

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Council/Authority Members

District 1 - Luis Uribe

District 2 - Rachel Hernandez

Vice Mayor, District 3 - Leanne Jones Cruz

District 4 - Darlene Barber-Martinez



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

Community Center
3600 Santa Fe Street
Riverbank, CA 95367



TUESDAY, FEBRUARY 27, 2024 – 6:00 P.M.

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

MEETING LOCATION:
RIVERBANK COMMUNITY CENTER
3600 SANTA FE STREET

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)- No items Scheduled

8. PUBLIC COMMENTS (No action can be taken)

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

Zoom Comments WILL NOT be available.

**Public Comments for this meeting can only be made via
prior written submittal or In-Person.**

Refer to the last page of the agenda for procedures.

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.

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- Item 9.2** **Acceptance** of the Pavement Restoration 2023 Project and Authorization to File a Notice of Completion
- Item 9.3** **Acceptance** of the Topeka Street Improvement Project and Authorization to File a Notice of Completion
- Item 9.4** **Public Works Construction Standards: Resolution** to Replace in its Entirety CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 5 - Water
- Item 9.5** **Resolution** Authorizing the Allocation of \$44,100 from the General Fund Reserves for Translation Services Related to the River Walk Draft Environmental Impact Report

10. PUBLIC HEARING

The Public Notice for Item 10.1 was published on 2/07/2024 in the Riverbank News.

- Item 10.1** **Resolution Approving the Fiscal Year 2023-24 Mid-Year Budget Amendments-** It is recommended that the City Council consider approval of the Fiscal Year 2023-24 Mid-Year Budget Amendments.

11. NEW BUSINESS

The Public Notice for Item 11.1 was published on 2/07/2024 in the Riverbank News.

- Item 11.1** **A Resolution of Concurrence and Support for the Approval of the Fiscal Year 2024-25 Annual Action Plan (AAP)-** It is recommended that the City Council open the Community Meeting, accept Public Comment, and consider adopting a Resolution of Concurrence and support for the approval of the Fiscal Year 2024-25 Annual Action Plan (AAP).
- Item 11.2** **Presentation- River Walk Specific Plan and Draft Environmental Impact Report (EIR)-** The environmental consultant will be presenting 1) the proposed River Walk Specific Plan, and 2) the Draft EIR to the City Council and members of the public. This agenda item is not a public hearing no formal action is required.
- Item 11.3** **Resolution Authorizing the City Manager to Negotiate and Finalize a Standard Industrial/Commercial Single-Tenant Lease Agreement for the Lease of 6436 Oakdale Road for the Future Site of Riverbank City Hall-** It is recommended that the City Council consider authorizing the City Manager to negotiate and finalize a Standard Industrial/Commercial Single-Tenant Lease Agreement for 6436 Oakdale Road.

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-No Items Scheduled.

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

14. ADJOURNMENT

The Next Regular City Council Meeting will be on:

Tuesday, March 12th, 2024

Regular Meeting Location: Council Chambers, 6707 Third Street, Suite B

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 23rd Day of February, 2024

/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.

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/88456937875>

Join by accessing website: <https://zoom.us/join>, enter **Webinar ID: 884 5693 7875**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128**, plus Webinar ID: **884 5693 7875**

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. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	February 27, 2024
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:	February 27, 2024
Subject:	Acceptance of the Pavement Restoration 2023 Project and Authorization to File a Notice of Completion
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Pavement Restoration 2023 Project and authorize staff to file a Notice of Completion.

SUMMARY:

Pavement Coatings Co. completed the construction of the Pavement Restoration 2023 Project. William Kull, City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on June 13, 2023 to Pavement Coatings Co. in the amount of \$691,651.80. Three contract change orders were issued for this project in the amount of \$80,448.72. The total cost of construction is \$772,100.52. The high cost of the change orders is because it was determined during construction that it was best to reconfigure the striping along Roselle Ave with the addition of Bike Lane Striping.

It is recommended that the Council accept the Pavement Restoration 2023 Project as complete and authorize the Senior Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with Measure L Funds, the total cost of construction is \$772,100.52.

ATTACHMENTS:

1. Notice of Completion
2. Photos
3. Site Map

RECORDING REQUESTED BY

CITY OF RIVERBANK

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATECITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367SPACE ABOVE THIS LINE
FOR RECORDER'S USE

Exempt from Recording Fees (Per Government Code Section 27388.1)

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Riverbank
(Print Full Name)
3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367
(Address, City, State, Zip)
4. The nature of the title of the undersigned is:

☒ Owner in Fee, **or**
☐ Lessee, **or**

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

If "Other," briefly list or describe appropriate designation or title _____
5. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Co-owner's Name(s)
N/A

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

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

Co-owner's Name(s)
N/A

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

7. A work of improvement on the property described below was completed on February 27, 2024
(Date of Completion)

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



8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") Pavement Coatings Co.

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

☐ The kind of work done or finished was for the installation of a Type II Micro-Surfacing, striping removal,
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)
installation of new striping, traffic control, street sweeping and all other work included on the plans.

9. The property on which the work of improvement was completed is in the City of Riverbank,
County of Stanislaus, State of California, and is described as follows:

Pavement Restoration 2023 Project

(Set Forth Description of Jobsite Sufficient for Identification, Using Legal Description if Possible)

10. The street address of the said property is various street in Riverbank, CA 95367

(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 27th day of February, 2024
(Day) (Month) (Year)

City of Riverbank
Laura Graybill, Senior Project Coordinator

(Owner's Signature)

(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California
on this 27th day of February, 2024
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Senior Project Coordinator

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

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

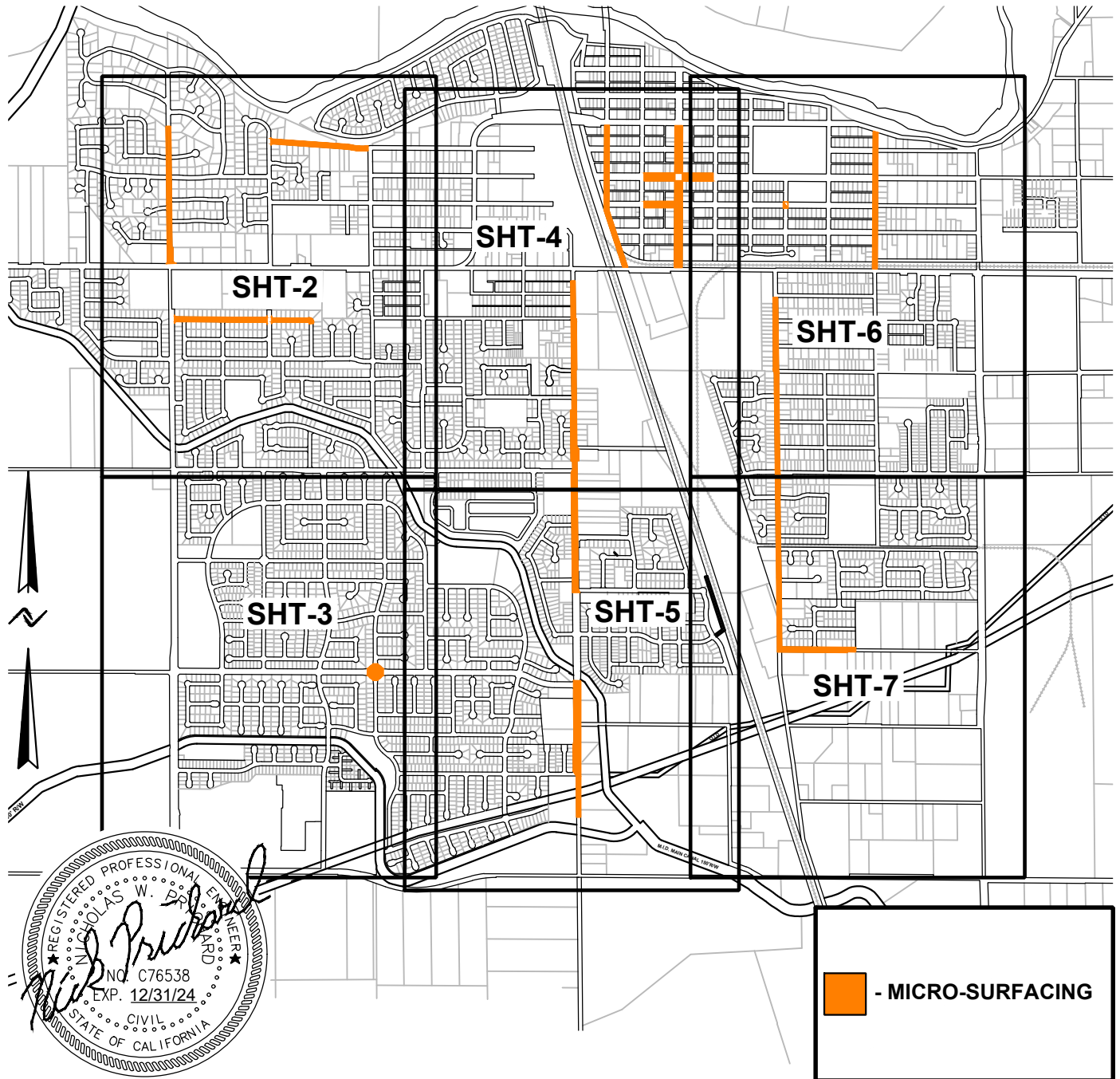
the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials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

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

Pavement Restoration 2023 Project Photos



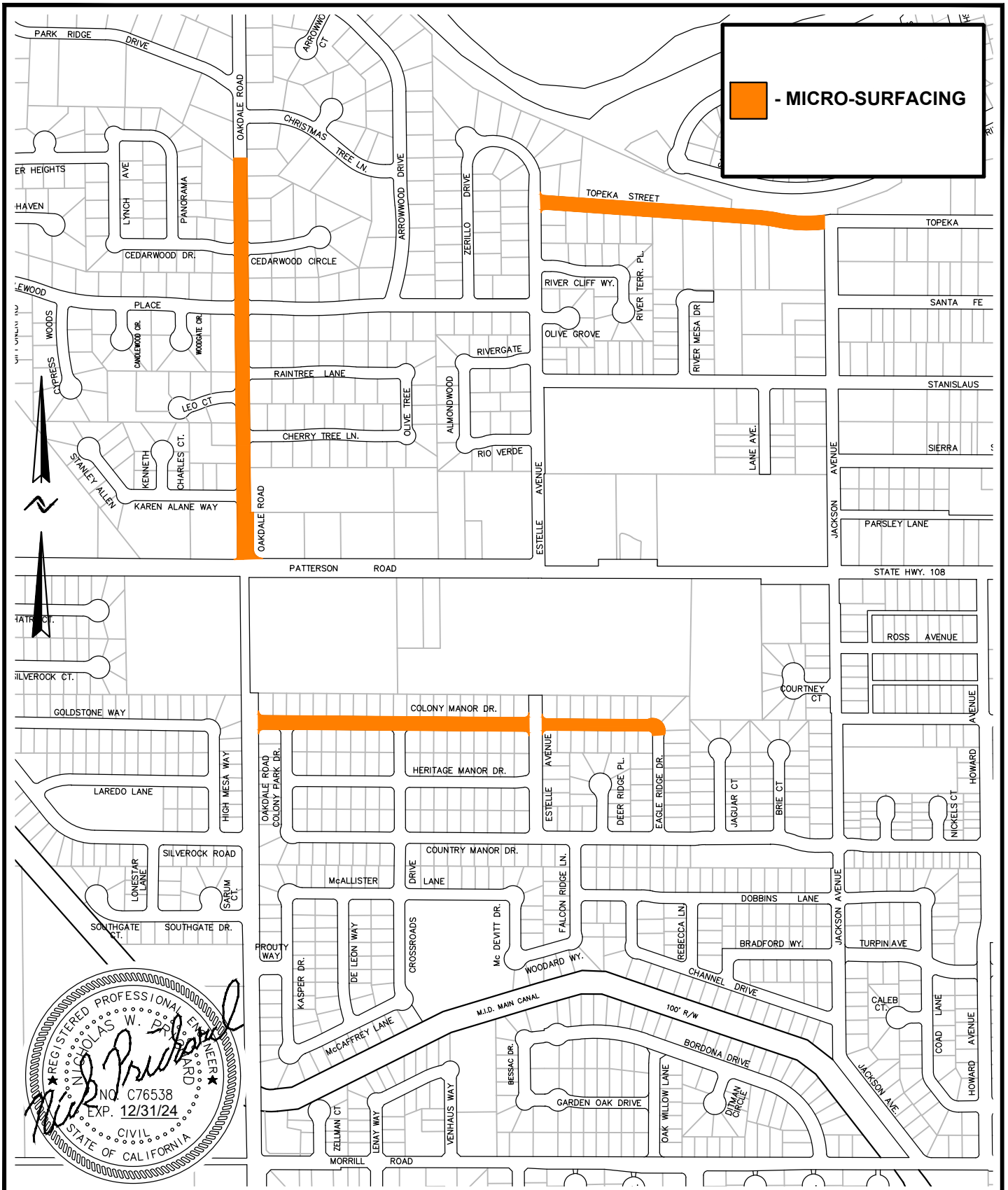
CITY OF RIVERBANK PAVEMENT RESTORATION PROJECT 2023



