

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 Street,
Suite B
Riverbank, CA 95367

AMENDED AGENDA

(ADDED ITEM 13.3)

TUESDAY, OCTOBER 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

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 Proclamation Lights on After School- Proclamation – October 20, 2023-

It is recommended that the City Council present the Proclamation for Lights on Afterschool to Dr. Constantino Aguilar, Superintendent of Riverbank Unified School District.



Item 7.2 Proclamation – Code Enforcement Officer Appreciation Week- It is recommended that City Council present a proclamation for Code Enforcement Officer Appreciation week to Senior Neighborhood Improvement Officer, Michele Garcia and Neighborhood Improvement Officer II, Patrick McCulloch.



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.

PLEASE SPEAK DIRECTLY INTO THE MICROPHONE.

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 City Council and Local Redevelopment Authority Board Minutes for September 26, 2023.

Item 9.3 **Resolution** approving the Mayor and City Manager to Execute the Landscape Maintenance Agreement between the City of Riverbank and the State of California Department of Transportation for the Street Improvements in front of Dutch Bros. Coffee

10. PUBLIC HEARING- No items Scheduled.

11. NEW BUSINESS- No items Scheduled.

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

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

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 **PUBLIC EMPLOYMENT**
(Pursuant to Government Code § 54957)
Title: Director of Parks & Recreation

Item 13.2 **PUBLIC EMPLOYMENT**
(Pursuant to Government Code § 54957)
Title: Planning and Building Manager and/or Director of Community Development

Item 13.3 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Government Code §54956.9)
Name of Case: City of Riverbank v. Schneider Electric Buildings America, Inc.

14. REPORT FROM CLOSED SESSION

Item 14.1 Report from Closed Session **Item 13.1**

PUBLIC EMPLOYMENT

(Pursuant to Government Code § 54957)

Title: Director of Parks & Recreation

Item 14.2 Report from Closed Session **Item 13.2**

PUBLIC EMPLOYMENT

(Pursuant to Government Code § 54957)

Title: Planning and Building Manager and/or Director of Community Development

Item 14.3 Report from Closed Session **Item 13.3**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to Government Code § 54956.9)

Name of Case: City of Riverbank v. Schneider Electric Buildings America, Inc.

15. ADJOURNMENT

The Next Regular City Council Meeting will be on:

Tuesday, October 24th, 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 6th Day of October, 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 – City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 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/88251444734>

Join by accessing website: <https://zoom.us/join>, enter **Webinar ID: 882 5144 4734**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128, plus Webinar ID: 882 5144 4734**

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:	October 10, 2023
Subject:	Proclamation – Lights on Afterschool – October 20, 2023
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk

RECOMMENDATION

It is recommended that the City Council present the Proclamation for Lights on Afterschool to Dr. Constantino Aguilar, Superintendent of Riverbank Unified School District.

SUMMARY

Afterschool programs offer many extracurricular opportunities for student enrichment including science, arts, physical activity, and community service. In addition, afterschool programs provide a safe and nurturing environment for students to remain in, while awaiting parents or caregivers to come pick them up at the end of the day. In the month of October, communities nationwide observe Lights On Afterschool to acknowledge the importance of afterschool programs for students. On Friday, October 20th, 2023, Riverbank Project A.C.T.I.O.N. Afterschool Care Together in Our Neighborhoods will be participating in the 24th Annual Lights on Afterschool event. This a free event for the Riverbank Community and will be held at California Avenue Elementary School, 3800 California Avenue, from 3:00– 5:30 p.m.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation
2. Flyer



CITY OF RIVERBANK
Proclamation
LIGHTS ON AFTERSCHOOL

WHEREAS, Lights on Afterschool is a national celebration of Afterschool Programs and promotes the importance of quality Afterschool Programs in the lives of children, families, and communities; and

WHEREAS, Afterschool Programs provide safe, challenging, engaging, and enriching learning experiences to help children and youth develop their social, emotional, physical, cultural, and academic skills; and

WHEREAS, Afterschool Programs support working families by ensuring children are safe and productive after the regular school day ends; and

WHEREAS, such programs help build stronger communities by involving students, parents, schools, business leaders, and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families, and adults; and

WHEREAS, Riverbank Unified School District, Project ACTION, Afterschool Care Together In Our Neighborhoods, is recognized in our schools and community as a fundamental Afterschool Program dedicated to providing extracurricular academic and recreational opportunities for student enrichment in a safe and nurturing environment so students may become diverse individuals.

NOW, THEREFORE, LET IT BE PROCLAIMED by the City Council of the City of Riverbank that Friday, October 20, 2023, is "Lights on Afterschool" within the City of Riverbank.

October 10,2023

Richard D. O'Brien, Mayor

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

**RIVERBANK UNIFIED SCHOOL DISTRICT &
PROJECT ACTION EXPANDED LEARNING PRESENT**

ATTACHMENT 2



LIGHTS ON AFTER SCHOOL CELEBRATION

**FRIDAY, OCTOBER 20, 2023
3:00 – 5:30 P.M.**

Educational & Holiday Activities

Fun-Filled Games & Face Painting

Food, Music, & Entertainment

Resource Booths & Giveaways



CALIFORNIA AVENUE ELEMENTARY
3800 CALIFORNIA AVE. RIVERBANK, CA 95367

The Lights On event is a National Annual event for families to celebrate their local After School Programs. Prepare for an afternoon filled with fun, games, music and excitement.

Join us while we bring together all of our After School Programs to celebrate Riverbank Unified's Lights On event.

FOR MORE INFORMATION CALL
CASA DEL RIO, FRC 209-869-0468



**LIGHTS ON
AFTERSCHOOL**
A PROJECT OF THE AFTERSCHOOL ALLIANCE



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATION

Meeting Date:	October 10, 2023
Subject:	Presentation on Code Enforcement Officer Appreciation Week
From:	Marisela H. Garcia, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council present a proclamation for Code Enforcement Officer Appreciation week to Senior Neighborhood Improvement Officer, Michele Garcia and Neighborhood Improvement Officer II, Patrick McCulloch.

SUMMARY:

The State of California has proclaimed the second week of October as Code Enforcement Officer Appreciation Week. Code Enforcement Officers, or Neighborhood Improvement Officers as they are known in Riverbank, provide for the safety, health, and welfare of citizens through the enforcement of local, state, and federal laws and ordinances dealing with the various issues of building, zoning, housing, animal control, environmental, health, and life safety. In the City of Riverbank, they work on a complaint-only basis.

We take this opportunity to thank our Neighborhood Improvement Officers, Michele Garcia and Patrick McCulloch, for their service to our community.

