Submit an Application for Grant Funding under the California Department of Water Resources 2022 Urban Community Drought Relief Program.

From: Marisela H. Garcia, City Manager

Submitted by: Cody Bridgewater, Public Works Director

RECOMMENDATION

As previously presented to the City Council in September of 2022, investigations into the modification of Well No. 10 to reduce its Nitrate concentration, and avoid wellhead treatment, have not been successful. Preliminary estimates of construction of wellhead treatment are approximately \$4.3 million. As authorized by the City Council, an application for grant funding was submitted to the California Department of Emergency Services (CalOES) under the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program. That preliminary application was not successful and was not carried forward by CalOES for submittal to FEMA for funding consideration.

Therefore, alternative grant funding programs have been reviewed by City staff. It is recommended that a grant application be prepared for design and construction of a Nitrate treatment system for the City's Well No. 10 to be submitted to the California Department of Water Resources through the 2022 Urban Community Drought Relief Grant Program. Proceeding with designing and constructing wellhead treatment for Nitrate at Well No. 10 has been identified to be necessary following the test pumping that was authorized by the City Council at the June 14, 2022 City Council meeting and as presented to the City Council on September 13, 2022.

SUMMARY

Since October 2021, the City's Well No. 10 has experienced a rapid rise in Nitrate concentration, a constituent with a primary drinking water standard of 10 mg/L as Nitrogen (this is the basis of all Nitrate results reported in this document). Since that time, a series of activities have been undertaken by the City to investigate the potential source of Nitrate and assess if modifications to the well, or its operation, could reduce concentrations such

that the well could be put back on-line. While well flow and water quality profiling earlier this year were promising, the recent pumping testing show that only marginal improvements in Nitrate concentrations can be achieved and that the well would not meet drinking water standards. Because of this result, and as a means to bring this critical water supply back on-line as soon as possible as well as avoid abandoning the significant capital investment at this site, proceeding with design and construction of wellhead treatment for Nitrate removal is recommended and obtaining alternative grant funding is needed. Preliminary estimates of constructing wellhead treatment using ion exchange, as described below, is approximately \$4.3 million.

Since this capital improvement was not foreseen and not planned for and that operation of Well No. 10 is critical to the City supplying water under peak demand conditions, Staff recommends that an application be made to the California Department of Water Resources through the 2022 Urban Community Drought Relief Grant Program. The goal of applying for this grant assistance would be to defray a portion of the cost, up to 75% of the project cost for design and construction. There is the potential that some of the cost of investigating the well to date could be covered under the grant program as well.

The deadline for application submittal is January 31, 2023, therefore it is recommended that the City Council authorize the grant application submittal, acceptance, and execution for the Well No. 10 Modification and Wellhead Treatment Project.

BACKGROUND

Since October of 2021 the City's Well No. 10 has experienced a rapid rise in Nitrate concentration, a constituent with a primary drinking water standard of 10 mg/L as Nitrogen (this is the basis of all Nitrate results reported in this document). City staff has conducted a series of actions and investigations to assess if the operation of the well could be modified to reduce the concentration of Nitrate in the well and ultimately allow it to be used to provide water to the City's system. The actions taken to-date include:

1. Early after the well was identified as exceeding the drinking water standard for Nitrate, City staff began pumping the well to waste (with the well isolated from the potable water system) in an attempt to flush out what might have been a transitory slug of Nitrate containing water to the well. This early flushing resulted in mixed results with initial clearing of the well to below the drinking water standard for Nitrate and then an increase in concentration to above the drinking water standard.
2. Following this initial flushing, the City conducted a flow and water quality profiling of the well, where both flow and water quality parameters are measured from the individual production zones of the well, with Well No. 10 having seven (7) different production zones consisting of four screened sections in an upper aquifer and three screened sections in a lower aquifer (separated by an intermediate seal). This flow and water quality profiling resulted in the following:
 - a. Identification of a hole in the existing 2-inch diameter sounding pipe at approximately 125 feet below the ground surface, with an observed flow into the well and a high Nitrate concentration at 36.8 mg/L as N.
 - b. The uppermost screened zone from 165 to 185 feet was noted as producing about 26% of the well production and had an estimated Nitrate