440 S. Yosemite Avenue, Suite A
Oakdale, CA 95361
Phone: (209) 847-8726
www.Ardurra.com

SCALE	1" = 2000'
DRAWN BY	NWP
CHECKED BY	WFK
JOB NO.	22167
SHEET	1 OF 8

COVER SHEET - 2023
PAVEMENT RESTORATION PROJECT
RIVERBANK, CALIFORNIA





440 S. Yosemite Avenue, Suite A
Oakdale, CA 95361
Phone: (209) 847-8726
www.Ardurra.com

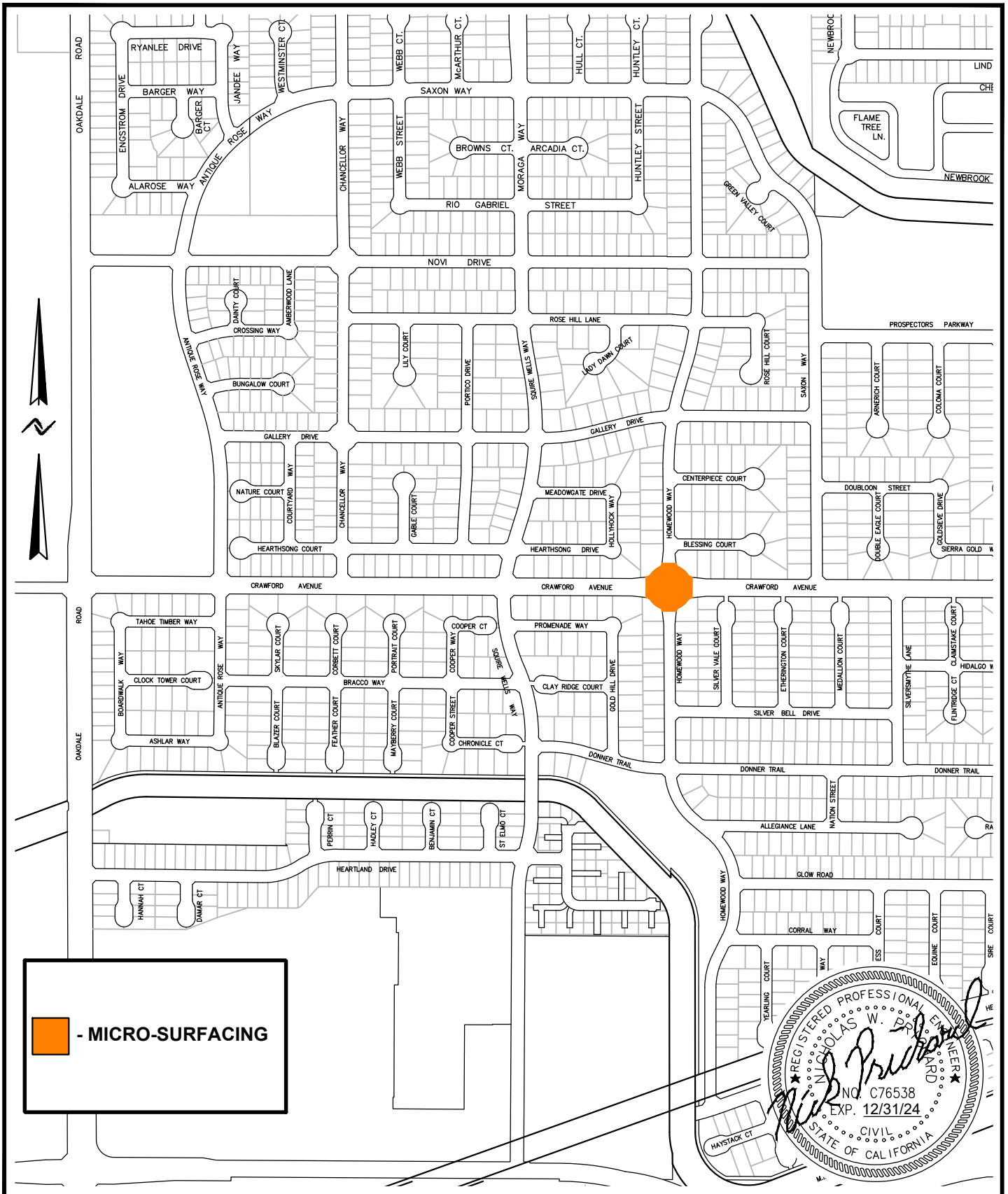
ARDURRA
COLLABORATE. INNOVATE. CREATE.

SCALE	1" = 600'
DRAWN BY	NWP
CHECKED BY	WFK
JOB NO.	22167
SHEET	2 OF 8

STREET INDEX - 2023

PAVEMENT RESTORATION PROJECT

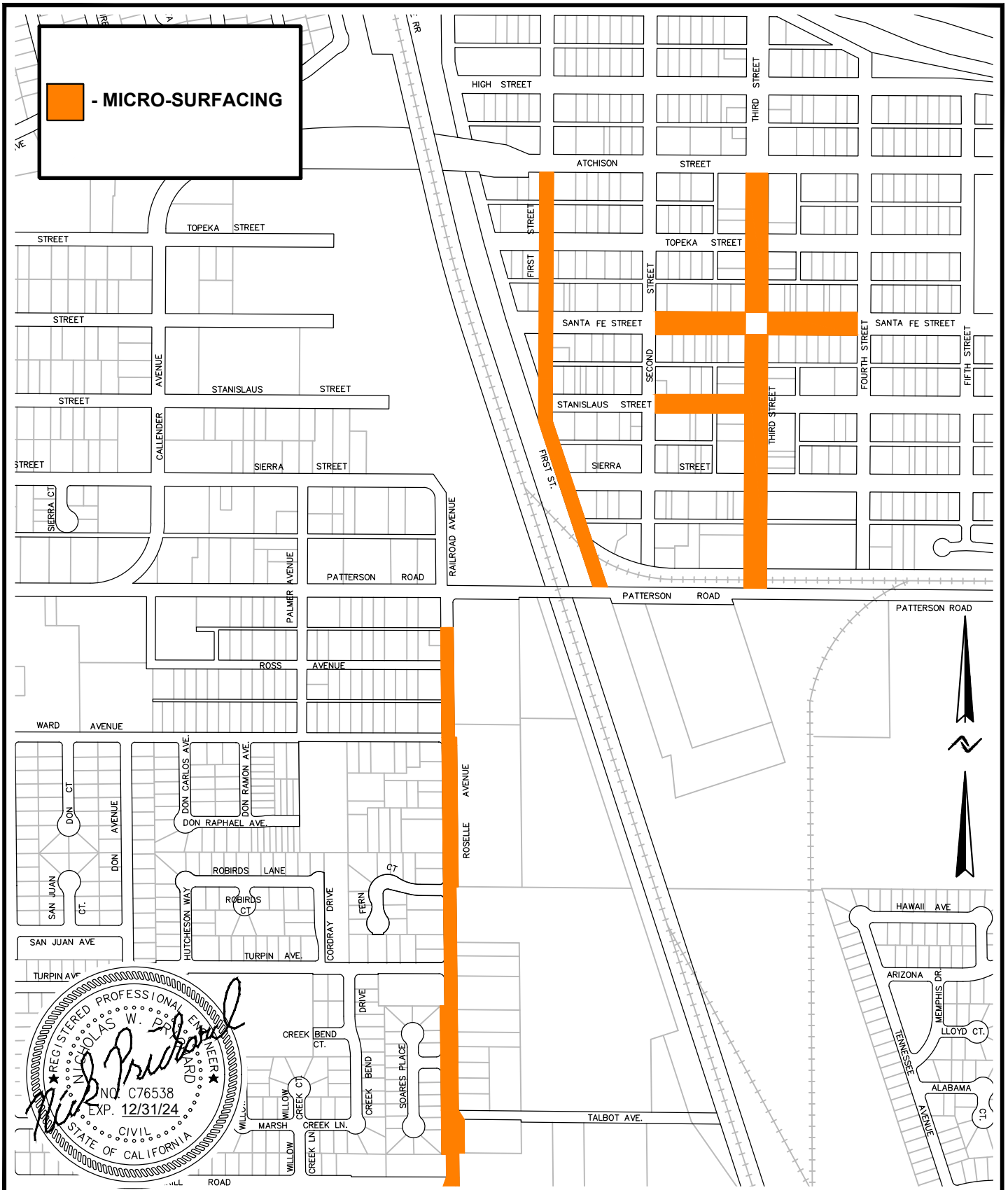
RIVERBANK, CALIFORNIA



440 S. Yosemite Avenue, Suite A
Oakdale, CA 95361
Phone: (209) 847-8726
www.Ardurra.com

SCALE	1" = 600'
DRAWN BY	NWP
CHECKED BY	WFK
JOB NO.	22167
SHEET	3 OF 8

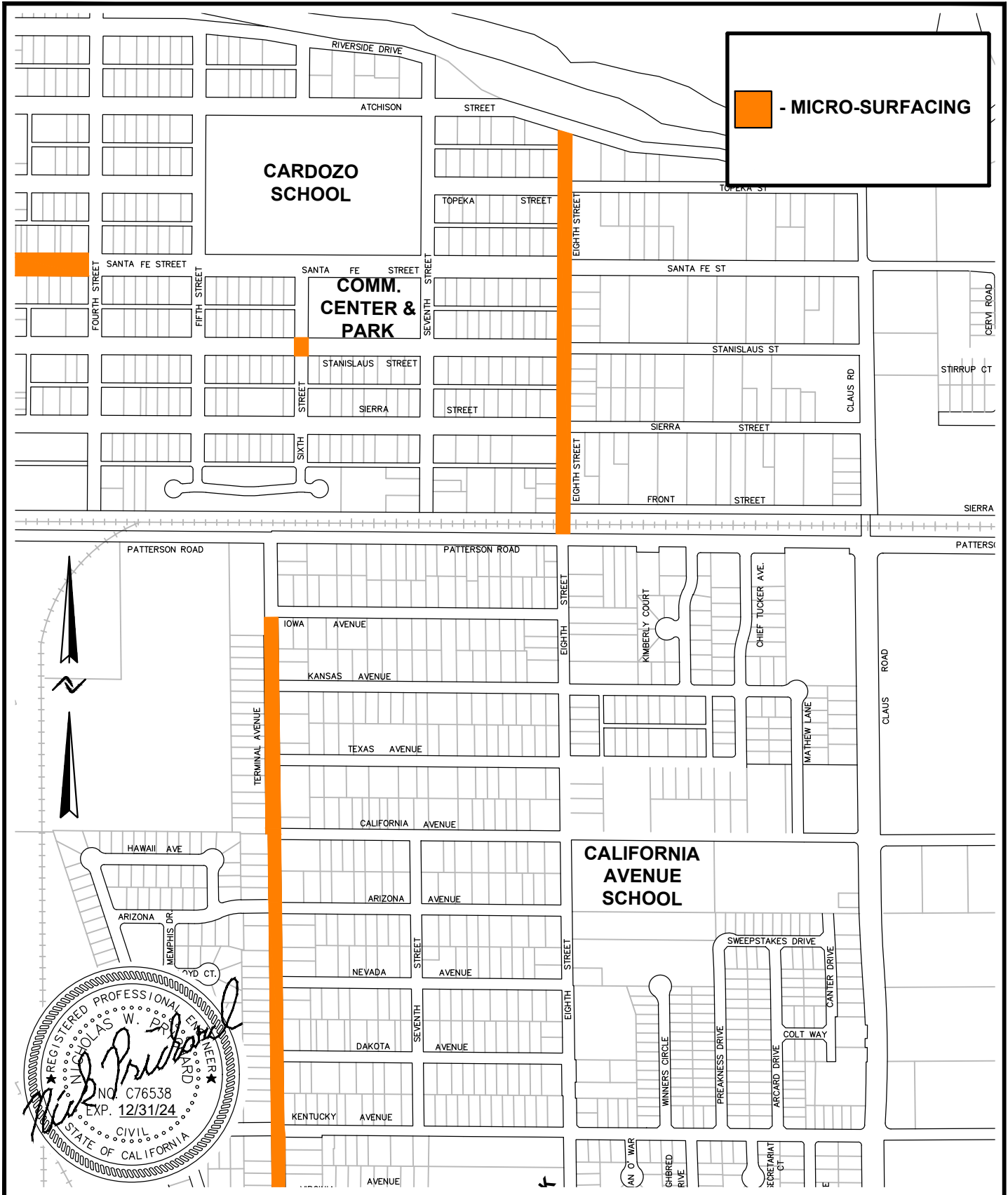
STREET INDEX - 2023
PAVEMENT RESTORATION PROJECT
RIVERBANK, CALIFORNIA



440 S. Yosemite Avenue, Suite A
Oakdale, CA 95361
Phone: (209) 847-8726
www.Ardurra.com

SCALE	1" = 600'
DRAWN BY	NWP
CHECKED BY	WFK
JOB NO.	22167
SHEET	4 OF 8

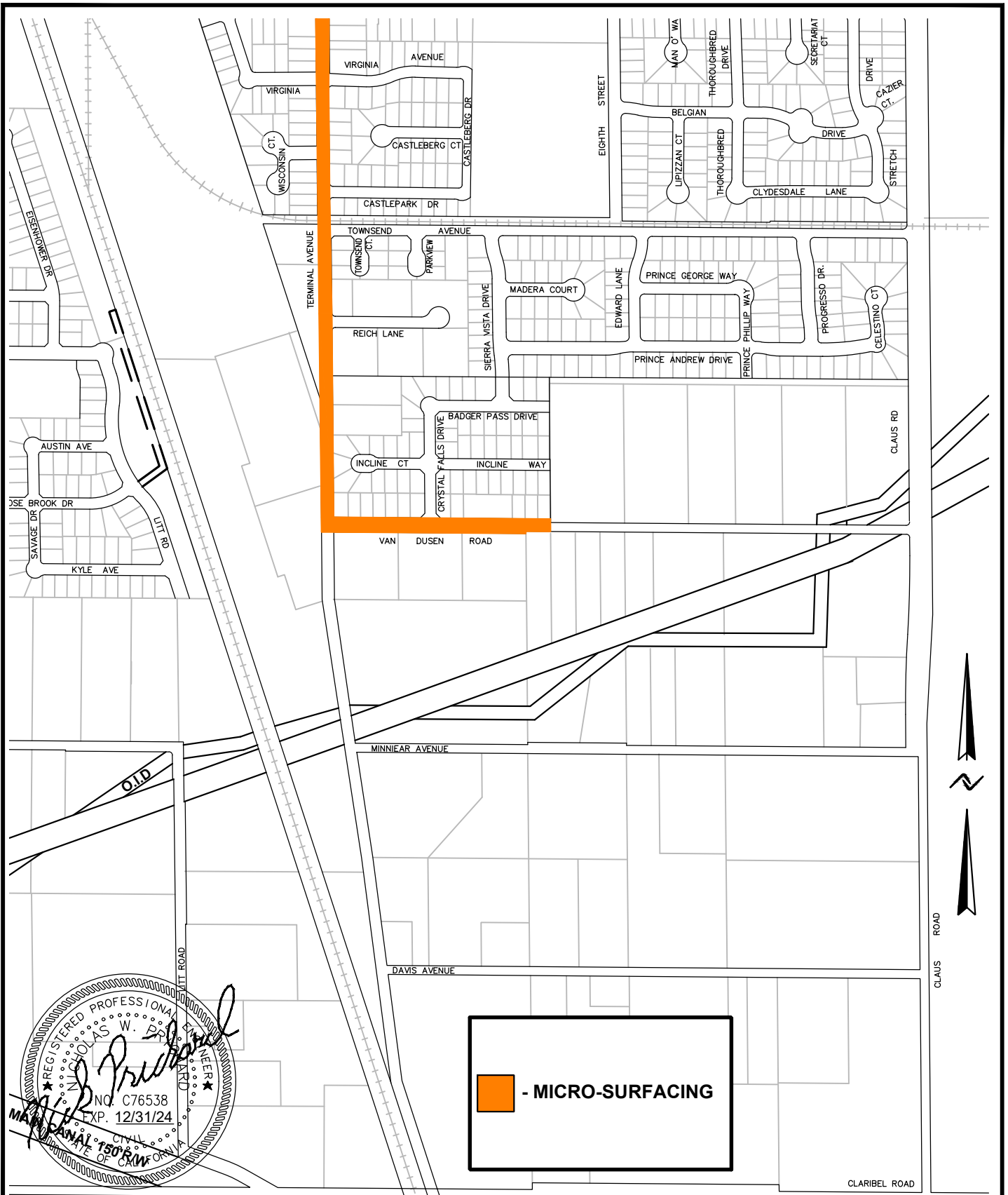
STREET INDEX - 2023
PAVEMENT RESTORATION PROJECT
RIVERBANK, CALIFORNIA



440 S. Yosemite Avenue, Suite A
Oakdale, CA 95361
Phone: (209) 847-8726
www.Ardurra.com

SCALE	1" = 600'
DRAWN BY	NWP
CHECKED BY	WFK
JOB NO.	22167
SHEET	6 OF 8

STREET INDEX - 2023
PAVEMENT RESTORATION PROJECT
RIVERBANK, CALIFORNIA





440 S. Yosemite Avenue, Suite A
Oakdale, CA 95361
Phone: (209) 847-8726
www.Ardurra.com

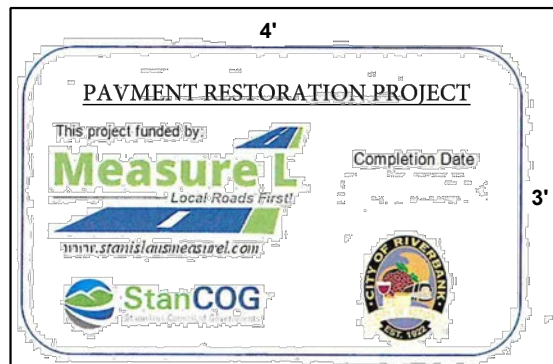
SCALE	1" = 600'
DRAWN BY	NWP
CHECKED BY	WFK
JOB NO.	22167
SHEET	7 OF 8