FINANCIAL IMPACT:

None

ATTACHMENT:

1. Proclamation



CITY OF RIVERBANK

Proclamation
**NATIONAL CODE ENFORCEMENT OFFICER
APPRECIATION WEEK**

WHEREAS, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week; and

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of Riverbank citizens through the enforcement of local, state, and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health, and life safety; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving the quality of life for residents and businesses of local communities; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities; and

WHEREAS, Code Enforcement Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning, and nuisance laws; and

WHEREAS, Code Enforcement Officers often have a highly visible role in Riverbank and regularly interact with the public and a variety of federal, state, county, and local officials in their capacity as code enforcement officers; and

WHEREAS, The City of Riverbank wants to recognize and honor the Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our community.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Riverbank hereby proclaims the second week of October in 2023, and annually thereafter, be known as Code Enforcement Officer Appreciation Week in the City of Riverbank; and

BE IT FURTHER RESOLVED, that the City Council calls upon Riverbank residents to join in recognizing and expressing their appreciation for the dedication and service by the Neighborhood Improvement Officers who serve as our Code Enforcement Officers.

October 10, 2023

Richard D. O'Brien, Mayor

Riverbank City Council:

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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 10, 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:	October 10, 2023
Subject:	Approval of the September 26, 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/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of September 26, 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 September 26, 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, SEPTEMBER 26, 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 O'Brien called the meeting to order at 6:00P.M.
- 2. FLAG SALUTE** –Mayor / Chair O'Brien led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the invocation.
- 4. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

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

Council Member / Authority Member District 1 Luis Uribe

Council Member / Authority Member District 3 Leanne Jones Cruz

Council Member / Authority Member District 4 Darlene Barber-Martinez

Vice Mayor / Vice Chair District 2 Rachel Hernandez

Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES

No Agenda Changes.

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

None Declared.

7. PRESENTATIONS (Informational only)

Item 7.1 **Proclamation Hispanic Heritage Month September 15th to October 15th, 2023-** It is recommended that the City Council present the Proclamation for Hispanic Heritage Month from September 15th to October 15th, 2023, to Mrs. Nancy Garcia.

Mayor O'Brien presented the Proclamation and flowers to Mrs. Nancy Garcia celebrating Hispanic Heritage Month.

Jacob Faulder, Representative with the office of Senator Marie Alvarado-Gil presented a proclamation to Mrs. Nancy Garcia.

Item 7.2 **Proclamation – Walk and Roll to School Day – October 4, 2023-** It is recommended that the City Council read and present a Proclamation for Walk and Roll to School Day to Armando Nunez, Program/Grant Manager for CASA Del Rio Family Resource Center.

Mayor O'Brien presented the Proclamation for Walk and Roll to School Day to Armando Nuñez, Program Manager for Casa del Rio.

Jacob Faulder, Representative with the office of Senator Marie Alvarado-Gil presented a proclamation to Mr. Armando Nunez.

Item 7.3 **Strategic Plan Update-** It is recommended that the City Council receive a presentation on the status of the Strategic Plan.

City Manager Garcia gave a PowerPoint presentation and update on the Strategic Plan Progress to date.

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 6:34 P.M.

Jamie Aggers, Modesto Resident commented on “can you explain why you've had implementing river Walk as a goal in your strategic plan? I believe, since 2019, the prior version of the strategic plan before the public even knew that there was a River Walk plan. Why was that included as a goal in your strategic plan before the environmental impact report has come out, and before it has even come before council.”

Jacob Faulder, Representative with the office of Senator Marie Alvarado-Gil gave a legislative update.

Randy Richardson, Riverbank Resident commented “At our last meeting my respect for all of you went to a whole other level. I know that in leadership one of the things that we have to do is be able to distinguish between what is personal and what is because of the position that we fulfilled. And you guys demonstrated that in a very, very professional way, last meeting. And I just want to honor you and thank you for that.”

There being no further public comments, Mayor O'Brien closed the Public Comment period 6:38 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 9.1 **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for September 12, 2023.

Item 9.3 **Resolution 2023-104** to Award Bid for the 7th Street Outfall Project to Dirt Dynasty, Inc., Authorize Execution of Future Change Orders, and Authorizing a Budget Amendment for an Additional \$380,951.00 from American Rescue Plan Act Funds.

Item 9.4 **Resolution 2023-105** Authorizing a Budget Amendment of \$32,693.00 to the American Rescue Plan Act Funds for the Riverbank Museum ADA Path and Ramp Project

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

ACTION: *By motion moved and seconded (Jones Cruz /Uribe 5/0) to approve the **consent calendar** as presented.*

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

10. PUBLIC HEARINGS- No items Scheduled.

11. NEW BUSINESS

Item 11.1 **Permanent Local Housing Allocation (PLHA) Formula Allocation Plan Discussion-** It is recommended that the City Council receive a presentation regarding the Permanent Local Housing Allocation (PLHA) Formula Allocation Plan adopted in July 2020, and subsequently amended in December 2021, and provide feedback to staff on possible amendments as a result of the refund of grant funds from the River Terrace (formally Ward Villas) Project.

City Manager Garcia, gave a comprehensive staff report and PowerPoint presentation on the Permanent Local Housing Allocation (PLHA) Formula Allocation Plan

City Council discussed the item with staff.

Cary Pope, original developer of Ward Villas now River Terrace “we worked very hard to try and keep that an affordable project, and it just. It's been difficult at best, because of cost overruns and cost increases and interest rates. but I do think that you know, since these funds were allocated for that project, I'm here to advocate that they remain there, and maybe not in in their entirety. But I think that the down payment assistance program is important. The fact of the matter is that the city does have a down payment assistance program. but because no fault of the city or anybody here but the rules associated with that with obtaining those funds that they're impossible, and I don't think that there's been one loan made. This is an opportunity for us to help the working families. These are people that can go out and get a mortgage. but they, just because of the cost of living and inflation, have not been able to, to, you know, accumulate a down payment. This would allow them to do that. The difference is that the mortgage lenders allow it, doing it this way, and they would not allow it doing it the 14 other ways that we had proposed before. This project is ready to go. It would be based as a loan, so it would not be just put out to another project and be gone. Eventually those funds will end up coming back.”

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

DIRECTION: Guidance was provided to staff.

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 reported on the following:

- Nothing to Report

Item 12.2 Council/Authority Member

Councilmember Jones Cruz reported on the following:

- Attended the California League of Cities Conference last week. It was a good use of our time, and had some very good information and some chances to network with other folks that are in the same business as we are.

Councilmember Uribe reported on the following:

- Thank you to superintendent, Dr. Constantino Aguilar, who was able to achieve a partnership between the Riverbank Unified School District and UC Merced said, it's going to benefit our students. If they maintain certain courses, certain gps they have automatic admission to UC Merced said so thank you to Norma for attending

on our behalf, and, as Nancy Garcia said earlier, it's best for our students, and I think our superintendent is getting us in the right direction.