- concentration of approximately 17.6 mg/L as N (based on field sampling data).
- c. The second shallowest screened zone from 210 to 230 feet was noted as producing about 5.6% of the well production and had an estimated Nitrate concentration of approximately 24.0 mg/L as N (based on field sampling data).
 - d. The remaining deeper five screened zones (producing the remaining 68.7% of the well total) had Nitrate concentrations well less than the 10 mg/L as Nitrogen drinking water limit and other monitored constituents of concern were not above their respective drinking water limits.
3. Because the flow and water quality profiling suggested that lower zones of the well might produce water with concentrations of Nitrate less than the drinking water standard of 10 mg/L, the City council authorized a testing program to confirm that modifications to the well and/or its operation could result in producing acceptable water quality and therefore the well could be brought on-line within a very short amount of time. The results of this last testing were available the last week of August (following cleaning and test pumping of the well in July and August) and indicate that changed operation of the well will not produce water with acceptable levels of Nitrate. The results of this testing are summarized as follows:
- a. After isolating the upper portion of the well (the sounding pipe and upper 165-to-185-foot screened zone) the well was pumped for 24 hours and a resultant combined Nitrate concentration of 15.6 mg/L was observed, above the drinking water standard of 10 mg/L.
 - b. The test pump and isolating packer were lowered to isolate the upper two screened zones (from 165-185 and 210-230 feet below the ground surface) and the well was pumped again for 24 hours. A resulting combined Nitrate concentration of 14.6 mg/L was observed, still above the drinking water standard.
 - c. The test pump was then lowered to below the upper four screened zones and the intermediate seal to assess if water quality meeting the Nitrate drinking water standard could be obtained from the lowest three pump zones (previous studies suggested that groundwater Nitrate in these zones would be less than 5 mg/L). This lowest zone was first pumped for 24 hours, and field measurements of Nitrate observed at above the drinking water standard of 10 mg/L. A sample was collected for laboratory analysis at reaching the 24-hour pumping point. Additional pumping for another 20 hours was conducted, and field measurements suggested a decline in groundwater Nitrate concentration. A second sample was collected for laboratory analysis at the conclusion of nearly 42 hours of pumping. The results of these two laboratory samples were 14.6 and 14.8 mg/L, respectively.

To date the City has expended approximately \$332,000.00 on the above efforts, however approximately \$100,000.00 of that cost is associated with maintenance of the well that would be implemented on a 5-to-10-year cycle. This effort and cost have been expended with the goal of avoiding significantly higher capital and on-going operation and maintenance costs of providing wellhead treatment.

The recent test pumping of Well No. 10 indicates that modifying the well operation or blanking off the upper-screened zones will not result in a reduction of Nitrate as previously indicated by the flow and water quality profiling. The reason for this difference in actual results from what was expected is not certain but could include:

- Mixing within the well screened sections and/or mixing through imperfections in the intermediate seal.
- A continuing process of Nitrate migration into the well and aquifer at multiple levels, initially shown to be limited to shallow depths above approximately 230 feet to now the deeper zones.

Results of this testing have been reviewed with the Division of Drinking Water of the State Water Resources Control Board (DDW) and under the current conditions the well cannot be brought back into production for the water system. Also following a review of available background information developed by the City of Modesto, the City of Riverbank's experience with Well No. 10 is similar to what is being observed with many municipal wells in the north-central part of the groundwater basin, where it is suspected that high Nitrate groundwater is migrating into the deeper aquifers and that this process may be exacerbated by the decline in groundwater levels in the region.

In order to restore the lost water supply capacity provided by Well No. 10 as soon as possible and to continue to take advantage of the significant assets the City has in the existing Well No. 10 site and well and site improvements, construction of wellhead treatment is recommended. In consultation with KSN and the DDW, it is recommended that the City pursue implementation of an ion exchange treatment system for Well No 10 due to ion exchange being recognized as one of the best available technologies for Nitrate removal by the DDW and other comparable technologies being known to be more expensive to implement at the scale and location of the City and Well No. 10.

Since contamination of Well No. 10 by Nitrate was not foreseen, and the need for a major capital improvement not planned for, Staff recommends pursuing grant funding to cover a significant portion of the cost of remedial actions to bring the well back on-line. The reconnaissance level cost estimate of adding Nitrate treatment to the Well No. 10 site is based on using ion exchange. Assuming a project that goes to construction by late-2023 and a project that is categorically exempt, the estimated total capital cost of adding wellhead treatment is approximately \$4.3 million.

FINANCIAL IMPACT

Construction of wellhead treatment at the Well No. 10 site has an estimated capital cost of \$4.3 million. The cost of investigation and maintenance of Well No. 10 to date has been approximately \$332,000.00. If successful, grant funding could reduce the cost to the City for implementing wellhead treatment from a total of \$4.3 million to \$1.1 to \$0.4 million, depending on the level of grant funding obtained. Previously authorized actions to proceed with preliminary design of wellhead treatment, repair of the existing well and well pump, and modifying and reinstalling the well pump is \$290,000.00, the results of

which would now be prepared as an application to the Department of Water Resources for grant funding under the 2022 Urban Community Drought Relief Grant Program.

ATTACHMENTS

1. Resolution 2023-XXX

CITY OF RIVERBANK

RESOLUTION 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION,
ACCEPTANCE, AND EXECUTION FOR THE WELL NO. 10 MODIFICATION
AND WELLHEAD TREATMENT PROJECT**

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

WHEREAS, the City of Riverbank (City) proposes to implement the Well No. 10 Modification and Wellhead Treatment Project; and

WHEREAS, the City has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, The City intends to apply for grant funding from the California Department of Water Resources for the Well No. 10 Modification and Wellhead Treatment Project.

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

1. That pursuant and subject to all of the terms and provisions of the Budget Act of 2021 (Stats. 2021, Ch. 240, § 80) as amended (Stats. 2022, Ch. 44, § 25), the City of Riverbank City Manager, or designee, is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Riverbank City Manager, or designee, is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The City of Riverbank City Manager, or designee, is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 24th day of January, 2023; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Gaby Hernandez
City Clerk

APPROVED:

Richard D. O'Brien
Mayor