STREET INDEX - 2023

PAVEMENT RESTORATION PROJECT

RIVERBANK, CALIFORNIA

Micro-Surfacing						
Section ID	Street Name	Beginning/End	Field-Length (ft2)	Field-Width	Field-Area (ft ²)	Field-Area (yd ²)
476-A	Oakdale Road	Patterson to 342' N. Cedarwood	1,700	35	64,920	7,213
509	Topeka Street	Jackson Avenue to Estelle	1,270	38	52,320	5,813
1070-A	Colony Manor Drive	Oakdale Road to Estelle Avenue	1,780	38	65,665	7,296
-	Westgate Avenue	Roundabout	475	15	8,628	959
523-A	Roselle Avenue	30' North of Alley Between Patterson Road & Ross Avenue to Turpin Avenue	1,517	42	77,463	8,607
528-A	Roselle Avenue	Turpin Avenue to Morrill Road	965	50	42,470	4,719
531	Roselle Avenue	Morrill Road to Petersen Way	650	35	9,045	1,005
532-A	Roselle Avenue	Petersen Way to Pocket Avenue	1,310	50	71,490	7,943
538-A	Roselle Avenue	Westgate Drive to Glow Road	1,180	52	48,130	5,348
540	Roselle Avenue	Glow Road to City Limits	600	30	20,500	2,278
1224-AA	First Street	Atchison to Patterson Road	1,863	40	76,645	8,516
1202-A	Third Street	Atchison to Santa Fe Street	600	70	37,375	4,153
1204-A	Third Street	Santa Fe to Patterson Road	1,125	70	72,330	8,037
174-A	Stanislaus Street	Second Street to Third Street	410	60	24,610	2,734
1212	Santa Fe Street	Second Street to Third Street	367	54	18,525	2,058
1211	Santa Fe Street	Third Street to Fourth Street	385	54	20,255	2,251
-	Sixth Street	Intersection Stanislaus Street	60	50	3,000	333
1208-A	Eighth Street	Patterson to Atchison	1,785	40	72,565	8,063
94-A	Terminal Avenue	Iowa Avenue to California Avenue	990	40	41,535	4,615
90-A	Terminal Avenue	California Avenue to Kentucky Avenue	1,325	40	52,490	5,832
85-A	Terminal Avenue	Kentucky Avenue to Reich Lane	1,410	40	54,950	6,106
84-A	Terminal Avenue	Reich Lane to Van Dusen Avenue	895	32	27,420	3,047
82-A	Van Dusen Road	Terminal Avenue to 490' Past Crystal Falls Drive	976	28	29,471	3,275
Total			23,638		991,802	110,200



440 S. Yosemite Avenue, Suite A
Oakdale, CA 95361
Phone: (209) 847-8726
www.Ardurra.com

SCALE	N/A
DRAWN BY	NWP
CHECKED BY	WFK
JOB NO.	22167
SHEET	8 OF 8

STREET INDEX - 2023
PAVEMENT RESTORATION PROJECT
RIVERBANK, CALIFORNIA

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	February 27, 2024
Subject:	Acceptance of the Topeka Street Improvement Project and Authorization to File a Notice of Completion
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Topeka Street Improvement Project and authorize staff to file a Notice of Completion.

SUMMARY:

Consolidated Engineering Inc. completed the construction of the Topeka Street Improvement Project. William Kull, City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on June 27, 2023 to Consolidated Engineering Inc. in the amount of \$481,684.15. Four contract change orders were issued for this project in the amount of \$56,592.95. The total cost of construction is \$538,277.10.

It is recommended that the Council accept the Topeka Street Improvement Project as complete and authorize the Senior Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with SB 1 Road Maintenance and Rehabilitation Funds, \$453,060.10 and from Sewer Funds in the amount of \$85,217.00.

ATTACHMENTS:

1. Notice of Completion
2. Before & After Photos
3. Site Map

CITY OF RIVERBANK

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATECITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367SPACE ABOVE THIS LINE
FOR RECORDER'S USE

Exempt from Recording Fees (Per Government Code Section 27388.1)

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

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

2. The full name of the undersigned is City of Riverbank

(Print Full Name)

3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367

(Address, City, State, Zip)

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

☒ Owner in Fee, **or**☐ Vendee (Buyer) under Contract of Purchase, **or**☐ Lessee, **or**☐ Other

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

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

Co-owner's Name(s)

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

N/A

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

Co-owner's Name(s)

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

N/A7. A work of improvement on the property described below was completed on February 27, 2024

(Date of Completion)

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



8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") Consolidated Engineering Inc.

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

☐ The kind of work done or finished was asphalt grinding & paving, curb, gutter, sidewalk, striping,
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)
traffic control, sewer pipeline, storm catch basin, and all other work included on the plans.

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

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

Dated this 27th day of February, 2024
(Day) (Month) (Year)

(Owner's Signature)

City of Riverbank
Laura Graybill, Senior Project Coordinator

(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California
on this 27th day of February, 2024
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Senior Project Coordinator

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

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

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

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

Topeka Street Improvement Project

Photos



RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: February 27, 2024

Subject: Public Works Construction Standards: Resolution to Replace in its Entirety CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 5 - Water

From: Marisela H. Garcia, City Manager

Submitted by: Cody Bridgewater, Director of Public Works/LRA Director

RECOMMENDATION

It is recommended that the City Council adopt a resolution to replace in its entirety the CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 5 – WATER. These standards are updated to provide increased protection to the City water system.

SUMMARY

The City of Riverbank's current Standard Specifications consist of 8 Sections. Section 1 – Preface, Section 2 – Safety, Section 3 – Streets, Section 4 – Lighting, Section 5 – Water, Section 6- Wastewater, Section 7 – Storm Drains, Section 8 – Parking. The standards in these Sections were adopted to aid all persons engaged in construction of public works projects within the city limits of Riverbank. All construction work in the public right-of-way within the City of Riverbank shall conform to these standards. As the construction industry and design parameters change, revisions to these standards need to be adopted.

Section 5 – Water has been revised in its entirety to solidify installation and testing procedures for the City's water system. Significant updates have been made to the disinfection and testing procedures to provide increased protection to the City water system.

STRATEGIC PLAN

The revisions and addition to the City of Riverbank's STANDARD SPECIFICATIONS meets the City's goal to maintain and improve the City's infrastructure and service delivery systems.

FINANCIAL IMPACT

There is no financial impact associated with the adoption of this Resolution.

ATTACHMENT

1. Resolution 2024-XXX
2. City of Riverbank Design Standards – Water

CITY OF RIVERBANK

RESOLUTION 2024-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO REPLACE IN ITS ENTIRETY CITY OF RIVERBANK STANDARD
SPECIFICATIONS DESIGN STANDARDS AND STANDARD PLANS FOR SECTION
5 – WATER**

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

WHEREAS, the City of Riverbank staff reviewed the standard specifications and drawings within Section 5 – Water and determined new specifications and drawings were needed to provide increased protection to the City water system.

WHEREAS, the City of Riverbank’s Standard Specifications - Design Standards and Standard Plans Section 5 – Water is replaced in its entirety.

WHEREAS, these standards are updated to solidify installation and testing procedures for the City’s water system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby agrees to adopt Resolution to replace it its entirety the City of Riverbank Standard Specifications – Design Standards and Standard Plans for Section 5 – Water.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of February, 2024; 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

**City of Riverbank
CONSTRUCTION STANDARDS
WATER**

SECTION 5: DOMESTIC WATER FACILITIES

General: Domestic water facilities shall be furnished and installed in accordance with these Construction Specifications and as shown on the plans.

Payment: Full compensation for furnishing all labor, materials, tools, equipment, excavating, backfilling, testing, disinfecting and flushing and for doing all work involved in installing the water system shown on the plans and as specified in these Construction Specifications shall be included in the appropriate contract item and no additional compensation will be allowed therefore.

TABLE OF CONTENTS

5.100 Materials

- 5.101 Water Main Pipe**
- 5.102 Miscellaneous Fittings**
- 5.103 Valves**
- 5.104 Service Lines & Fittings**
- 5.105 Fire Hydrants**
- 5.106 Backflow Prevention Devices**

5.200 Installation

- 5.201 General Requirements**
- 5.202 Inspection**
- 5.203 Disinfection**
- 5.204 Connections to Existing Water Mains**
- 5.205 Connection Details**
- 5.206 PVC Pipe**

5.300 Testing

- 5.301 Pressure Test**
- 5.302 Bacteriological Test**
- 5.303 Final Connections to Existing Mains**
- 5.304 Backflow Certification**

5.100 Materials

5.101 Water Main Pipe

Water main pipe 4" through 12" shall be either ductile iron pipe (DIP) conforming to the requirements of AWWA Standard C-151, Class 51 (4") or Class 50 (6" thru 12") with cement-mortar lining per AWWA C-104, and polyethylene encased per AWWA C-105, or polyvinyl chloride (PVC) pipe conforming to the requirements of AWWA Standard C-900, Cast Iron (CI) O.D. Class 150 (DR18) with elastomeric gasket (solvent weld is unacceptable). DIP shall have "Tyton" joints, "Tyseal" joints, or approved equal.

In addition to the above, the following requirements apply to all pipe joints:

- Solvent welded PVC is not allowed
- Mechanical joints are only allowed at fittings
- Cast-iron repair/adaptor couplings may be used where approved by the City Engineer
- Water service lines shall be per Section 5.103 of these specifications

5.102 Miscellaneous Fittings

Pipe fittings shall conform to AWWA Standard C110, latest revision, and shall be of ductile iron, match the make of pipe used, and be as specified by the manufacturer for use with the pipe specified. Joints in fittings and adapters shall be of the type with a seal ring groove for positively holding the rubber gaskets in place against the water pressure and shall be similar to the specified joint for the pipe used.

All ductile iron fittings shall be coated outside and inside with a bituminous coating as per Section 10-3 of AWWA Standard C110, latest revision.

Flanged fittings are allowed, and shall be used where shown on the plans. Mechanical joint fittings are allowed provided the Contractor follows proper assembly procedures.

Not all pipe fittings required to do the work are shown on the plans. The Contractor shall furnish and install all fittings as necessary to accomplish grade and adjustment changes in conformance with the pipe manufacturer's recommendations and as approved by the Engineer.

5.103 Valves

Valves 2" through 12" valves shall be resilient seated gate valves. Valves over 12" shall be butterfly valves. Resilient seated gate valves shall be Mueller RS, American Flow Control 2500, Clow RS or approved equal and shall conform to the requirements of AWWA Standard C509, latest revision.

Butterfly valves shall be MH 450, Mueller Lineseal III, Clow 450 or approved equal and shall conform to the requirements of AWWA Standard C504, latest revision.

All valves shall open left (clockwise to close) and be equipped with a 2-inch AWWA operating nut. All valves shall be coated for buried service per AWWA Standards. All valves shall be Class 150 minimum.

Valves requiring operating wrenches exceeding 4 feet in length shall have extensions and guides as provided by the valve manufacturer installed in the valve riser.

The valve boxes shall be Christy G5 with cast iron cover and extensions and shall conform to City of Riverbank Standard Details. Cover shall have a free fit in the box. All valve boxes shall be adjusted to grade by the paving contractor as per the appropriate Standard Plan.

5.104 Service Lines and Fittings

Service lines and fittings shall be polyethylene CTS or copper for services 3 inches and smaller and ductile iron or polyethylene for services 4 inches and larger. All water services shall conform to the requirements shown on the appropriate Standard Details.

5.105 Fire Hydrants

Fire hydrants shall be furnished and installed in accordance with the Standard Details.

5.106 Backflow Prevention Devices

Backflow prevention devices including double detector checks and reduced pressure principle devices, shall be of a type approved by University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Foundation (USC Foundation), and installed according to the manufacturer's specifications.

5.200 Installation

Water main pipe shall be installed in accordance with the manufacturer's recommendations, City Standard Plans, these Special Provisions and the improvement plans.

5.201 General Requirements:

Water mains shall be installed with due regard for protection from sanitary hazards, including current spacing and crossing requirements of the California Administrative Code, Title 22. Minimum pipe cover shall be 3 feet.

Thrust blocking shall be installed per City Standard Details at all bends, tees, dead ends, and changes in pipe diameter. Thrust blocking shall be placed so that the joints of the pipe and fittings will be accessible for repair.

No piping shall be directly embedded in concrete. All pipe in concrete shall be wrapped in 20 mil visquine. All piping subject to corrosion shall be protected with 20 mil visquine over lap ends to be secured with compatible adhesive tape.

Trench width shall be 1.25 times the outside diameter of the pipe plus 12", or outside diameter of the pipe plus 16", whichever is greater.

The Contractor shall also take the necessary precautions to protect workers from asbestos fiber hazards. Reference is made to AWWA Manual M-16, "Work Practices for Asbestos-Cement Pipe." Use of any "non-recommended work practices" such as cutting any AC pipe with abrasive disc-dry tools is strictly forbidden.

Reference is made to AWWA Manual M23 "PVC Pipe - Design and Installation" and AWWA Standards C603 "Installation of Asbestos Cement Water Pipe", C600 "Installation of Gray and Ductile Cast-Iron Water Mains and Appurtenances", and C601 "Disinfecting Water Mains", and applicable California Department of Health Waterworks Standards.

The pipe must be kept exceptionally clean, and shall be protected from contamination during installation.

The City takes no responsibility for water quality downstream of temporary connections to the water system.

Hydrants installed but not in service shall be wrapped with burlap and wired and remain so until such time as the hydrants are in service. Holes may be cut in the burlap in order that the hydrant may be used for construction water.

5.202 Inspection

All water lines shall be inspected for proper installation by the City Engineer, prior to backfilling of trenches. If work is to be completed after normal business hours, Contractor shall call 209-869-3671 to arrange for an inspection to be made after normal business hours.