Councilmember Barber-Martinez reported on the following:

- Attended the Center for Human Services. They have a new Youth Navigation Center. They had a grand opening and dedication, that will be used for housing at risk young adults, ages 18-24 and for those that are homeless or at risk of being homeless.*
- International Heritage Festival is going to be Saturday, October 7th in Modesto at Graceada Park.*
- Lupe Garcia, our very own Riverbank Resident, is 100 years young today!*

Vice Mayor Hernandez reported on the following:

- The water education for Latino leaders' program, we were able to travel to the Mexico/ U.S. Border where we were able to tour their wastewater treatment plant, which is nonfunctioning at the moment. So, Cody, shout out to everything that you're doing for the city, and just as a whole, because to be able to learn about systems that are nonfunctioning and the implications that happen for real, you know, it was humbling.*
- Also attended the Cal Cities Annual Conference it was very fruitful. Real things that we've been talking about, earlier today some of our neighboring cities have been going through some Zoom, hate comments and racist comments that are not being productive for our cities. And that was one of the key elements of Cal Cities. That helped us come a little more prepared, just in case it was going to happen to us.*

Item 12.3 Mayor/Chair

Mayor O'Brien reported on the following:

- The Youth Council, was mentioned in the Strategic Plan update tonight, and Riverbank High School. We have 2 other high schools that we need to also engage our students also attended there, and we haven't gotten any traction. I'd like to have an effort. And I'd like to spearhead that because that was one thing, that we have not moved on since 2019.*
- Regulatory agencies have been softening on their comments towards the LRA or the ammo base, so that may open up comment and help put another push like we did in June to come on up with what are true issues and how we can resolve them to get that property transferred.*
- Non-Profit Civic organization summit, we haven't had it in almost 2 years. If we can help organize that, thank you to Norma for the help with that event.*

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 **CONFERENCE WITH LEGAL COUNSEL– Anticipated Litigation**
Significant Exposure to **Litigation**,
(Pursuant to Gov. Code § 54956.9(d))

Number of Potential Cases: **1**

Item 13.2 **LIABILITY CLAIMS**
(Pursuant to Government Code § 54961))
Claimant: Janet Pritsch
Agency Claimed Against: City of Riverbank

There being no public comments, Mayor O'Brien moved to Closed Session at 7:24 P.M.

Reconvened from Closed Session at 7:39 P.M

14. REPORT FROM CLOSED SESSION

Item 14.1 Report from Closed Session **Item 13.1**
CONFERENCE WITH LEGAL COUNSEL– Anticipated Litigation
Significant Exposure to **Litigation**,
(Pursuant to Gov. Code § 54956.9(d))
Number of Potential Cases: **1**

DIRECTION: *Direction was provided to staff.*

Item 14.2 Report from Closed Session **Item 13.1**
LIABILITY CLAIMS
(Pursuant to Government Code § 54961)
Claimant: Janet Pritsch
Agency Claimed Against: City of Riverbank

DIRECTION: *Claim was granted.*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 7:40 P.M.to the next regular scheduled City Council / LRA Meeting of October 10, 2023 at 6:00 P.M.

ATTEST: (Adopted 10/10/2023)

APPROVED:

Gabriela Hernandez
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor/ Chair

RIVERBANK CITY COUNCIL

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date: **October 10, 2023**

Subject: **Resolution approving the Mayor and City Manager to Execute the Landscape Maintenance Agreement between the City of Riverbank and the State of California Department of Transportation for the Street Improvements in front of Dutch Bros. Coffee**

From: **Marisela H. Garcia, City Manager**

Submitted by: **Kathleen Cleek, Development Services Administration Manager**

RECOMMENDATION

It is recommended that the City Council approve the Mayor and City Manager to execute the Landscape Maintenance Agreement between the City of Riverbank and the Department of Transportation (State) for the street improvements in front of Dutch Bros. Coffee.

SUMMARY:

One of Caltrans requirements for any new development along State Route 108 is the City enter into a Landscape Maintenance Agreement. The Landscape Maintenance Agreement identifies the maintenance responsibilities of the City for the newly constructed improvements within the State's right of way. The Agreement addresses the City's responsibility for the decorative cobble, sidewalk, ADA curb ramp and driveway placed within State Highway right of way on State Route 108, as shown on Exhibit A attached to the Landscape Maintenance Agreement.

The maintenance agreement dictates that the responsibilities include but are not limited to inspection, providing emergency repair, replacement and general maintenance of the project area. Additionally, the agreement transfers risk of this area of Highway 108 from Caltrans to the City of Riverbank as it relates to claims that may arise from this area of the project and the associated improvements. These are typical and standard requirements for projects carried forth by Cities within state routes.

FISCAL IMPACT:

There will be minimal fiscal impact. The improvements installed within Caltrans right of way in front of Dutch Bros. Coffee are minimal and will require very little maintenance.

ATTACHMENTS:

1. Resolution 2023-
2. Landscape Maintenance Agreement

CITY OF RIVERBANK

RESOLUTION 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED
LANDSCAPING AND MAINTENANCE AGREEMENT WITH THE STATE OF
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STREET
IMPROVEMENTS IN FRONT OF DUTCH BROS. COFFEE (CALTRANS PERMIT
NUMBER 1023-6CD-0285)**

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

WHEREAS, the parties hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed improvements within State's right of way by Permit Number 1023-6CD-0285.

WHEREAS, this agreement addresses City responsibility for the decorative cobble, sidewalk, ADA curb ramp and driveway placed within State Highway right of way on State Route 108, as shown on Exhibit A, attached to and made a part of the Agreement; and

WHEREAS, maintenance responsibilities that includes, but is not limited to inspection, providing emergency repair, replacement and maintenance as shown on said Exhibit A; and

WHEREAS, the degree or extent of maintenance work to be performed and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual; and

WHEREAS, the City will assume responsibility for maintenance of this area and accept the costs associated with that effort.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby declares the following:

1. The City Council authorizes the Mayor and City Manager to execute the attached landscaping and maintenance agreement with the Department of Transportation for the street improvements in front of Dutch Bros. Coffee (Caltrans permit number 1023-6CD-0285).

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of October, 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: Landscape Maintenance Agreement

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE CITY OF RIVERBANK**

THIS AGREEMENT is made effective this _____ day of _____, 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of RIVERBANK; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Encroachment Permit Number 1023-6CD-0285.
2. This Agreement addresses CITY responsibility for the decorative cobble, sidewalk, ADA curb ramp, driveway (collectively the "LANDSCAPING AND IMPROVEMENT") placed within State Highway right of way on State Route 108, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING AND IMPROVEMENT as shown on said Exhibit A.
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
6. CITY agrees, at CITY expense, to do the following:
 - 6.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN LANDSCAPING AND IMPROVEMENT conforming to those plans and specifications (PS&E) pre-

approved by STATE. CITY will have in place a valid necessary encroachment permits prior to the start of any work within STATE'S right of way.

6.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.

6.2. CITY shall ensure that LANDSCAPED AND IMPROVED areas designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

6.2.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

6.2.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

6.2.3. To expeditiously MAINTAIN, replace, repair, or remove from service any components of LANDSCAPING AND IMPROVEMENT system that has become unsafe or unsightly.

6.3. To furnish electricity for irrigation system controls, lighting system controls for all street lighting systems installed by CITY.

6.4. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

6.5. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 10 Maintenance at 1976 E. Dr. Martin Luther King Jr. Blvd., Stockton, CA. 95205.

6.6. CITY shall ensure LANDSCAPING AND IMPROVEMENT within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item

or material on or about the LANDSCAPING AND IMPROVEMENT in an expeditious manner.

6.7. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING AND IMPROVEMENT.

6.8. To remove LANDSCAPING AND IMPROVEMENT and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

8. STATE shall Issue encroachment permits to CITY and CITY contractors at no cost to them.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING AND IMPROVEMENT to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING AND IMPROVEMENT at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING AND IMPROVEMENT, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description

brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

- 9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

10. INSURANCE:

- 10.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents, and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in Exhibit A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

- 10.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
12. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF RIVERBANK

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
RICHARD D. O'BRIEN
Mayor

TONY TAVARES
Director of Transportation

Initiated and Approved

By: _____
MARISELA H. GARCIA
City Manager

By: _____
TANYA SANGUINETTI
Acting Deputy District Director
Maintenance
District 10

ATTEST:

By: _____
Gabriela Hernandez
City Clerk

By: _____
TOM HALLINAN
City Attorney

EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF RIVERBANK STATEMENT OF SELF INSURANCE

TO: Caltrans District 10 _____, 2023
ATTN: TANYA SANGUINETTI
Acting Maintenance Deputy District Director

FROM: City of Riverbank
Department of Finance

RE: Statement of Self Insurance for City of Riverbank Related to Landscape Maintenance Agreement with State of California Department of Transportation ("STATE") for the improvements along Highway 108 at Riverbank.

Dear Ms. Sanguinetti,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Tammy Alcator
Assistant City Manager/Administrative Service Director
City of Riverbank

MAINTENANCE AGREEMENT WITH CITY OF RIVERBANK

EXHIBIT A

CONSTRUCTION DOCUMENTS COVER SHEET



Know what's below.
Call before you dig.
Dial 811

LEGAL DESCRIPTION:

ISSUED BY STEWART TITLE GUARANTY COMPANY COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, SAID CORNER BEING IN THE CENTER LINE OF PAVEMENT ON THE STATE HIGHWAY, AND RUNNING THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 187.60 FEET; THENCE SOUTH 1°41' EAST, A DISTANCE OF 344 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 192.61 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 10; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 344 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTION THEREFROM THE EAST 75 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED THE STATE OF CALIFORNIA, BY GRANT DEED RECORDED FEBRUARY 15, 1991 AS INSTRUMENT NO. 11867, STANISLAUS COUNTY RECORDS.

APH: 075-011-002-000

GEOTECHNICAL REPORT NOTES:

1. THE FOLLOWING GEOTECHNICAL REPORTS FOR THE SITE SHALL BE CONSIDERED PART OF THESE CONSTRUCTION DOCUMENTS:

GEOTECHNICAL ENGINEERING INVESTIGATION
KRAHAN & ASSOCIATES, INC.
PROJECT NO. 072-22023
DATE: JUNE 20, 2022

KRAHAN & ASSOCIATES, INC.
448 MITCHELL ROAD, SUITE C
MODESTO, CALIFORNIA 95354

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL PROVISIONS OF THE SOILS REPORT FOR THE SITE BE OBSERVED AND COMPLIED WITH DURING ALL PHASES OF THE SITE PREPARATION, GRADING OPERATIONS, FOUNDATION, SLAB, AND PAVING CONSTRUCTION.

3. ANY PROVISIONS OF THE SOILS REPORT WHICH CONFLICT WITH INFORMATION SHOWN ELSEWHERE ON THESE DRAWINGS, OR WHICH REQUIRE FURTHER CLARIFICATION, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR DETERMINATION.

4. A REPRESENTATIVE OF THE SOILS ENGINEER SHALL BE AVAILABLE TO OBSERVE AND APPROVE THE EARTHWORK OPERATIONS AND TO VERIFY FIELD CONDITIONS AS WORK PROCEEDS. THE SOILS ENGINEER SHALL SUBMIT FIELD REPORTS CERTIFYING THAT THE METHODS AND MATERIALS OF THE EARTHWORK OPERATIONS WERE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS INVESTIGATION AND THAT THE WORK WAS PERFORMED TO HIS/HER SATISFACTION.

5. THE SOILS ENGINEER SHOULD BE NOTIFIED AT LEAST FIVE (5) WORKING DAYS PRIOR TO ANY SITE CLEARING OR GRADING.

LEGEND:

PROPOSED	EXISTING
CURB AND GUTTER	CURB
PAINT STRIPE	PAINT STRIPE
CONCRETE	CONTOUR
ASPHALT	WATER
SUBSOIL	SANITARY
CONTOUR	STORM
WATER	COMMUNICATIONS
WATER METER	ELECTRICAL
STORM	GAS
SANITARY	CORRUGATED PLASTIC PIPE RISER
PAINT STRIPE	DRAIN INLET
TYPE 1 CATCH BASIN	SEWER MANHOLE
LOT LIGHT	COMMUNICATIONS BOX
BICYCLE PARKING	COMMUNICATIONS VAULT
	ELECTRIC BOX
	GAS VALVE
	GAS METER
	GAS BOX
	PVC RISER
	LIGHT POLE
	SIGN POST
	ELECTRIC VAULT
	UTILITY VAULT
	TRAFFIC SIGNAL BOX
	WATER VALVE
	WATER VAULT
	BACKFLOW PREVENTER
	BIKE HOUSING
	HANDICAP ACCESSIBLE PARKING SPACE

EXISTING TOPOGRAPHY / SURVEY INFORMATION NOTE:

AN ALTA/NSP.S. TOPOGRAPHIC AND BOUNDARY SURVEY DATED APRIL 22, 2022, PERFORMED BY GEOLAND INC. HAS BEEN PROVIDED TO BARGHAUSEN CONSULTING ENGINEERS, INC. BARGHAUSEN CONSULTING ENGINEERS, INC. HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THIS DESIGN HAS BEEN BASED ON ABOVE REFERENCED SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE OWNER TO HAVE ALL IMPROVEMENTS FIELD VERIFIED PRIOR TO CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF BARGHAUSEN CONSULTING ENGINEERS, INC. PRIOR TO WORK.

MONUMENT PROTECTION NOTE:

ALL EXISTING SURVEY MONUMENTS ARE TO BE PRESERVED FOR CALIFORNIA SENATE BILL 1487. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT MONUMENTS ARE PROPERLY PROTECTED AND/OR REPERCUSSOR. IF ANY OF THE MONUMENTS ARE DISTURBED OR ARE NEAR THE AREA OF CONSTRUCTION, A LICENSED SURVEYOR MUST CONFIRM THAT THE MONUMENTS HAVE BEEN PROTECTED AND/OR REPERCUSSOR AND THE APPROPRIATE DOCUMENTATION HAS BEEN RECORDED. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR OBTAINING PERMITS FROM ANY JURISDICTIONS HAVING AUTHORITY FOR REMOVING AND REPLACING ALL SURVEY MONUMENTS THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITY. UPON COMPLETION OF CONSTRUCTION, ALL MONUMENTS DISPLACED, REMOVED, OR DESTROYED SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE COST AND AT THE DISCRETION OF THE CONTRACTOR. PURSUANT TO THESE REGULATIONS, THE APPROPRIATE FORMS FOR REPLACEMENT OF SAID MONUMENTATION SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.