5.203 Disinfection

Refer to Section 5.302.5 "Disinfection Procedures"

5.204 Connections to Existing Water Mains

Under no circumstances shall anyone other than a representative of the City of Riverbank Public Works Department open or close any valve in the existing City water system. Requests for valve operation shall be made to the Engineer at least 48 hours in advance. In cases where customer service will be interrupted, the request shall be made at least 48 hours in advance and the Contractor shall make satisfactory preparation for the planned work to minimize the interruption. The procedure shall be reviewed and approved by the City prior to the start of construction.

5.205 Connection Details

Shall be made per the appropriate Standard Detail(s). The number and location of temporary connections with meter assembly shall be approved by the City Engineer.

Upon request, the City will open its valve to the new pipe after the mains and services have been installed and backfilled and thrust blocks have cured for 48 hours.

5.206 PVC Pipe

Shall not be bent more than as recommended by the manufacturer. Joint deflections are not allowed. The Contractor shall take extra precautions to follow the pipe manufacturer's recommendations regarding rubber rings, fittings, tapping and installation practices.

5.300 Testing:

Official test for acceptance shall normally be conducted after all backfill placed, and compacted as specified elsewhere in this specification has been completed.

5.301 Pressure Test

All piping shall be tested to a pressure of 150 pounds per square inch (psi). All material, equipment and labor for testing shall be approved by the City prior to testing and shall be furnished without cost to the City of Riverbank. The system will be tested as directed by the Engineer as a unit or in sections not to exceed 1,000 lineal feet. Each unit tested shall successfully meet the requirements herein specified. The water services shall be considered as part of the main for test purposes and no allowance for additional make-up water shall be made.

Unless otherwise directed by the Engineer, testing shall be accomplished by opening hydrants and service line cocks at the high points of the system and blowoffs at all dead ends. The valve controlling the admission of water into the section of pipe to be tested should be opened slowly and fully before closing the hydrants or blowoffs. After the system has been filled with water and all air expelled, all the valves controlling the section to be tested shall be closed, and the line remain in this condition for a period of not less than 24 hours.

The pipe shall then be refilled, if necessary, and subjected to a maintained pressure of not less than 150 pounds per square inch (psi) for a period of one hour.

Allowable make-up water allowance shall not exceed a rate in gallons per hour per 1000' lineal feet of pipeline of 0.25 multiplied by the pipe diameter in inches. (gph per 1000' < 0.25 * pipe dia).

All leaks that are found shall be immediately corrected and the system again subjected to the same test.

All repairs of any damage to the pipes and their appurtenances, or to any other structures, resulting from or caused by these tests, shall be performed by the Contractor as the Engineer may direct, all without cost to the City of Riverbank.

5.302 Bacteriological Test

5.302.1 Pipe Assembly Methods

All piping, valves, fittings, and appurtenances which become contaminated during installation shall be cleaned, rinsed with potable water, and then sprayed or swabbed with a 5% sodium hypochlorite disinfecting solution prior to installation, with City representative present. Pipes, fittings, valves, and all other components incorporated into connections with the City's existing system shall be spray disinfected or swabbed with a liquid chlorine solution in accordance with AWWA C651 and as specified herein.

5.302.2 Flushing Flowrates

Required Flow to Flush Pipelines

Pipe diameter (Inches)	Flow Required to Produce 3 ft. /sec Velocity minimum in Main* (GPM)
4	120
6	260
8	470
10	730
12	1060
16	1880

*(40 psi Residual Pressure in Water Main)

5.302.3 Materials

A. SODIUM HYPOCHLORITE (LIQUID).

Sodium hypochlorite is available in liquid form in glass or plastic containers, ranging in size from 1 qt. to 5 Gal. The solution contains approximately 10% to 15% available chlorine.

B. GRANULAR HYPOCHLORITE

Granular hypochlorite may be used when mixed into a solution containing approximately 10% to 15% available chlorine. When using granular hypochlorite in solution, follow the procedure for sodium hypochlorite solution in this section.

5.302.4 Chlorination Methods

A. SODIUM HYPOCHLORITE SOLUTION (LIQUID)

Sodium hypochlorite solution 1% minimum shall be used for cleaning and swabbing piping and appurtenances immediately prior to installation and for disinfecting all components of connections to the City's existing system.

Sodium hypochlorite solution may be used for the initial disinfection of newly installed water mains. The solution shall be applied at a terminus of the system to be chlorinated using an injector which can adjust the amount of solution being injected into the piping system. The solution shall be injected at the appropriate concentration to achieve the specified concentration range of chlorine throughout the entire piping system. If the system is greater than 1000 feet in length, the contractor may use a secondary chlorine injection site (e.g. hydrant, etc.). Where pumping equipment is used in conjunction with an injector, an integral backflow prevention device shall be installed and connected to the potable water supply.

Pumping equipment, piping, appurtenances, and all other equipment in contact with potable water shall be disinfected prior to use. Water trucks shall not be used for disinfection of pipelines.

Sodium hypochlorite solution may also be used to increase the total chlorine residual if the concentration from the initial chlorination of the system is found to be low. The solution shall be added to the system in sufficient amounts at appropriate locations to ensure that the disinfecting solution is present at a concentration within the specified range (50 to 100 mg/L) throughout the piping system.

5.302.5 Disinfection Procedures

The pipeline shall be filled at a rate not to exceed 300 GPM or a velocity of 1 foot per second (156 GPM in an 8-inch pipe), whichever is less.

At a point not more than 10 feet downstream from the beginning of the new main, dose the water entering the new main with chlorine fed at a constant rate such that the water will have not less than 50 mg/L and no more than 100 mg/L free chlorine. Measure the chlorine concentration at regular intervals to ensure that this concentration is provided. Measure chlorine in accordance with the procedures described in the current edition of the AWWA Manual M12 or of Standard Methods for the Examination of Water and Wastewater or with a calibrated digital high range Colorimeter. Disinfection shall result in an initial total chlorine concentration of 50 ppm to 100 ppm. This concentration shall be evenly distributed throughout the system to be disinfected.

All valves shall be operated with the disinfection solution present in the pipeline. All appurtenances such as air-vacuum relief valves, blowoffs, hydrants, backflow prevention devices, and water service laterals shall be flushed with the treated water for a sufficient length of time to ensure a chlorine concentration within the specified range in all components of each appurtenance.

The Contractor will verify the presence of the disinfection solution throughout the system by sampling and testing for acceptable chlorine concentrations at the various appurtenances and/or at the test ports

provided by the Contractor. Areas of the system found to be below the specified chlorine concentration level shall receive additional flushing as noted above and/or additional disinfection solution, as necessary. All testing will be done in the presence of the City representative.

The chlorinated water shall be retained in the system for a minimum of 24 hours. The City representative will test the total chlorine residual by a calibrated digital high range Colorimeter. The system shall contain a total chlorine residual of not less than 80% of the initial total chlorine residual before the 24-hour soaking period began. If the total chlorine residual has decreased more than 20%, the system may be soaked for an additional 24-hour period as determined by the City representative. If the total chlorine residual has not decreased after this additional 24-hour period, as determined by a calibrated digital high range Colorimeter, the system shall be flushed in accordance with the procedure detailed herein. If the total chlorine residual has decreased, as determined by a calibrated digital high range Colorimeter, the system shall be flushed in accordance with the procedure detailed herein and shall be re-disinfected. Following a successful retention period as determined by the City representative, the chlorinated water shall be flushed from the system at its extremities and at each appurtenance, using potable water from a source designated by the City. The minimum water velocity during flushing shall be 3 feet per second or as directed by the City.

Flushing shall continue until the replacement water in the new system is equal in chlorine residual to the potable source of supply as verified by the City representative.

5.302.6 Main Isolation

Potable water may be supplied from a temporary backflow-protected connection to the existing distribution system or other supply approved sources. The cross-connection control device shall be consistent with the degree of hazard for backflow protection of the active distribution system. The flow shall be at a constant, measured rate into the newly installed water main. In the absence of a meter, approximate the rate by placing a Pitot gauge in the discharge or measuring the time to fill a container of known volume. The main should undergo hydrostatic pressure testing prior to disinfection.

5.302.7 Wet or Flooded Trench Requirements

Water mains under construction that become flooded by storm water, runoff, ground water, or any other sources shall be cleaned by draining and flushing with metered potable water until clear water is evident. Upon completion, the entire main shall be disinfected using a method approved by the City. Bacteriological sampling will also be taken at a minimum of 200 feet intervals. The number and location of sample sites and areas effected by wet trench disinfection shall be determined by the City.

5.302.8 Bacteriological Sampling

- A. At the Contractor's expense, a testing firm will perform bacteriological sampling and testing of all new system installations. The set of samples will include: 24-hr post flush, 48-hr post flush, and 7-Day post flush. The testing methodology employed shall be in accordance with AWWA C651. The Certified Laboratory will analyze the samples for the presence of coliform bacteria, enumerating and confirming members of the coliform group.
- B. The evaluation criteria employed by the City for a passing test sample is as follows:

- 1. Coliform bacteria: no positive sample

If the initial disinfection fails to produce satisfactory bacteriological test results, the pipeline system shall be re-flushed and re-sampled. If the second set of samples does not produce satisfactory results, the pipeline system shall be re-chlorinated, flushed, and re-sampled. The chlorination, flushing, and sampling procedure shall continue until satisfactory results are obtained. Upon the second failure of a bacteriological test the contractor shall meet with the City to evaluate failed testing and provide a plan to proceed. Upon the fourth failure of any bacteriological test the contractor shall submit a written plan to the City of further measures to clean pipes and mains that shall include one or more of the following, hydro jetting, pigging, water jetting, air scouring, test for leaks or any other method to physically clean installed mains. All costs associated with additional disinfection, sampling, and flush water will be the responsibility of the Contractor.

5.302.9 Back Flow Disinfection

All backflow devices used to isolate installed mains from existing City Distribution system for chlorination or flushing shall be disinfected while under supervision of City Backflow Test Technician and then said backflow shall be tested by the City Backflow Test Technician.

5.302.10 Sampling Procedures

Upon a successful disinfection, the installed mains shall be flushed until the residual chlorine is equal to that of source water (0.05mg/L maximum). Source water will then be Bacteriological sampled and tested to certify a baseline for successful testing to follow. A twenty-four (24) hour period between the final flushing and the taking of bacteriological samples is required. No flushing or any movement of water in pipe is allowed during sampling phase. Following the 24-hour period, the Contractor shall have a City approved qualified testing firm take water samples for bacteriological tests. Following another 24 hours the City approved firm shall take additional water samples for bacteriological tests. Water samples for bacteriological tests will be taken again after 5 more days (120 hours), if any one of these tests results in a failure, then the installed mains will be flushed and disinfected again, and this process started again. All sampling

shall be done in the presence of the City representative. Contractor shall notify the City representative 48 hours in advance of sampling procedures. Such tests shall meet CDPH requirements for drinking water standards. The number and location of such samples will be as directed by the City; however, a minimum of one bacteriological test sample per 500 feet of main, one set from the end of each line, one set from each branch greater than one pipe length, and a minimum of 2 samples per day, per test section, are required. **One set of samples are required for two consecutive days, 24 hours apart then again after an additional 120 hours (5 Days). All samples, each day, must indicate absent for total coliform. Failure of any sample will require complete retesting, under these procedures, for seven consecutive days.** It is very important that all test results be submitted in writing to the City as soon as available. All sampling and laboratory testing shall be at the Contractor's expense. Original report of the test results shall be given directly to the City. Emailing the results to the City is preferable. It is the responsibility of the Contractor to accomplish this task. System connections cannot be scheduled until this report is submitted to the City. All results must be submitted to City Representative no later than three calendar days of sample date or risk resampling all samples. Upon successful completion of bacteriological testing, the pipeline will be accepted for use in the City potable water system; however, standard policy is to accept the water mains for use upon the City giving Notice of Acceptance of completed disinfection. No paving can be performed until disinfection complete and approval given by the City.

It is the sole responsibility of Contractor to construct a water main capable of passing the pressure and leakage test and to affect a disinfection of the water main. The fact that City provides inspection during the construction and testing of the water facilities and receives laboratory testing results does not relieve Contractor's responsibility in this regard.

It's the responsibility of Contractor to prevent the consumption of water for any and all uses from undisinfected mains whether by their workmen, subcontractors or any other person who may come in contact with the water from the undisinfected main.

Contractor shall indemnify and save the City harmless from any suits, claims, or actions brought by any person or persons for, or on account of, any sickness or death sustained or arising out of the consumption of water from the main until final acceptance by the City. The Contractor shall not operate any gate valve on any existing main.

The Contractor shall pay all rental and deposit fees for hydrant backflow meter devices checked out from the City plus charges for water used.

5.302.11 Weekend Work

All weekend work is subject to City approval and any request must be made 48 hours in advance and must include a description of all work to be

performed to be considered. In the event it is approved it will be the responsibility of the contractor to pay for all overtime for City staff involved with this work.

5.302.12 Failed Test Requirements

- If chlorine residual drops more than 20% at initial disinfection it will be at the Cities determination that the contractor will be required to flush and disinfect again before continuing with further testing.
- After any failed bacteriological test requires contractor to flush and repeat disinfection.
- At any time, the City can require a Heterotrophic Plate Count test at the cost of the contractor.
- Upon second failed bacteriological test contractor shall meet with the City to evaluate failed testing and provide a plan to proceed with approval of the City.
- Fourth failed bacteriological test contractor shall submit a written plan to the City for approval of further measures to clean pipes and mains that shall include one or more of the following: hydro jetting, pigging, water jetting, air scouring or any other method to physically clean installed mains.

5.303 Final Connections to Existing Mains

After notification of passing bacteriological tests, the connections to the existing mains shall be completed by the Contractor per Standard Plan 514. Requests for City valve operation shall be made per these specifications.

Removal of the meter assembly and replacement with the flanged spool shall be accomplished in a sanitary manner in the presence of City representative. The nearest valves on the newly installed main shall be closed to minimize the amount of water that will enter the excavation. No water shall be allowed to reenter the main.

As each connection is made, the main shall be flushed such that the flow is away from the existing water system. Each connection shall be flushed in this manner until the entire new water system is flushed, all under the direction of the Engineer. Burlap wrapping shall be removed from all hydrants. At this point, the City will take over operation of the water system. The contractor will be responsible for the cost of repairing any damage to the system until acceptance by the City Council.

5.304 Backflow Certification

All backflow prevention devices installed shall be certified and tested in accordance with current regulations of the California-Nevada Section of the American Water Works Association (AWWA). Certification shall be provided to

the City Public Works Department prior to acceptance of new backflow prevention devices.

In addition, the location of any backflow prevention device shall be field verified with the City Public Works Department, or their appointed representative, prior to installation.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: February 27, 2024

Subject: Resolution Authorizing the Allocation of \$44,100 from the General Fund Reserves for Translation Services Related to the River Walk Draft Environmental Impact Report

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that City Council consider allocating \$44,100 from the General Fund Reserves for the services related to the translation to Spanish of the River Walk Draft Environmental Impact Report (DEIR).