HORIZONTAL CONTROL NOTE:

CONTRACTOR SHALL HAVE ALL PROPERTY LINES, CURBS, SIDEWALKS, STRUCTURES, CONCRETE PAVES AND ANY OTHER ABOVE GROUND PERMANENT STRUCTURE DEPICTED ON THESE PLANS STAKED FOR CONSTRUCTION BY A LICENSED SURVEYOR. LICENSED SURVEYOR SHALL STATE ALL FIELD USING COORDINATE GEOMETRY (DETERMINED TO SITE CONTROL) IN CAD DRAWING FILES PROVIDED BY BARGHAUSEN CONSULTING ENGINEERS, INC. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RETRIEVE LATEST CAD FILES FROM BARGHAUSEN CONSULTING ENGINEERS, INC., REFLECTING ANY CHANGED PLANS. BARGHAUSEN CONSULTING ENGINEERS, INC. SHALL IMMEDIATELY BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.

UTILITY CONFLICT NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY PROVIDING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ ALL AND THEN PROVIDING ALL OF THE EXISTING PUBLIC INFORMATION AND NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL NOTIFY BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

ESTIMATED EARTHWORK QUANTITIES:

CUT: 180 CY
FILL: 260 CY
NET: 120 CY (CUT) - AFTER PAVING SECTIONS
AREA TO BE DISTURBED = 0.86 ACRES
• THE QUANTITIES LISTED DO NOT INCLUDE PROPOSED PAVING SECTIONS AS LISTED BY THE GEOTECHNICAL ENGINEER
• EARTHWORK QUANTITIES ARE APPROXIMATE AND DO NOT ACCOUNT FOR CLEANING AND GRUBBING, TRENCHING, OR OTHER EXISTING ETC. AS REQUIRED BY THE GEOTECHNICAL REPORT.
• THE CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING SITE CONDITIONS AND CALCULATE THEIR OWN EARTH WORK QUANTITIES FOR THE PROJECT PRIOR TO SO
• EARTHWORK QUANTITIES DO NOT INCLUDE GRIND AND OVERLAY QUANTITIES
• CONTRACTOR SHALL REFER TO THE GEOTECHNICAL INVESTIGATION REPORT FOR THIS SITE DATED JUNE 20, 2022
PREPARED BY: KRAHAN & ASSOCIATES, INC.

BASIS OF BEARINGS:

THE BEARING OF NORTH 89°47'55" WEST WAS TAKEN BETWEEN FOUND MONUMENTS ON ONDALE AVENUE (SECTION LINE) AS SHOWN ON MAP FILED IN BOOK 34 OF MAPS, PAGE 15, STANISLAUS COUNTY RECORDS, AND WAS USED AS THE BASIS OF BEARING FOR THIS MAP.

BENCHMARK:

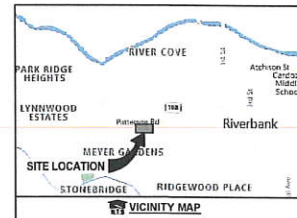
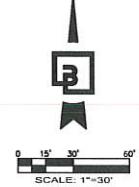
BENCHMARK: HGS V-799 RESET (910 H510303), ELEV = 127.25' (DMM 88)

3" OF BRASS DISK SET IN CONCRETE BRIDGE GUARD RAIL, STAMPED "V 799 RESET 1987" / DISK IS ON THE WEST END OF BRIDGE LAID ON THE NORTH SIDE OF PATTERSON ROAD (STATE HWY 108). BRIDGE NO. 39-13. THE BENCHMARK IS LOCATED 1.33 MILES DUE WEST ALONG PATTERSON ROAD FROM THE FRONT OF PROJECT SITE.

FLOOD ZONE:

THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS ZONE "X". PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 060303352E, DATED SEPTEMBER 26, 2008.

N



OWNER

EVERGREEN DEVCO, INC.
TEL: (949) 535-4229
CONTACT: ROGER CALLAS
EMAIL: ROGER@EVERGREENDEVCO.COM

DEVELOPER

DUTCH BROS COFFEE
110 284 4TH STREET
GRANTS PASS, OR 97626
TEL: (503) 788-2700
CONTACT: RUSS ORRIS

ENGINEER

BARGHAUSEN CONSULTING ENGINEERS, INC.
1815 72ND AVE. SOUTH
KENT, WA 98033
TEL: (206) 231-8222
CONTACT: HAL P. GRUBB, P.E.

BUILDING ARCHITECT

GNCH ARCHITECTURE STUDIO
1001 SE SANDY BOULEVARD, SUITE 100
PORTLAND, OR 97214
TEL: (503) 553-9079
CONTACT: DUSTIN PHEON

SURVEYOR

GEOLAND, INC.
1840 GREENWICH LANE, SUITE C
GARDEN GROVE, CA 92647
TEL: (949) 871-4789
CONTACT: CHRISTOPHER D. JOHNSON, PLS

GEOTECHNICAL ENGINEER

KRAHAN & ASSOCIATES, INC.
448 MITCHELL ROAD, SUITE C
MODESTO, CALIFORNIA 95354
TEL: (209) 572-2200
CONTACT: DAVID R. JAROSZ, II

PROJECT DATA

NAME: DUTCH BROS COFFEE - PATTERSON, RIVERBANK, CA
ADDRESS: 2300 PATTERSON ROAD RIVERBANK, CA

PARCEL AREA: 33.367 SF (0.77 ACRES)

ZONING: GENERAL COMMERCIAL (C-2)

BUILDING SETBACKS:
- FROM PATTERSON ROAD: MINIMUM 75-FEET
- FROM PUBLIC HIGHWAY: MINIMUM 15-FEET
- FROM REAR PROPERTY LINE: MINIMUM 15-FEET

FLOOD PLAIN: ZONE X

PARKING SPACES:

- PROPOSED REGULAR PARKING = 10
- PROPOSED ADA PARKING = 1
- TOTAL PARKING = 11

QUEUING = 20

PROPOSED ON-SITE GROUND COVER SUMMARY:

BUILDINGS (INCLUDES TRASH ENCLOSURE): 1,190 SF (3.5%)
PARKING AND MANUEVERING: 21,471 SF (64.5%)
WALKWAYS: 2,773 SF (8.3%)
LANDSCAPE: 7,833 SF (23.7%)
TOTAL: 33,367 SF (100.00%)

PROPOSED OFF-SITE GROUND COVER SUMMARY:

PARKING AND MANUEVERING: 1,769 SF (45.7%)
WALKWAYS: 1,569 SF (38.5%)
LANDSCAPE: 811.3 SF (15.7%)
TOTAL: 3,149 SF (100.00%)

GROSS PROJECT AREA: 37,811 SF (0.86 ACRES)