SUMMARY

On January 31, 2024 the City released for public review the River Walk DEIR. This document relates to the proposed development project in the unincorporated area of Stanislaus County, adjacent to the City of Riverbank, north of Patterson Road (SR 108), east of McHenry Ave. and approximately two miles northwest of downtown Riverbank.

Several members of the City Council and members of the public have requested that the document be made available in Spanish to facilitate the review by all residents in the City. The 2020 Census data reflects that approximately 55.5% of the residents in Riverbank are of Hispanic or Latino origin.

Due to the technical nature of the document, a quote for assistance to translate the River Walk Draft Specific Plan and DEIR was requested. The translation of the Specific Plan was approved via the City Manager's budget amendment authority provided by Resolution 2019-103 which allows the City Manager to make amendments up to \$25,000. This document will be received in the first week of March. The quote for the River Walk DEIR is \$44,053.52 which is over and above the City Manager's authority, therefore this request is being brought forward to the City Council for consideration.

STRATEGIC PLAN

This item directly relates to the City Council's Strategic Plan goal to "Improve Internal and External Communication" and the Strategic Plan Objective to "Ensure appropriate linguistic translation of materials to engage the City's Hispanic population."

FINANCIAL IMPACT

\$5,434.80 has been allocated from the General Fund Reserves under the authorization of the City Manager for the translation of the Specific Plan. This item requests an allocation of \$44,100 from the General Fund Reserves for the translation of the River Walk DEIR for a total of \$49,535 for both documents.

ATTACHMENTS

1. Resolution 2024-XXX
2. Translation Proposal: Reliable Translations, Inc.

CITY OF RIVERBANK

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
AUTHORIZING THE ALLOCATION OF \$44,100 FROM THE GENERAL FUND
RESERVES FOR TRANSLATION SERVICES RELATED TO THE RIVER WALK
DRAFT ENVIRONMENTAL IMPACT REPORT**

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

WHEREAS, in February 2019 the City Council set a Strategic Plan goal to Improve Internal and External Communication; and

WHEREAS, in order to achieve that goal a Strategic Plan Objective was set to Ensure appropriate linguistic translation of materials to engage the City’s Hispanic population; and

WHEREAS, on January 31, 2024 the City released the River Walk Specific Plan and Draft Environmental Impact Report (DEIR) for public review; and

WHEREAS, a quote for translation services for the Specific Plan and DEIR documents was obtained from Reliable Translations, Inc.; and

WHEREAS, the City Manager under the authority provided by Resolution 2019-103 authorized Reliable Translation, Inc. to proceed with the translation of the Specific Plan; and

WHEREAS, in order to proceed with the translation of the DEIR staff is requesting a budget amendment of \$44,100 from the General Fund Reserves in order to move forward as it is not within the City Manager’s budget authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby authorize staff to move forward with the translation of the River Walk DEIR and allocates \$44,100 to the City Council Professional Services Account from the General Fund Reserves.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of February, 2024; 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: *Translation Proposal – Reliable Translations, Inc.*

TRANSLATION PROPOSAL

Reliable Translations, Inc.

121 W. Lexington Drive, Suite L-106-D

Glendale, CA 91203

Main Phone: (818) 484-8673

Fax: (818) 484-8637

To: Tammy Alcantor
City of Riverbank
(209) 863-7112 Direct, (209) 869-7101 Office
talcantor@riverbank.org
6707 3rd Street
Riverbank, CA 95367

From: James Marmolejo
Sales Dir
Reliable Translations, Inc.
121 W. Lexington Drive, Suite L106D
Glendale, CA 91203
Jamesm@RTITran.com
805 630 6773

Assignment: **Translation of the “River Walk Specific Plan Public Draft 1-31-24” and the DEIR Vol 1, which is 794 pages.**

Tammy, thank you for requesting pricing for your documents you sent in. Your documents are 100% guaranteed with Reliable Translations. With the original version in Word, you will be all set up to update your translations easily and inexpensively if there are minor changes next year. With the PDF versions, you are set up to immediately load them onto the website so they can be downloaded by the public without having to worry about recipients not having the right foreign language fonts.

This translation project is for the “River Walk Specific Plan Public Draft 1-31-24” and **DEIR Vol 1, which is 794 pages.**

document. It consists of 38,820, plus 314,668 = 353,488 words. **Special pricing is being issued here.**

Language	Document	Fees
Spanish	“River Walk Specific Plan Public Draft 1-31-24” – 38,820 Words	\$5,434.80
	DEIR Vol 1, which is 794 pages – 314,668 Words	\$44,053.52
	Total Fees	\$49,488.32

This is for a thoroughly professional translation, proofed and ready to go. Delivery includes MS Word and PDF versions of each language translation.

Turnaround by March 1, 2024, on the smaller document, we will discuss the 794-page document to define the exact delivery time, if we have your consent to proceed forward.

We do not use ANY shortcuts to save time on a translation and we **GUARANTEE EVERY TRANSLATION 100%** to your satisfaction.

We will retain the formatting of the original as closely as possible, other than using language- specific fonts as needed, and the various languages will be running a bit longer or shorter than the English depending on the language.

For translations, we do not allow cancellations since we are obligated to pay the translator in full for translation once assigned.

Payment – As a regular client, we will complete your documents and send an invoice to the City of Riverbank after it is completed.

You can contact me at 805-630-6773 or by email. Looking forward to hearing from you or any further questions,

Best regards,

James Marmolejo
805-630-6773

IVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date: February 27, 2024

Subject: Resolution Approving the Fiscal Year 2023-24 Mid-Year Budget Amendments

From: Marisela H. Garcia, City Manager

Submitted by: Tammy Alcantor, Assistant City Manager/Finance Director

RECOMMENDATION

It is recommended that the City Council consider approval of the Fiscal Year 2023-24 Mid-Year Budget Amendments.

SUMMARY

The Finance Department has performed a mid-year review of the Fiscal Year 2023-24 budget and is recommending the following: 1) budget amendments based on actual beginning reserve changes and, 2) amendments based on revenue and expenditure trends and department requests.

BACKGROUND

On June 27, 2023 the City Council adopted the FY 2023-24 Annual Operating Budget. This operating budget was prepared using estimates and projections on anticipated revenues and expenditures and was the result of the collaboration of all of the City's departments. For the General Fund, the City Council approved a budget reflecting a structural deficit where expenditures were projected to exceed revenues by \$493,816 and was projected to end with a reserve of 36%.

An important component of a mid-year budget evaluation is determining whether projections made during the preliminary budget adoption continue to remain true as revenues are received, and expenditures have been made. In addition, new information that is received from Stanislaus County and/or the State of California is reviewed for its potential impact on the City's budget and amendments are requested accordingly.

The following is a **major** fund analysis of recommended adjustments to revenues and expenditures highlighting those changes that are of significant impact to the budget. A detailed listing of all funds and accounts being adjusted is attached as Exhibit A.

General Fund (Fund 101)

Revenues

The mid-year review of all General Fund revenues resulted in a recommended net increase of **\$208,000**, the majority of which represents an increase in building permit Revenue. Significant adjustments were made to the following revenue sources:

Account	Adjustment	Reasoning
Property Tax Current Secured	\$148,000	Increase based on actual assessed values.
Sales Tax	(\$445,000)	Decrease in taxable retail activities which is being experienced both locally and statewide.
VLF Swap Property Tax	\$90,000	Increase based on actual assessed values.
Building Permit Fees	\$185,000	Increase based on current revenue trend.
Franchise Fees	\$140,000	Increase based on current revenue trend.

Expenditures

Expenditure reviews consisted of evaluating all accounts to ensure that the original budget would be sufficient to meet anticipated expenditures through the end of the fiscal year. When evaluating accounts Finance has taken into consideration new information affecting expenditure as well as spending trends. This mid-year evaluation (review) has resulted in a recommended net increase in expenditures for the General Fund of **\$1,113,516**.

Below is a listing of only Major expenditure adjustments over \$10,000 or staffing-related adjustment are reflected below, please see Exhibit A for additional recommended adjustments:

Department	Adjustment	Reasoning
City Manager	\$25,000	Additional cost for Community Development Director Recruitment
Legal	\$1,000,000	Increased Litigation fees due to Schneider Electric Arbitration
Storm Water Admin	\$21,945	Repair storm line and sinkhole Oakdale Road
Parks	\$19,000	Increase in pool chemical cost.
	\$ 8,000	Increase for replacement park equipment and repairs.

With the approved amendments, the General Fund is anticipated to end this fiscal year with a reserve of 44% or approximately \$7.0 million. An adjustment of \$3.2 million has been reflected to the General Fund's Beginning Fund Reserve. Mid-year adjustments net (\$905,516) with the largest increase in litigation cost.

The General Fund reserve as of June 30, 2024, will be as follows:

Beginning Reserve Amended 07/1/2023	\$ 8,819,637
Amended Revenues	\$14,392,428
Amended Expenditures (includes authorized adj.)	\$16,166,047
Anticipated Ending Reserve 06/30/2024	\$ 7,046,018 (44%)
Structural Deficit	\$1,773,619

General Fund Analysis

The City must take into consideration that the continued increase in expenditures, in most expenditures as well stay mindful the CalPERS Unfunded Liability which is projected to increase by almost \$2 million by 2026. Staff have had discussions regarding the implementation of a Section 115 Trust which will allow the City to set-aside funding for future increases to the city's pension costs, specifically those from CalPERS and will be evaluating the options or the trust account.

Staff continues to recommend that the City Council consider appropriating a portion of the reserve to mitigate the impact of future expenditures (i.e. economic impacts such as COVID, unfunded liability, or capital needs).

Gas Tax Fund (Fund 102)

The Gas Tax Fund receives revenues from a variety of Highway User Taxes collected from the State of California via vehicle fuel purchases. Revenues may only be used to fund Street & Roads related maintenance and project expenses.

Revised revenue projections for the City's Gas Tax Revenues have been received from the State of California. Updated projections are based on fuel prices experienced and the annual inflationary adjustment to all per-gallon fuel excise taxes. This will result in a decrease of **\$53,432** being received by the City in Gas Tax and SB1 Funding for projects. The General Fund subsidy has been adjusted to reflect the loss of revenue.

Expenditures remain steady for the Gas Tax Account which funds important services such as street maintenance repairs, street sweeping, and street light utilities. Mid-year adjustments to expenditures are based on personnel allocation corrections resulting in a decrease in the expenditures and an increase in revenue under the transfers in, with a net result of \$0 to the overall budget.

The Gas Tax Fund reserve as of June 30, 2024, will be as follows:

Beginning Reserve 07/1/2023 Amended	\$536,394
Amended Revenues	\$1,919,785
Amended Expenditures	\$2,461,362
Anticipated Ending Reserve 06/30/2024	\$ 5,183 (0%)

Gas Tax Fund Analysis

Unfortunately, operating expenses in this fund continue to outpace the operating Gas Tax Revenues that are received by the city. For this fiscal year, the City's General Fund will need to subsidize expenditures by approximately \$308,500 to ensure that there are sufficient funds to continue maintaining our streets to the highest level possible. For the FY 2024-25, the City will be recommending a possible decrease in services in order to avoid the need for further subsidies.

It is important to note that Reserve funds in the Gas Tax Fund account reflect balances held from the SB1-Road Maintenance and Rehabilitation Account received from the State of California. These funds are allocated by the City Council via the approval of the SB 1 Expenditure List that is presented to Council on an annual basis. It is normal for this fund to run a deficit as revenues are collected in one fiscal year and projects are completed in another.

Sewer Fund (Fund 106)

The Sewer Fund is a business-type account that has been established to fund the necessary maintenance and improvements of the sewer collection and sewer treatment systems. Revenues are received through user fees from residential, commercial, and industrial entities and may only be used for sewer-related expenditures.

The Sewer Fund beginning reserve projection is being amended to \$8,883,444. A significant portion of this reserve is related to Sewer Collection improvements that will be made in future years.

Sewer revenue projections for the current fiscal year have been decreased by **\$50,000** due to a decrease in industrial permit revenues.

Sewer Expenditures were decreased by **\$21,526** which is primarily changes in personnel cost incorrectly allocated in the adopted budget.

Overall, the Sewer Fund is anticipated to end with a reserve of 93% providing funds for future projects and addressing deferred maintenance.

In summary, the Sewer Fund is anticipated to end as follows:

Beginning Reserve Amended 07/1/2023	\$8,883,444
Estimated Revenues	\$5,147,561
Estimated Expenditures**	\$7,284,670
Anticipated Ending Reserve 06/30/2024	\$6,746,335 (93%)

Water Fund (Fund 114)

The Water Fund is a business-type account that has been established to fund the necessary maintenance and improvements of the water distribution system. Revenues are received through user fees from residential, commercial, and industrial entities and may only be used for water-related expenditures.

The Fiscal Year 2023-24 beginning reserve is being adjusted to \$1,122,194. This operating reserve is available for annual ongoing maintenance and operations costs of the Water utility fund.

Overall, the Water Fund is anticipated to end with a reserve of 15% providing funds for future projects and addressing deferred maintenance. For this Fiscal Year the Water Fund continues to run a structural deficit based on original revenue projections. It continues to be a struggle to perform many of the Capital Improvement Projects listed in the adopted Five-Year Rate Study due to the postponement of consumption billing and the continued rise in operating cost of the system.

Water Revenues have no adjustments. Expenditures were adjusted **\$90,467** due to personnel cost for staff budgeted incorrectly and increase for bad debt accounts.

In summary, the Water Fund is anticipated to end the 2023-24 fiscal year as follows:

Beginning Reserve Amended 07/1/2023	\$1,122,194
Estimated Revenues	\$3,293,500
Estimated Expenditures	\$3,823,883
Anticipated Ending Reserve 06/30/2024	\$ 591,811 (15%)

Due to the shortfall in revenues and the inability to perform the Capital Improvement Projects that were projected within the 2015 Water Rate Study, staff will be recommending a review of our current rates for a possible rate study preparation.

Public Benefit Fund (Fund 230)

In June 2018, the City Council authorized the creation of the Public Benefit Fund. The intent of the fund was to ensure that all cannabis-related revenues were segregated and easily accounted for in a specific fund. In addition to establishing the fund, the City Council developed an expenditure policy which was focused on allocating the funds received for public safety (including police and code enforcement) and other projects that would provide a public benefit, including recreation.

This fund accounts for cannabis revenue which have come directly from the Development Agreements between the City and three cannabis-related businesses in the City. Currently only two of the cannabis-related business are operating.

Ongoing costs include the funding of a Sheriff Deputy & Community Resource Officer, leasing of the camera system, and a Neighborhood Improvement Officer position.

For the current fiscal year, the Public Benefit fund status as of June 30, 2024, is as follows:

Beginning Reserve Amended 07/1/2023	\$1,452,903
Estimated Revenues	\$385,000
Estimated Expenditures	\$571,500
Anticipated Ending Reserve 06/30/2024	\$1,266,403 (222%)

The only adjustment to the fund was the amended beginning reserve balance.