CIVIL SHEET INDEX

Sheet Number	Sheet Title
C1.0	COVER SHEET
C1.1	GENERAL NOTES
1 OF 4	ALTA-NSP.S. TOPOGRAPHIC SURVEY
2 OF 4	ALTA-NSP.S. TOPOGRAPHIC SURVEY
3 OF 4	ALTA-NSP.S. TOPOGRAPHIC SURVEY
4 OF 4	ALTA-NSP.S. TOPOGRAPHIC SURVEY
C1.2	DEMOLITION PLAN
C1.3	EROSION AND SEDIMENT CONTROL PLAN
C1.4	EROSION AND SEDIMENT CONTROL DETAILS
C1.5	EROSION AND SEDIMENT CONTROL DETAILS
C2.0	SITE PLAN
C2.1	HORIZONTAL CONTROL PLAN
C3.0	GRADING PLAN
C4.0	DRAINAGE PLAN
C5.0	UTILITY PLAN AND PROFILE
C5.1	UTILITY PLAN AND PROFILE
C5.2	UTILITY PLAN AND PROFILE
C6.0	CIVIL DETAILS
C6.1	CIVIL DETAILS
C6.2	CIVIL DETAILS
C6.3	CIVIL DETAILS
C7.0	AGENCY DETAILS
C7.1	AGENCY DETAILS
C8.0	CONDITIONS OF APPROVAL
C8.1	CONDITIONS OF APPROVAL

THE CITY ENGINEER FOR THE CITY OF RIVERBANK HAS REVIEWED THE PLANS FOR COMPLIANCE WITH THE CITY REQUIREMENTS ONLY. SINCE PLANS WERE PREPARED BY OTHERS, NO RESPONSIBILITY FOR THE ADEQUACY OF THE DESIGN IS EXPRESSED.

WILLIAM KILL, CITY ENGINEER

THE APPLICANT OR APPLICANTS SUCCESSOR IN INTEREST SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF RIVERBANK, ITS AGENTS, OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS OR PROCEEDINGS AGAINST THE CITY OF RIVERBANK, ITS AGENTS, OFFICERS AND EMPLOYEES TO ATTACK, SET ASIDE, VOID OR ANNULL ANY APPROVAL BY THE CITY OF RIVERBANK AND ITS ADVISORY AGENCY, APPEAL BOARD, OR LEGISLATIVE BODY CONCERNING THIS APPLICATION.

APPROVED FOR GRADING ONLY

DEVELOPMENT SERVICES DEPARTMENT
CITY OF RIVERBANK

BY: _____
DATE: _____
EXPIRATION DATE: _____

COVER SHEET
2300 PATTERSON ROAD
RIVERBANK, CA 95367

DUTCH BROS COFFEE

For
LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
87814
CIVIL
STATE OF CALIFORNIA

Stamp: Designated, Drawn, Checked, Approved, Date, Title, Scale, Notes

Barghausen Consulting Engineers, Inc.
1025 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com

Stamp: B

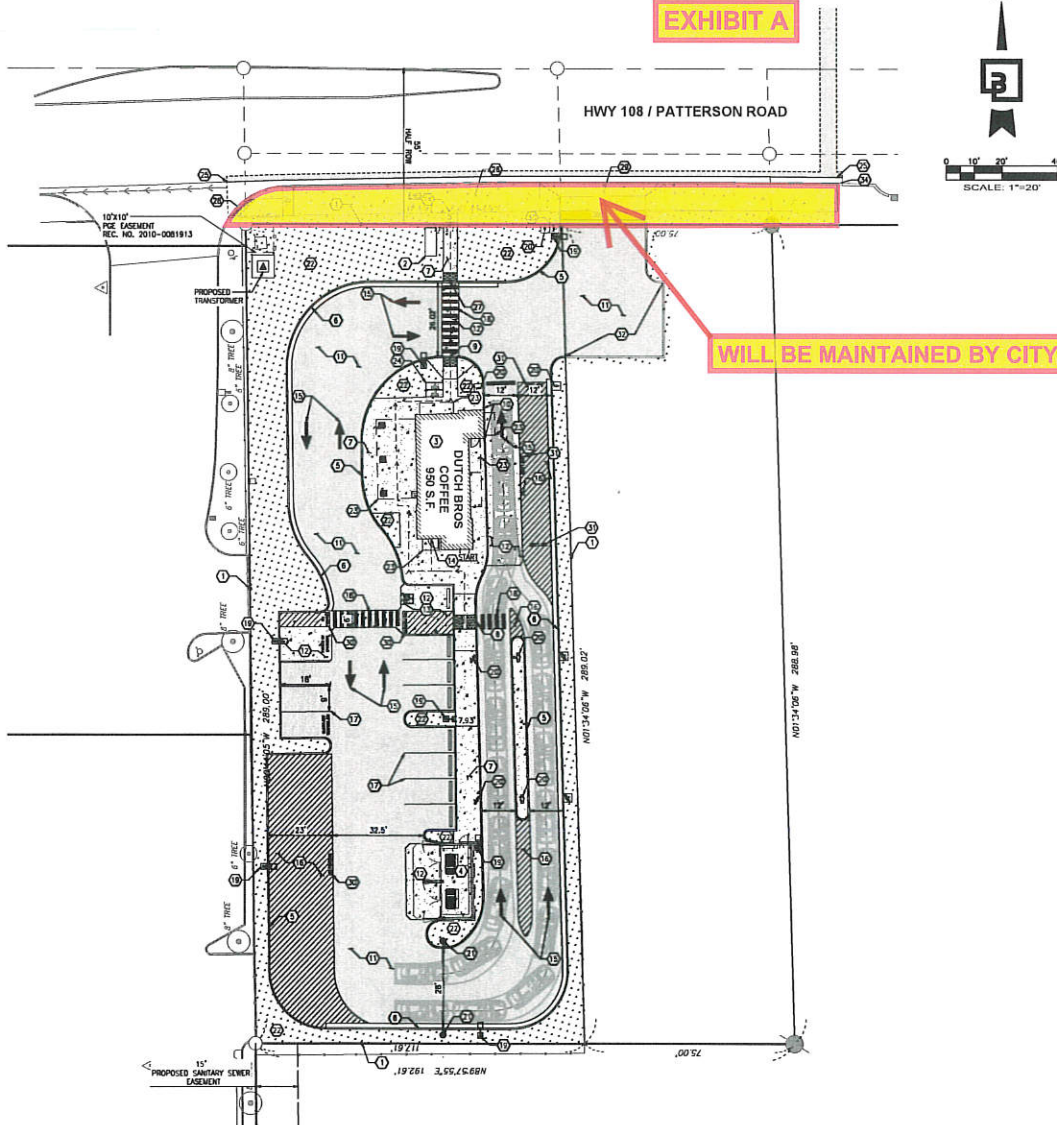
Stamp: C1.0



Know what's below.
Call before you dig.
Dial 811

DUTCH BROS. COFFEE - CA0913 - RIVERBANK, CA CONSTRUCTION DOCUMENTS SITE PLAN

EXHIBIT A



CONSTRUCTION NOTES:

1. LOCATION OF EXISTING PROPERTY LINE, TYPICAL.
2. PROPOSED MONUMENT SIGN, CONSTRUCTED BY OTHERS.
3. LOCATION OF BUILDING, REFER TO ARCHITECTURAL PLANS FOR DETAILS.
4. LOCATION OF TROUGH ENCLOSURE WITH CONCRETE PAD, REFER TO ARCHITECTURAL PLANS AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
5. CONSTRUCT CONCRETE SHOWER CURB PER DETAIL 7/C&D.
6. CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 8/C&D.
7. CONSTRUCT CONCRETE SIDEWALK, SECTION PER DETAIL 3/C&D.
8. CONSTRUCT ACCESSIBLE RAMP SIMILAR TO CASE 'A' WITH DETECTIBLE WARNING PAD PER CITY OF RIVERBANK DRAWING NO. 317 (SHEET C7.0).
9. CONSTRUCT ACCESSIBLE RAMP SIMILAR TO CASE 'B' WITH DETECTIBLE WARNING PAD PER CITY OF RIVERBANK DRAWING NO. 318 (SHEET C7.0).
10. INSTALL BOLLARD, SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAIL.
11. CONSTRUCT ASPHALT PAVEMENT, TYPICAL SECTION PER DETAIL 1/C&D.
12. CONSTRUCT ON-SITE CONCRETE PAVEMENT, TYPICAL SECTION PER DETAIL 2/C&D.
13. CONSTRUCT ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STANDARD DETAIL ASDA (DETAIL 1/C7.0) WITH ALL REQUIRED SIGNAGE. REFER TO DETAIL 6/C&D AND 5/C&D FOR INTERNATIONAL SYMBOL OF ACCESSIBILITY AND SIGN FOOTINGS, RESPECTIVELY.
14. ADA ACCESSIBLE PATH, SEE ACCESSIBLE PATH NOTE THIS SHEET.
15. PAINT DIRECTIONAL PAVEMENT MARKINGS, TYPICAL PER DETAIL 4/C&D.
16. PAINT 4" WIDE WHITE REFLECTIVE PAINT 45 DEGREE STRIPING AT 2' ON CENTER; CONFIRM ALL PAINT SPECIFICATIONS WITH CITY OF RIVERBANK.
17. PAINT 4" WIDE WHITE REFLECTIVE PAINT PARKING STALL STRIPES, TYPICAL; CONFIRM ALL PAINT SPECIFICATIONS WITH CITY OF RIVERBANK.
18. PAINT CONTRAST TYPE PEDESTRIAN CROSSWALK STRIPING, 1 FOOT WIDE STRIPES SPACED 2' ON CENTER.
19. INSTALL SITE LIGHTING, REFER TO PLANS BY OTHERS FOR ADDITIONAL INFORMATION, TYPICAL.
20. INSTALL SIGN, IF IN UNSCAPED AREA, INSTALL CONCRETE PAD WITH MINIMUM SLOPE OF 1%, REFER TO SIGN PLANS FOR EXACT PLACEMENT, DIMENSIONS, AND FOR ADDITIONAL INFORMATION.
21. INSTALL VERTICAL CLEARANCE BAR, REFER TO SIGN PLANS FOR EXACT PLACEMENT AND ADDITIONAL INFORMATION.
22. LANDSCAPING, REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
23. LOCATION OF BUILDING ROOF RAINING, REFER TO ARCHITECTURAL PLANS FOR DETAILS.
24. INSTALL SHORT-TERM BICYCLE PARKING RACK, "MAGNAX" "ONION" CIRCULAR BIKE RACK WITH 2-BIKE CAPACITY, SURFACE MOUNT, WITH 3" DEEP ANCHORS, COORDINATE COLOR WITH OWNER AND ARCHITECT PRIOR TO ORDERING.
25. APPROXIMATE SHOOT LIGHTS, TYPICAL.
26. CONSTRUCT SIDEWALK, CURB AND GUTTER AND ASPHALT PAVING PER CALTRANS STANDARD PLANS AND SPECIFICATIONS. CONTRACTOR TO CONFIRM WITH CALTRANS REPRESENTATIVE PRIOR TO CONSTRUCTION.
27. CONSTRUCT ACCESSIBLE RAMP SIMILAR TO CASE '1' WITH DETECTIBLE WARNING PAD PER CITY OF RIVERBANK DRAWING NO. 321 (SHEET C8.1).
28. CONSTRUCT ACCESSIBLE RAMP SIMILAR TO CASE 'G' WITH DETECTIBLE WARNING PAD PER CALTRANS DRAWING NO. A87A (SHEET C8.1).
29. CONSTRUCT DRIVEWAY PER CALTRANS DRAWING NO. A87A (SHEET C7.1).
30. INSTALL WHITE PAINTED MARKING "NO PARKING" PAINTED 1'-0" TALL.
31. INSTALL WHITE PAINTED MARKING "EXIT LANE" PAINTED 1'-0" TALL.
32. INSTALL TEMPORARY EXTRUDED CURB BETWEEN KEYNOTES; SEE DETAIL 12/C&D.
33. LOCATION OF R1000 (CA) TOW ARMY SIGN, INSTALL PER CALTRANS STANDARD PLAN ASDA, TOW INFORMATION FOR R1000 SIGN SHALL BE AS FOLLOWS: ADDRESS: 8721 3RD STREET, RIVERBANK, CA 95367, PHONE (209) 869-7162.
34. CONSTRUCT CURB TRANSITION TO ASPHALT ROLLED CURB.

LEGEND

BUILDING LINE	////
EXISTING CURB TO REMAIN	=====
PROPOSED CURB	=====
PROPOSED LANDSCAPING	
PROPOSED CONCRETE	

ACCESSIBLE PATH OF TRAVEL NOTE:

WALKWAYS ALONG ACCESSIBLE ROUTES OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, A MINIMUM 4'-0" IN WIDTH, HAVE A MAXIMUM 1:5% CROSS SLOPE, AND SHALL HAVE RAMP SLOPES COMPLYING WITH ACCESSIBILITY STANDARDS (SECTION 11B-405) WHERE NECESSARY TO CHANGE ELEVATION AT A LONGITUDINAL SLOPE EXCEEDING 5% (1:20). CURB RAMP SLOPES WHERE PROVIDED SHALL COMPLY WITH ACCESSIBILITY REQUIREMENTS (SECTION 11B-405) AND BE PROVIDED WITH A CONTINUOUS 5'-0" WIDE DETECTIBLE WARNING STRIP MEETING ACCESSIBILITY REQUIREMENTS (SECTION 11B-700) SHALL BE PLACED WHERE A WALKWAY CROSSES OR ADJACENT A VEHICULAR WAY AND IS NOT SEPARATED BY A CURB, RAILING, OR OTHER ELEMENT MEETING ACCESSIBILITY STANDARDS.

SITE PLAN
2300 PATTERSON ROAD
RIVERBANK, CA 95367

Title

DUTCH BROS.