Public Benefit Fund Analysis

As Development Agreements are re-negotiated there is an impact to revenues that must be taken into consideration. With fixed costs such as the camera project monthly fee and funding for two law enforcement officers, and a Neighborhood Improvement Officer it is important to consider that the City should designate portions of the reserve to ensure continued funding for these on-going costs.

Future impacts to the fund include:

1. The City has approved a fourth Development Agreement with DT California, LLC (DBA: Aeriz) who has proposed a project to be located at the current Cannery site. Aeriz has requested an amendment to their Development Agreement which will impact revenues if approved.
2. Perfect Union dispensary has been sold to Off the Charts who have applied for a transfer of the development agreement. A date for the reopening has not been confirmed at this time.

OTHER FUND ACTIVITY

Adjustments for revenues for System Development fees have been added based on the current revenue trends.

CONCLUSION

The mid-year budget review is an opportunity for the City Departments to revisit their initial budgets and recommend adjustments based on actual activity that is occurring or on activity that is anticipated to occur. Therefore, it is recommended that the City Council approve the mid-year budget amendments as presented in Exhibit A.

FINANCIAL IMPACT

Fund	Net Revenue Adjustment	Net Expenditure Adjustment
-------------	-------------------------------	-----------------------------------

General Fund	+\$208,000	+\$1,113,516
Gas Tax Fund	-\$117,905	-\$117,905
Sewer Fund	-\$50,000	-\$21,526
Water Fund	\$0	+\$90,467
Community Center Fund	+\$12,500	+\$44,900
Fleet Services Fund	\$0	+\$31,897
Recreation Fund	+\$15,000	+\$7,787
Workers' Comp Liability Fund	+\$6,831	\$0
Water Connection Fee Fund	+\$17,000	\$0
Sewer Connection Fee Fund	+\$16,000	\$0
Sys Dev Fees -Streets/Pub Wrks	+\$1,100,000	\$0
Sys Dev Fees – Water	+\$750,000	\$0

STRATEGIC PLAN

In August 2021, the City Council established a Strategic Plan Goal to “Ensure Financial Stability”. This report addresses this matter.

ATTACHMENT

1. Resolution 2024-XXX
Exhibit A: FY 2023-24 Mid-Year Budget Adjustments

CITY OF RIVERBANK

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE FISCAL YEAR 2023-2024 MID-YEAR BUDGET AMENDMENTS**

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

WHEREAS, as part of the mid-year budget review, staff has projected that all reserve accounts will remain within or above the parameters as initially forecast; and,

WHEREAS, certain critical needs for personnel, supplies, programs, and equipment have arisen in certain operational areas; and,

WHEREAS, to satisfactorily meet all current needs of the City, it is recommended that the adjustments presented in Exhibit A: FY 2023-2024 Mid-Year Budget Adjustments be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the budget adjustments presented in Exhibit A: FY 2023-2024 Mid-Year Budget Adjustments to satisfactorily meet the needs of our residents.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of February, 2024; 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

Attachments: Exhibit A – Mid Year Budget Adjustments

EXHIBIT A: FY 2023-24 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Budget		
				Amendment	Original	Amended
101: General Fund						
Revenues	101-000.000-400.010	Property Tax Current Secured	Increase in revenues based on actual Assessed Value	148,000	1,675,000	1,823,000
	101-000.000-400.020	Property Tax Current Unsecured	Increase in revenues based on actual Assessed Value	45,000	75,000	120,000
	101-000.000-400.050	Sales Tax	Decrease in revenues based on current sales tax trends.	(445,000)	5,145,000	4,700,000
	101-000.000-400.060	Property Transfer Tax	Decrease in real estate market.	(35,000)	75,000	40,000
	101-000.000-400.190	VLF Swap - Property Tax	Increase in revenues based on actual Assessed Value	90,000	2,510,000	2,600,000
	101-000.000-450.030	Building Permit Fees	Increase of building permits	185,000	340,000	525,000
	101-000.000-501.000	COPS/SLESA	Increase in revenue based on current trend.	50,000	150,000	200,000
	101-000.000-600.000	Franchise Fees - Garbage	Increase in revenues based on current trend.	140,000	380,000	520,000
	101-000.000-675.090	Miscellaneous Revenues	Increase in revenues based on current trend.	30,000	20,000	50,000
Net General Fund Revenue Adjustments				\$ 208,000	\$ 10,370,000	\$ 10,578,000
General Fund Expenditure Amendments						
City Council						0
City Manager	101-402.000-702.032	Professional/Special Serivces	Increase for recruitment of Director of Development Services	25,000	28,000	53,000
	101-402.000-706.015	Employee Functions	Increase for motivation and retention events & functions	5,000	8,500	13,500
Finance	101-403.000-708.007	Payroll Taxes	Mid-year personnel corrections	500	1,800	2,300
Legal	101-404.000-702.033	Special Counsel	Schneider Electric Arbitration & Attorney Costs	1,000,000	516,000	1,516,000
Planning	101-405.000-701.002	Personnel Regular	Decrease budget due to Director vacancy	(25,000)	352,000	327,000
	101-405.000-701.002	Personnel Part Time	Increase for Intern hours for REAP project	2,500	0	2,500
Building	101-406-000-701.001	Personnel Overtime	Increase based on current trends	1,000	3,000	4,000
	101-406.000-702.032	Professional/Special Services	Increase use of outside consultants	8,000	30,000	38,000
	101-406.000-706.038	Staff Development	Increase cost for staff training	2,000	4,000	6,000
	101-406.000-706.073	Uniform & Rags	Increase uniform cost	800	1,200	2,000
Building Maintenance	101-407.000-706.029	Main of bldg/structures/grds	Police Dept Rooftop exhaust fan	3,690	17,000	20,690
	101-407.000-708.007	Payroll Taxes	Mid-year personnel corrections	600	300	900
	101-407.000-708.008	Health Dental Vision Insurance	Mid-year personnel corrections	4,300	29,300	33,600
	101-406.000-708.010	Self Ins. Premium	Mid-year personnel corrections	2,000	8,900	10,900

EXHIBIT A: FY 2023-24 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Budget		
				Amendment	Original	Amended
Admin Services	101-408.000-702.032	Professional/Special Service	Increase for NextRequest and CPR Training	8,100	98,700	106,800
	101-408.000-706.047	Website	Increase in Annual fees	3,000	11,700	14,700
Development Services Administration						
	101-412.000-704.022	Communications	Increase based on current trends	1,500	4,500	6,000
	101-412.000-706.036	Memberships, Dues, Books, Etc	Pavement Management Software annual fees	500	2,000	2,500
	101-412.000-706.038	Staff Development	Decrease based on current trend	(1,000)	8,400	7,400
	101-412.000-706.050	Safety Equipment	Increase for additional safety equipment	500	200	700
Storm Water Admin	101-413.000-706.029	Main. of Bldg/Structures/Grds	Increase based on current trends	4,000	2,250	6,250
	101-413.000-707.003	Equipment/Projects	Repair storm line and sink hole Oakdale Road	21,945	0	21,945
Parks	101-414.000-701.001	Personnel Regular	Hired a Parks Maintenance Worker	43,400	332,400	375,800
	101-414.000-701.003	Personnel Overtime	Increase based on current trends	3,000	4,500	7,500
	101-414.000-701.080	Salary Request	Staff hired split into personnel cost items	(82,000)	82,000	0
	101-414.000-703.050	Pool Expenses & Chemicals	Increase cost for chemicals	19,000	36,000	55,000
	101-414.000-706.029	Main. of Bldg/Structures/Grds	Skatepark Door replacements	6,731	32,000	38,731
	101-414.000-706.050	Safety Equipment	Increase based on current trends	400	600	1,000
	101-414.000-706.081	DownTown& Water Fall Maint	Increase maintenance cost irrigations/trees	2,950	4,000	6,950
	101-414.000-707.003	Equipment/Projects	Increase for annual equipment replacement	8,000	7,400	15,400
	101-414.000-708.005	Medicare	Hired a Parks Maintenance Worker	700	4,800	5,500
	101-414.000-708.006	PERS Retirement	Hired a Parks Maintenance Worker	10,400	67,900	78,300
	101-414.000-708.008	Health Dental Vision Insurance	Hired a Parks Maintenance Worker	15,000	67,900	82,900
	101-414.000-708.009	National Retirement	Hired a Parks Maintenance Worker	4,500	23,600	28,100
	101-414.000-708.010	Self Ins. Premium	Hired a Parks Maintenance Worker	6,500	44,300	50,800
	101-414.000-708.012	Deferred Compensation	Hired a Parks Maintenance Worker	1,500	10,400	11,900
Recreation	101-459.000-999.000	Transfer Out	Increase based on current trends	4,500	725,570	730,070
Net General Fund Expenditure Adjustments				\$1,113,516	\$2,571,120	\$3,684,636
Net General Fund Revenue Adjustments				\$ 208,000		
Net General Fund Expenditure Adjustments				\$1,113,516		
Net Effect to the General Fund Reserve				(\$905,516)		

EXHIBIT A: FY 2023-24 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Budget		
				Amendment	Original	Amended
102: Gas Tax Fund						
Revenues	102-000.000-400.140	State Gas Tax 2106	Decrease based on revised State estimates	(6,252)	98,430	92,178
	102-000.000-400.150	State Gas Tax 2107	Increase based on revised State estimates	10,740	195,540	206,280
	102-000.000-400.160	State Gas Tax 2107.5	Decrease based on revised State estimates	(1,000)	6,000	5,000
	102-000.000-400.170	State Gas Tax 2105	Decrease based on revised State estimates	(11,771)	162,796	151,025
	102-000.000-400.175	State Gas Tax 2103	Decrease based on revised State estimates	(27,334)	245,741	218,407
	102-000.000-600.050	SB1-RMRA Revenue	Decrease based on revised State estimates	(19,315)	613,284	593,969
	102-000.000-664.000	Interest Income	Increase based on current revenue trends	1,500	750	2,250
	102-000.000-699.000	Transfers In	Decrease due to payroll budget corrections and revised revenue estimates	(64,473)	710,949	646,476
	Net Gas Tax Fund Revenue Adjustments			(117,905)	2,033,490	1,915,585
Expenditures	102-418.000-701.001	Personnel Regular	Mid-year Personnel projections corrections	(60,050)	511,900	451,850
	102-418.000-708.005	Medicare	Mid-year Personnel projections corrections	(870)	7,400	6,530
	102-418.000-708.006	PERS Retirement	Mid-year Personnel projections corrections	(11,511)	102,000	90,489
	102-418.000-708.007	Payroll Taxes	Mid-year Personnel projections corrections	(260)	2,100	1,840
	102-418.000-708.008	Health Dental Vision Insurance	Mid-year Personnel projections corrections	(30,476)	146,600	116,124
	102-418.000-708.009	National Retirement	Mid-year Personnel projections corrections	(4,718)	37,800	33,082
	102-418.000-708.010	Self Ins. Premium	Mid-year Personnel projections corrections	(8,070)	68,800	60,730
	102-418.000-708.012	Deferred Compensation	Mid-year Personnel projections corrections	(1,950)	16,300	14,350
	Net Gas Tax Fund Expenditure Adjustments			(117,905)	892,900	774,995

EXHIBIT A: FY 2023-24 Mid-Year Budget Adjustments

<u>Fund</u>	<u>Account</u>	<u>Account Name</u>	<u>Amendment Justification</u>	<u>Budget</u>		
				<u>Amendment</u>	<u>Original</u>	<u>Amended</u>
106: Sewer Fund						
Revenues	106-000.000-675.160	Industrial Permits Revenues	Increase based on current revenue trends	(50,000)	85,000	35,000
	Net Sewer Fund Revenue Adjustments			(50,000)	85,000	35,000
Expenditures	106-423.000-701.001	Personnel Regular	Mid-year Personnel projections corrections	86,159	109,600	195,759
	106-423.000-701.003	Personnel Overtime	Mid-year Personnel projections corrections	1,000	1,700	2,700
	106-423.000-701.004	Standby Pay	Mid-year Personnel projections corrections	3,000	17,000	20,000
	106-423.000-706.999	Bad Debts	Closed accounts to collections backlog from COVID Years	8,000	10,000	18,000
	106-423.000-708.005	PERS Retirement	Mid-year Personnel projections corrections	1,250	1,600	2,850
	106-423.000-708.006	PERS Retirement	Mid-year Personnel projections corrections	17,515	21,700	39,215
	106-423.000-708.007	Payroll Taxes	Mid-year Personnel projections corrections	1,000	500	1,500
	106-423.000-708.008	Health Dental Vision Insurance	Mid-year Personnel projections corrections	16,000	37,900	53,900
	106-423.000-708.009	National Retirement	Mid-year Personnel projections corrections	7,000	9,400	16,400
	106-423.000-708.010	Self Ins. Premium	Mid-year Personnel projections corrections	11,600	14,700	26,300
	106-423.000-708.012	Deferred Compensation	Mid-year Personnel projections corrections	2,950	3,900	6,850
	106-423.00-999.000	Transfers Out	Based on personnel changes/corrections	(185,000)	1,940,652	1,755,652
	106-424.000-701.004	Standby Pay	Mid-year Personnel projections corrections	7,500	7,000	14,500
	106-424.000-702.032	Professional/Special Services	Transfer budget to 706.029	(20,000)	175,000	155,000
	106-424.000-706.029	Main of Bldg/Structures/Grds	Transfer budget from 702.032	20,000	30,000	50,000
	106-424.000-708.007	Payroll Taxes	Mid-year Personnel projections corrections	500	1,000	1,500
	Net Sewer Fund Expenditure Adjustments			(21,526)	2,381,652	2,360,126

EXHIBIT A: FY 2023-24 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Budget		
				Amendment	Original	Amended
114: Water Fund						
Revenues						
	Net Water Fund Revenue Adjustments			0	0	0
Expenditures	114-433.000-701.001	Personnel Regular	Mid-year Personnel projections corrections	52,214	392,600	444,814
	114-433.000-702.032	Professional/Special Service	Budget Transfer to 706.028	(10,000)	306,400	296,400
	114-433.000-706.028	Small Tools	Budget Transfer from 702.032	10,000	2,500	12,500
	114-433.000-706.056	State/County Fees	Increase in State fees	2,500	39,000	41,500
	114-433.000-706.999	Bad Debt	Closed accounts to collections backlog from COVID Years	5,000	10,000	15,000
	114-433.000-708.005	Medicare	Mid-year Personnel projections corrections	757	5,700	6,457
	114-433.000-708.006	PERS Retirement	Mid-year Personnel projections corrections	10,008	82,600	92,608
	114-433.000-708.007	Payroll Taxes	Mid-year Personnel projections corrections	259	1,600	1,859
	114-433.000-708.008	Health Dental Vision Insurance	Mid-year Personnel projections corrections	6,044	74,400	80,444
	114-433.000-708.009	National Retirement	Mid-year Personnel projections corrections	4,719	28,300	33,019
	114-433.000-708.010	Self Ins. Premium	Mid-year Personnel projections corrections	7,016	52,800	59,816
	114-433.000-708.012	Deferred Compensation	Mid-year Personnel projections corrections	1,950	12,400	14,350
	Net Water Fund Expenditure Adjustments			90,467	1,008,300	1,098,767