For



Scale:
Horizontal 1" = 20'
Vertical N/A
Original: JAC, JAC, JAC, JAC, JAC, JAC
Drawn: JAC, JAC, JAC, JAC, JAC, JAC
Checked: JAC, JAC, JAC, JAC, JAC, JAC
Approved: JAC, JAC, JAC, JAC, JAC, JAC
Date: 02/26/23

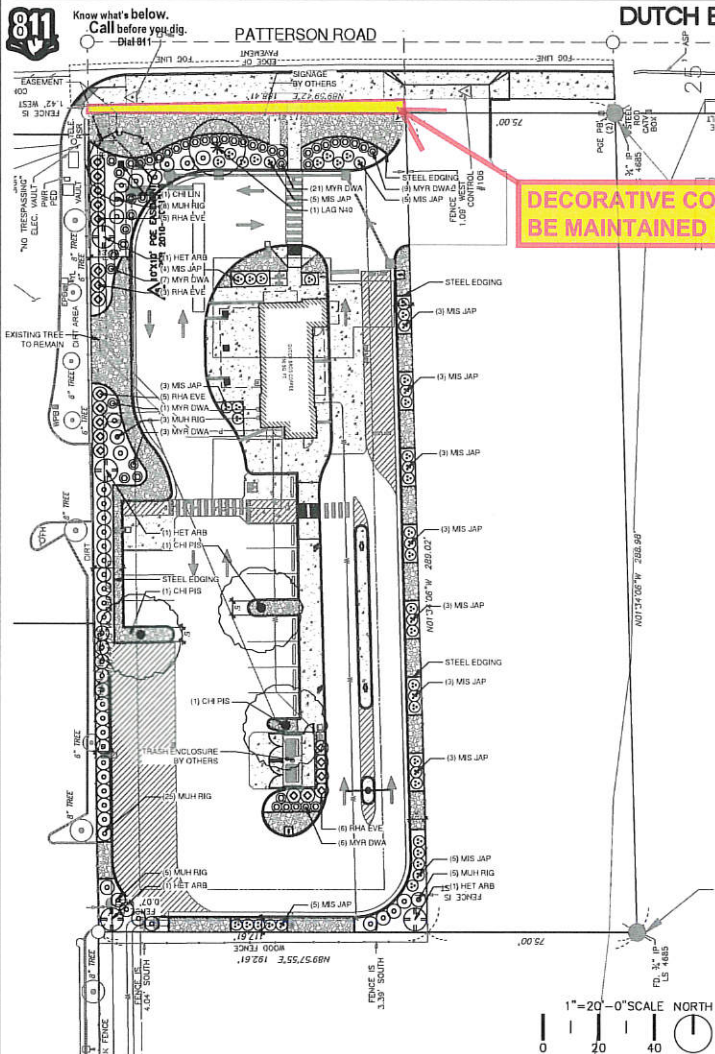
Banghousen
Consulting Engineers, Inc.
1005 72nd Avenue South
Kent, WA 98032
425.251.5222
banghousen.com



Job Number
22246
Date
C20
Issued by
JAC, JAC, JAC, JAC, JAC, JAC

EXHIBIT A

DUTCH BROS. COFFEE - CA0913 - RIVERBANK, CA CONSTRUCTION DOCUMENTS



PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	QTY
	CH LIN	CHLOPSIS LINEARIS DESERT WILLOW	15 GAL	VL	1
	LAQ H40	LAGERSTROEMIA INDICA X FAURIEI NATCHEZ NATCHEZ CHAPE MYRTLE	15 GAL	L	1
	PIS CH	PESTACIA CHINENSIS CHINESE PISTACHE	15 GAL	L	3
	HET ARB	HETEROMELES ARBUTIFOLIA TORON	5 GAL	VL	4
	MSH JAP	MISCANTHUS SINENSIS ELEGANT GRASS	1 GAL	M	48
	MUH RIG	MULCAEMERGIA RIGENS DEER GRASS	5 GAL	L	48
	MYR DWA	MYRTUS COMMUNIS 'COMPACTA' DWARF COMMON MYRTLE	1 GAL	L	48
	RHA EVE	RHAMNUS CALIFORNICA 'EVE CASE' EVE CASE COFFEEBERRY	5 GAL	VL	19
GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
	DECORATIVE COBBLE 3/4" COBBLE OVER FABRIC	-	-	-	3,776 SF

DECLARATION OF WATER EFFICIENT LANDSCAPE ORDINANCE

I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED SUCH CRITERIA FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

Blake Rhinehart, Landscape Architect
CA LICENSE #6255
REGISTRATION
EVERGREEN DESIGN GROUP
11801 PIERCE STREET, SUITE 200
RIVERSIDE, CA 92505

10-19-22
DATE
08-31-23
EXP. DATE

GENERAL PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ AND WILL COMPLY WITH THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT, INCLUDING ALL APPLICABLE JURISDICTION REQUIREMENTS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY THE OWNER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY OWNER OF ANY CONFLICTS. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THE DESIGNER DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN FOR INDIVIDUAL SYMBOLS OR CALLOUTS SHALL TAKE PRECEDENCE.
 - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE IN WRITING (VIA PROPER CHANNELS).
 - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE OWNER OR OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLETE THE CERTIFICATE OF COMPLETION AND SUBMIT ALL 6 PARTS OF THE CERTIFICATE TO THE CITY AFTER THE PROJECT IS COMPLETE.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
- ALL NON-TURF PLANTED AREAS SHALL BE DSRP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHENEVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

PROJECT TEAM

LANDSCAPE ARCHITECT
EVERGREEN DESIGN GROUP
11801 PIERCE STREET, SUITE 200
RIVERSIDE, CA 92505
808-884-6600
WWW.EVERGREENDESIGNGROUP.COM
CONTACT: BLAKE RHINEHART, PLA
EMAIL: BLAKE@EVERGREENDESIGNGROUP.COM

LANDSCAPE CALCULATIONS

GENERAL CALCULATIONS	
LOT AREA	33,367 SF
LANDSCAPE AREA REQUIRED	3,337 SF (10%)
LANDSCAPE AREA PROVIDED	8,337 SF (25%)
TURF AREAS ALLOWED	25%
TURF AREAS PROVIDED	9.5F (0%)
PATTERSON ROAD	1 TREE FOR INTERIOR LOTS
STREET TREES REQUIRED	1 TREE
PARKING LOT TREES PROVIDED	2 TREES (1 TREE PER 5 SPACES)
PARKING SPACES	10 SPACES
PARKING LOT TREES REQUIRED	3 TREES
ALL SPOTS WITHIN 10' OF TREE	PROVIDED
PARKING SCREENED FROM STREET	NA PARKING DOES NOT FACE PUBLIC STREET

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 1" LAYER OF HARDWOOD MULCH, NATURAL (UNDYED), IN ALL PLANTING AREAS (EXCEPT FOR TURF AREAS). ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEW-Y-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PARKING OR CURBS. ROOT BARRIERS SHALL BE "CONCRETE" OR "DEEP PAVEMENT" OR "EQUALLY" BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PAVEMENT PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MAINTENANCE RESPONSIBILITY NOTE

ALL LANDSCAPE AREAS WITHIN THE LIMIT OF WORK SHOWN SHALL BE MAINTAINED BY THE PROPERTY OWNER.

LANDSCAPE PLANTING PLAN

2000 PATTERSON ROAD
RIVERBANK, CA 95367

DUTCH BROS.

For



Scale: Horizontal Vertical
Designed: JAL
Drawn: JAL
Checked: JAL
Approved: JAL
Date: 08/21/23

Binghams
Consulting Engineers, Inc.
1025 72nd Avenue South
North, WA 98032
425.251.5222
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Job Number: 22246
Sheet: LP-1
Issued: 08/21/23

page 3 of 3