EXHIBIT A: FY 2023-24 Mid-Year Budget Adjustments

Fund	Account	Account Name	Amendment Justification	Budget		
				Amendment	Original	Amended
118: Community Center Fund						
Revenues	118-000.000-680.002	Contract Programs	Based on current revenue trends	8,000	22,000	30,000
	118-000.000-699.000	Transfers In	Increase due to expenditure inceases	4,500	28,850	33,350
	Net Community Center Fund Revenue Adjustments			12,500	50,850	63,350
						0
Expenditures	118-441.000-701.002	Personnel Part Time Rentals	Mid-year Personnel projections corrections	10,000	25,000	35,000
	118-441.000-703.030	Contract Programs	Increase based on current trends	2,000	9,000	11,000
	118-441.000-708.006	PERS Retirement	Mid-year Personnel projections corrections	500	0	500
	118-441.008-703.066	JMP Parking Expenses	Increase for safe tree cuts, increase security cost, increase park host	32,400	75,000	107,400
	Net Community Center Fund Expenditure Adjustments			44,900	109,000	153,900
119: Fleet Services Fund						
Expenditures	119-442.000-702.030	Maint Operation Equip	Increase based on unanticipated repairs	15,000	8,000	23,000
	119-442.000-706.026	Miscellaneous Expense	Increase based increase cost	2,500	2,000	4,500
	119-442.000-708.008	Health Dental Vision Insurance	Mid-year Personnel projections corrections	14,397	100	14,497
	Net Fleet Services Fund Expenditure Adjustments			31,897	10,100	41,997
134: Recreation Fund						
Revenues	134-000.000-672.000	Pool Revenue	Based on current revenue trends	5,000	54,000	59,000
	134-000.000-680.001	Program Revenue	Based on current revenue trends	10,000	42,000	52,000
	134-000.000-699.000					
	Net Recreation Fund Revenue Adjustments			15,000	96,000	111,000
Expenditures	134-459.000-701.001	Personnel Regular	Recreation Admin Clerk position filled	42,700	274,300	317,000
	134-459.000-701.080	Salary Request	Recreation Admin Clerk position filled	(88,700)	92,500	3,800
	134-459.000-704.021	Utilities	Correction to budget	1,000	0	1,000
	134-459.000-706.027	Boot & Jacket Allowance	Increase to maintain on-hand inventory of uniforms	5,500	1,000	6,500
	134-459.000-706.037	Conferences & Meetings	Increase to enable staff professional development	3,500	3,500	7,000
	134-459.000-708.005	Medicare	Recreation Admin Clerk position filled	615	4,000	4,615
	134-459.000-708.006	PERS Retirement	Recreation Admin Clerk position filled	8,175	56,000	64,175
	134-459.000-708.007	Payroll Taxes	Recreation Admin Clerk position filled	260	13,800	14,060
	134-459.000-708.008	Health Dental Vision Insurance	Recreation Admin Clerk position filled	22,332	66,400	88,732
	134-459.000-708.009	National Retirement	Recreation Admin Clerk position filled	4,725	14,200	18,925
	134-459.000-708.010	Self Ins. Premium	Recreation Admin Clerk position filled	5,730	36,900	42,630
	134-459.000-708.012	Deferred Compensation	Recreation Admin Clerk position filled	1,950	7,200	9,150
	Net Recreation Fund Expenditures Adjustments			7,787	569,800	577,587
137: Workers Comp Liability Fund						
Revenues	137-000.000-675.445	Premium Rebate	Rebate of previous years premium savings	6,831	0	6,831
	Net Workers Comp Liability Fund Revenue Adjustments			6,831	0	6,831

EXHIBIT A: FY 2023-24 Mid-Year Budget Adjustments

<u>Fund</u>	<u>Account</u>	<u>Account Name</u>	<u>Amendment Justification</u>	<u>Budget</u>		
				<u>Amendment</u>	<u>Original</u>	<u>Amended</u>
157: Water Connection Fee Fund						
Revenues	157-000.000-600.150	Water Connection Fees	Based on current revenue trends	12,000	50,000	62,000
	157-000.000-664.000	Interest Income	Based on current revenue trends	5,000	1,500	6,500
	Net Water Connection Fund Revenue Adjustments			17,000	51,500	68,500
158: Sewer Connection Fee Fund						
Revenues	158-000.000-660.050	Sewer Connection Fees	Based on current revenue trends	16,000	45,000	61,000
	Net Sewer Connection Fund Revenue Adjustments			16,000	45,000	61,000
Expenses						
	Net Sewer Connection Fund Expenditures Adjustments			0	0	0
205: Sys Dev Fees-Streets/Pub Wrks						
Revenues	205-000.000-675.330	Developer Fees	Based on current revenue trends	1,100,000	350,000	1,450,000
	Net SDF Streets/Pub Wrks Fund Revenue Adjustments			1,100,000	350,000	1,450,000
Expenses						
	Net SDF Streets/Pub Wrks Fund Expenditures Adjustments			0	0	0
206: Sys Dev Fees-Water						
Revenues	206-000.000-675.330	Developer Fees	Based on current revenue trends	750,000	125,000	875,000
	Net SDF Water Fund Revenue Adjustments			750,000	125,000	875,000
Expenses						
	Net SDF Water Fund Expenditures Adjustments			0	0	0

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date: February 27, 2024

Subject: A Resolution of Concurrence and Support for the Approval of the Fiscal Year 2024-25 Annual Action Plan (AAP)

From: Marisela H. Garcia, City Manager

Submitted by: Lety Ibanez, Housing Specialist

RECOMMENDATION

It is recommended that the City Council open the Community Meeting, accept Public Comment, and consider adopting a Resolution of Concurrence and support for the approval of the Fiscal Year 2024-25 Annual Action Plan (AAP).

SUMMARY

The adoption of the Annual Action Plan (AAP) is a requirement of the U.S. Department of Housing and Urban Development (HUD) for jurisdictions that receive and administer certain HUD block grants on an entitlement basis.

BACKGROUND

In June 2019, the City became part of the Stanislaus County Urban County ("Urban County") and HOME Consortium for a direct allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership funding from the federal Department of Housing and Urban Development (HUD). Every year the Urban County and HOME Consortium are required to prepare an Annual Action Plan which discusses the projects that will be undertaken by the entities in the Urban County and the Consortium in the upcoming year. It is recommended that the City Council hold a Community Meeting to accept public comments on the Draft Annual Action Plan and consider adoption of a Resolution of Concurrence.

The City is only permitted to use this funding within census tracts that reflect a 51% or greater low/moderate income level. The following, gray-shaded areas reflect those census tracts where projects may be undertaken:

The AAP is an integral component of the Urban County's Consolidated Plan and describes the specific programs and projects that will be undertaken during Fiscal Year 2023-24 and 2024-25. For Fiscal Year 2024-25, The City of Riverbank allocation of estimated CDBG funds is \$160,234 (\$150,074 for CDBG project activities and \$10,160 to administer) for infrastructure projects:

Project	Location	Cost Estimate
Water and Sewer Line Replacement	In Alley on Riverside Dr.& High St, from 3017 High St to Fourth St.	\$771,000
Total estimated project cost:		\$771,000

STRATEGIC PLAN

This report is in conformance with the City of Riverbank's Strategic Plan goal to "Maintain a High Quality of Life".

FINANCIAL IMPACT

CDBG funds from FY 2020-21 and FY 2021-22 in the amount of \$242,941.69 have been expended for Castleberg Park Trail/ADA Improvements. The remaining funds from FY 2021-22, \$61,758, and all funds for FY 2022-23, 2023-24, and 2024-25 have been allocated to the Water and Sewer Line Replacement project. At this time HUD has announced an estimated amount of \$160,234 (\$150,074 for CDBG project activities and \$10,160 to administer) for infrastructure projects.

ATTACHMENT

1. Resolution 2024-XXX

CITY OF RIVERBANK**RESOLUTION 2024-****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, OF CONCURRENCE AND SUPPORT OF THE FISCAL YEAR 2024-
2025 ANNUAL ACTION PLAN (AAP) PREPARED BY THE STANISLAUS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSORTIUM**

WHEREAS, The Stanislaus County Community Development Block Grant (CDBG) Consortium which includes the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford and unincorporated areas of Stanislaus County has been granted an estimated allocation of \$2,335,030 CDBG funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Stanislaus County CDBG Consortium is required by HUD to prepare an Annual Action Plan (AAP) to document progress made in accomplishing goals set forth in the Consolidated Plan and Action Plan; and

WHEREAS, the planning process serves as the framework for the community-wide dialogue to identify housing and community development priorities that align and focus funding from programs such as CPD formula block grant programs; the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership (HOME) Program, and the Emergency solutions Grant (ESG) Program; and the City of Riverbank estimated allocation of CDBG funds is \$160,234 (\$150,074 for CDBG project activities and \$10,160 to administer) for 2024-2025 Fiscal Year; and

WHEREAS, the following project(s) listed below have been selected as CDBG projects according to low to moderate income eligibility and existing health and safety issues in the project area(s) for Fiscal Year 2024-2025:

Project	Location	Cost Estimate
Water Line Installation	Alley between Riverside Drive and High Street, from 3017 High Street to 4th Street	\$771, 000 (In addition to funding from FY 21-22 & 22-23)
Total estimate project cost		\$771,000

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby adopts the Resolution of Concurrence and Support of the Fiscal Year 2024-2025 Annual Action Plan prepared by the Stanislaus County Community Development Block Grant Consortium.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of February, 2024; 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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date: February 27, 2024

Subject: Presentation- River Walk Specific Plan and Draft Environmental Impact Report (EIR).

From: Marisela H. Garcia, City Manager

Submitted by: Miguel Galvez, Contract City Planner

RECOMMENDATION

No formal action by the City Council is required.

SUMMARY

The environmental consultant will be presenting 1) the proposed River Walk Specific Plan, and 2) the Draft EIR to the City Council and members of the public.

This agenda item is not a public hearing no formal action is required.

BACKGROUND

The City published a Notice of Availability to announce that the Draft Environmental Impact Report (EIR) for the proposed River Walk Specific Plan is available for public review from January 31, 2024, through March 18, 2024.

PROJECT INFORMATION

PROJECT LOCATION: The River Walk Specific Plan is in the unincorporated area of Stanislaus County and adjacent to the City of Riverbank, north of Patterson Road/State Route (SR) 108, east of McHenry Avenue, and approximately two miles northwest of downtown Riverbank.

PROJECT DESCRIPTION: The proposed River Walk Specific Plan (RWSP) is a Mixed-Use development project that provides for a range of residential housing densities, neighborhood-scale retail, commercial and health/medical services, private clubhouse,

public recreation, a pedestrian/bicycle trail system, and extensive open space and landscaping. The land uses proposed include: Low Density Residential, Medium Density Residential, High Density Residential, Mixed-Use, and Parks/Recreation, including all infrastructure and utilities necessary to service the development. The RWSP estimates between 2,432 – 2,682 residential units, and 375,000 and 875,000 square feet of Mixed-Use for commercial, office, service, or retail use, as well as some transitional care facilities. A large portion of the RWSP is intended to be an age-restricted active adult community, while a portion will not be age restricted.

The RWSP requires a Sphere of Influence (SOI) expansion and annexation of land. The SOI expansion covers approximately 1,522 acres. The RWSP covers approximately 997 acres of the SOI expansion area, and includes an annexation into the Riverbank City limits, extension of infrastructure to the annexed area to serve development, and the subsequent development of the annexed area. All other lands that are included within the SOI expansion area, but outside the RWSP area are not proposed for development currently and thus are not included in the RWSP adoption, pre-zoning, or annexation request.

The entitlements requested include a General Plan Amendment, RWSP adoption, pre-zoning, SOI amendment, Municipal Services Review amendment, annexation, Neighborhood Electric Vehicle Plan (and EV ordinance), vesting tentative map, Development Agreement, and annexation into CFD 2016-01.

For more details regarding the project characteristics, objectives, entitlements, circulation improvements, and utilities improvements, please see Chapter 2.0, Project Description, of the Draft EIR available at: www.riverbank.org/609/River-Walk.

ENVIRONMENTAL

SIGNIFICANT ENVIRONMENTAL EFFECTS: The Draft EIR has identified the following environmental issue areas as having significant and unavoidable environmental impacts from implementation of the project: Aesthetics; Agricultural Resources; Greenhouse Gases, Climate Change, and Energy; Noise, Public Services, Transportation and Circulation, Utilities, Cumulative Aesthetics; Cumulative Agricultural Resources; Cumulative Air Quality; Cumulative Biological Resources, Cumulative Greenhouse Gases, Climate Change; Cumulative Noise, Cumulative Transportation and Circulation, and Cumulative Utilities. All other environmental issues were determined to have no impact, less than significant impacts, or less than significant impacts with mitigation measures incorporated into the Project.

PUBLIC REVIEW PERIOD: A 45-day public review period for the RWSP and Draft EIR commenced on January 31, 2024, and will end on March 18, 2024, for interested individuals and public agencies to submit written comments on the documents.

Written comments concerning the RWSP and Draft EIR are due by 5:00 p.m. on March 18, 2024 and should be submitted to the attention of Miguel Galvez, Contract City Planner at the City of Riverbank, 6707 3rd Street, Suite A, Riverbank, CA 95367; or by e-mail to

riverwalk@riverbank.org. Comments provided should clearly identify if the comments pertain to the RWSP or the Draft EIR. All comments received on the Draft EIR will be formally addressed in a response to comment contained in a Final EIR. If the city does not receive a response from an agency or organization, The City will presume that the agency or organization has no response to make.

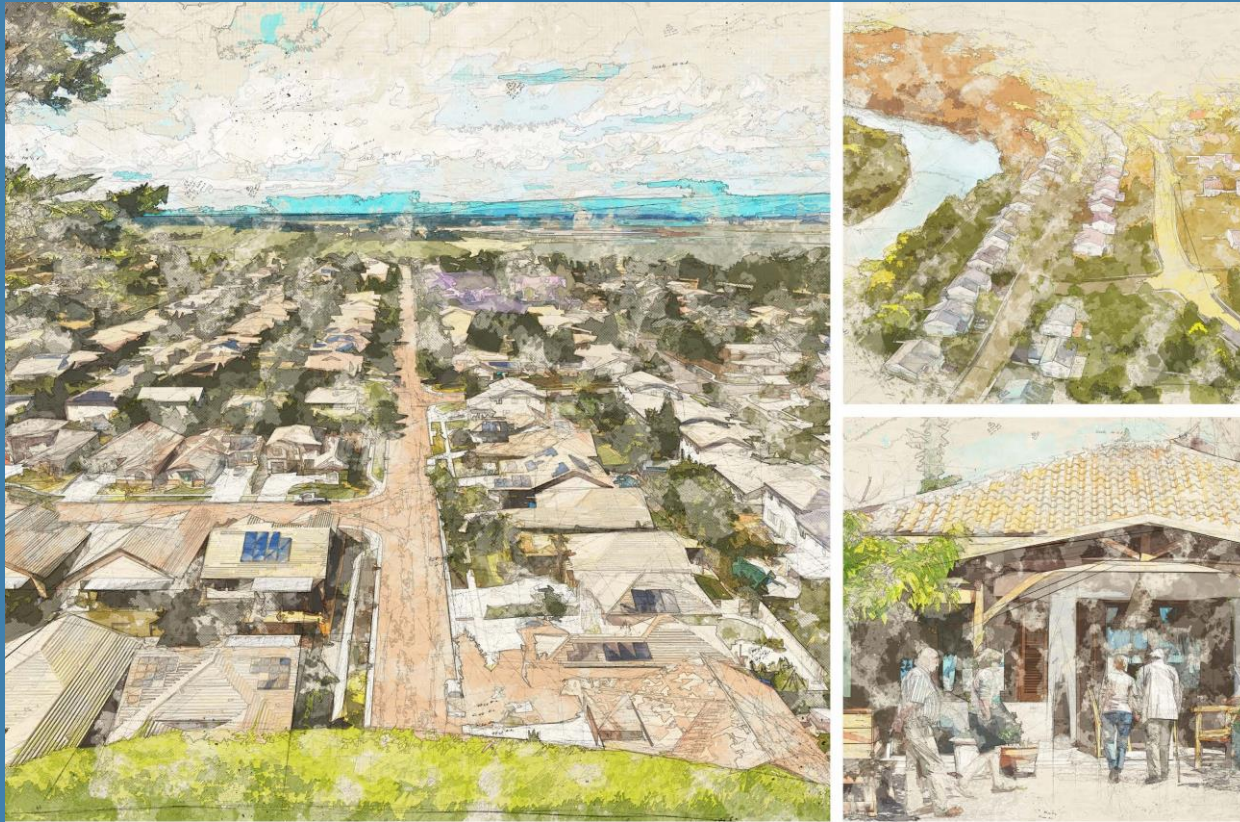
Copies of the Draft EIR can be reviewed at the City of Riverbank, 6707 3rd Street, Riverbank, CA 95367 or 6617 3rd Street, during normal business hours, and online at: www.riverbank.org/609/River-Walk.

Questions regarding the City of Riverbank's review of the proposed Project or Draft EIR may be directed to Miguel Galvez, Contract City Planner at the City of Riverbank, 6617 3rd Street, Riverbank, CA 95367; or by e-mail to riverwalk@riverbank.org.

ATTACHMENTS

1. Presentation-English Version
2. Presentation- Spanish Version

River Walk Specific Plan and Draft EIR Presentation



Riverbank Community Center
(located at 3600 Sante Fe Street, Riverbank, CA 95367)

February 27, 2024

De Novo Planning Group



Purpose of Today's Presentation



- High level overview of the Specific Plan
- Summary of Environmental Analysis in DEIR
- Discussion of Next Steps
- Today's presentation is NOT a hearing

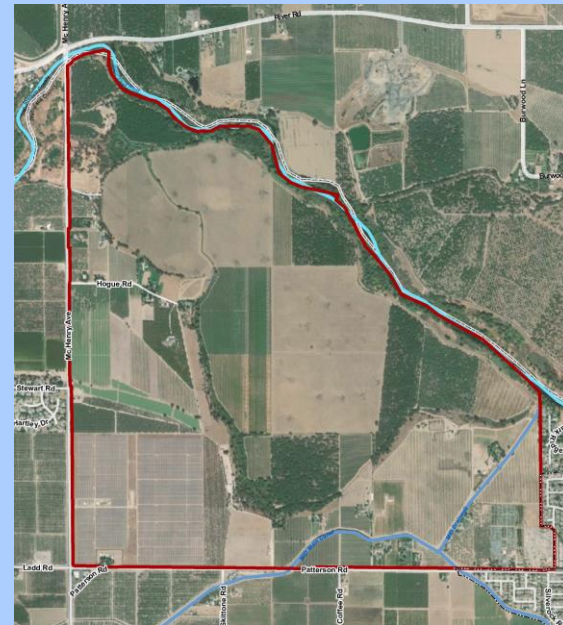
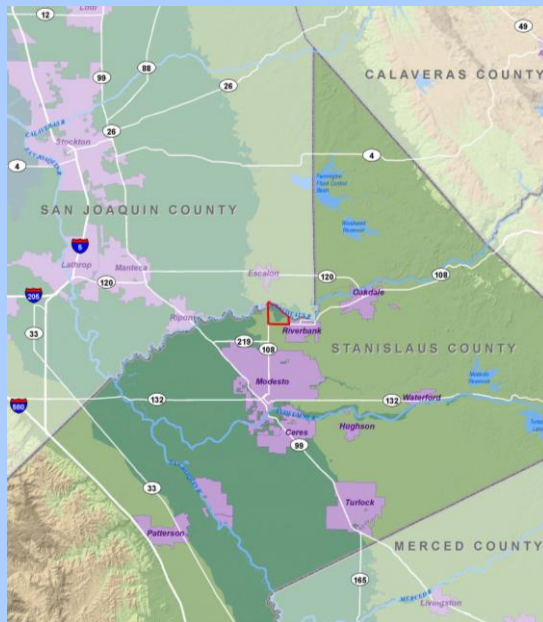


Project Location



Location:

- North of Patterson Rd/SR 108, east of McHenry Ave, approximately two miles northwest of downtown Riverbank.
- Within the City of Riverbank General Plan Planning Area
- Outside the city limits and sphere of influence (SOI).



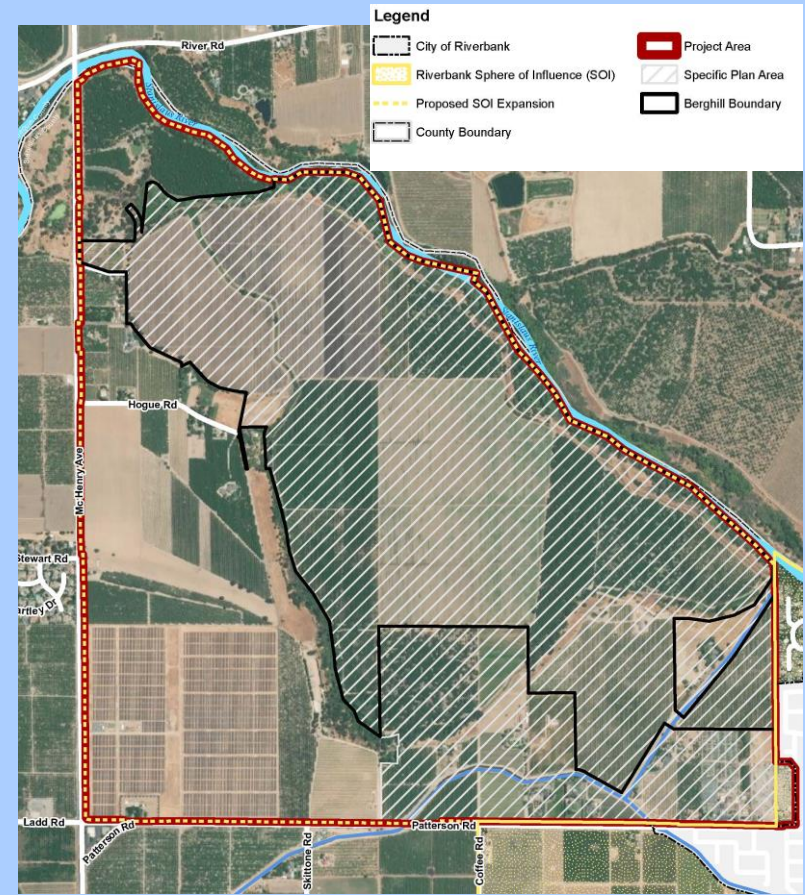
Project Boundaries



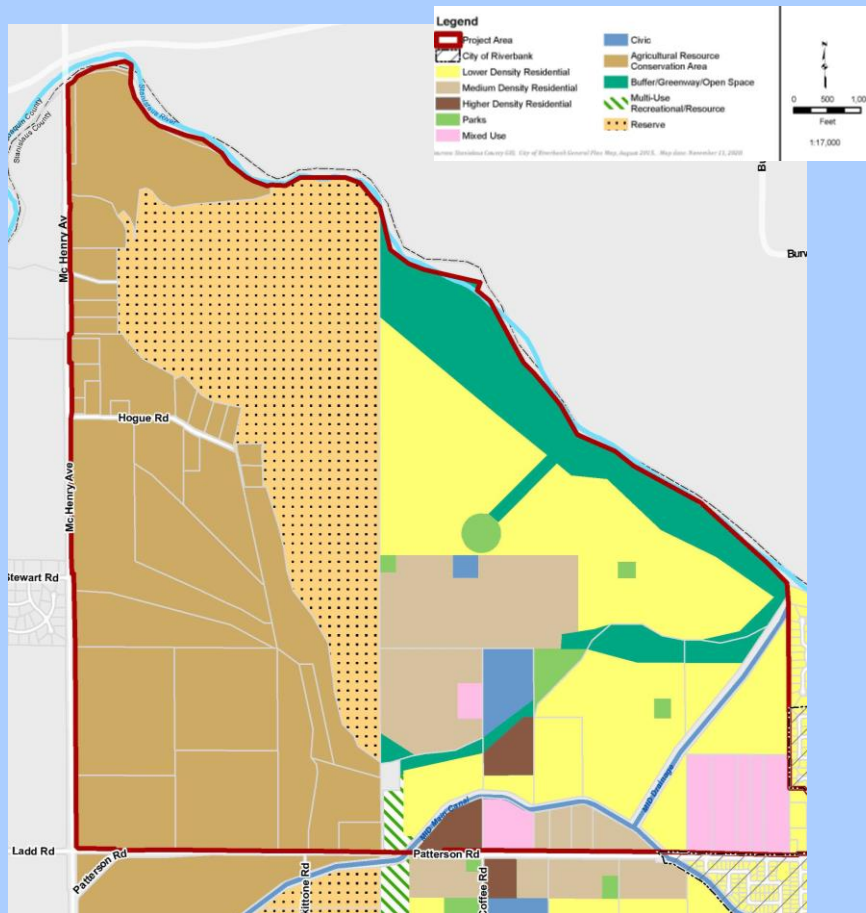
Location:

- Project Area/SOI Expansion Area – Sphere of Influence Amendment and encompasses the entire Project area.
- Specific Plan Area - River Walk Specific Plan.
- Berghill Boundary – Areas within the Specific Plan Area that are controlled by the project applicant.
- Active Adult Community – Area within the Berghill Boundary that is located in the lower elevation of the Specific Plan Area. This is an age-restricted development.

PLANNING AREA BOUNDARY	ACRES (GIS)
Specific Plan Area	993 acres
Berghill Boundary	772 acres
Overall Project area	1,522 acres



Existing General Plan



Existing City Land Use Designations:

LAND USE	ACREAGE
Lower Density Residential	319.55
Medium Density Residential	117.22
Higher Density Residential	17.25
Mixed Use	51.45
Civic	15.79
Park	1.12
Buffer/Greenway/Open Space	129.44
Multi-Use Recreational/Resource	5.31
Agricultural Resource Conservation Area	518.22
Reserve	305.49
ROW/Canal/Not Designated	27.55
Total	1,522.05



Specific Plan – Chapters



Chapters

- Chapter 1 – Introduction
- Chapter 2 – Existing Conditions
- Chapter 3 – River Walk Vision
- Chapter 4 – Land Use and Development Standards
- Chapter 5 – Circulation and Mobility
- Chapter 6 – Infrastructure, Parks, and Public Services
- Chapter 7 – Design Guidelines
- Chapter 8 – A Community Aging Together
- Chapter 9 – Implementation and Administration



Project Objectives



Project Objectives

- Goal 1: Develop a mix of residential housing products to accommodate a variety of desires in the market.
- Goal 2: Prioritize the age-restricted development as a vibrant community with diverse housing types and densities allowing residents to age-in-place.
- Goal 3: Develop a community core area that serves as a central community gathering place for social interaction, recreation, retail, services, and living space.
- Goal 4: Promote health and wellness through extensive pedestrian and bicycle trails, outdoor recreation areas, and opportunities for social interaction.
- Goal 5: Respect the natural resources (i.e., Stanislaus River), terrain, and character of land by designing a residential community that highlights the scenic views of the Plan Area.
- Goal 6: Achieve a safe and efficient circulation system for all users and modes of transportation.
- Goal 7: Highlight village identity while promoting community amenities.



Specific Plan – Amenities



Clubhouse



Neighborhood Electric Vehicles



River Walk Trail



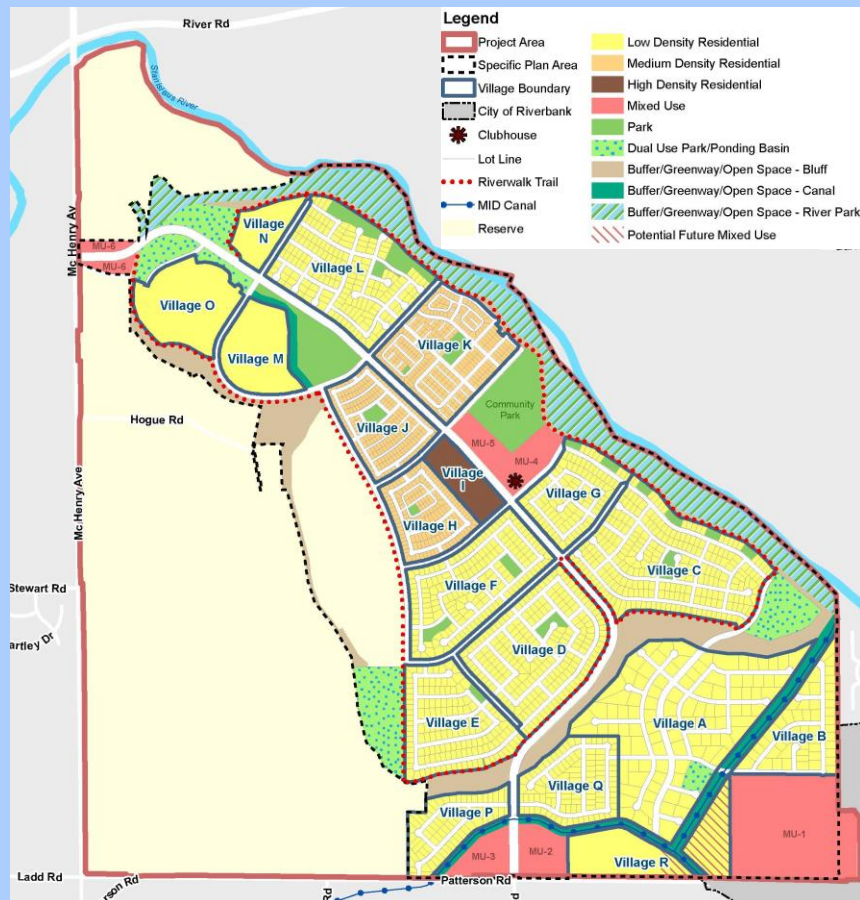
Community Core



Parks and Open Space

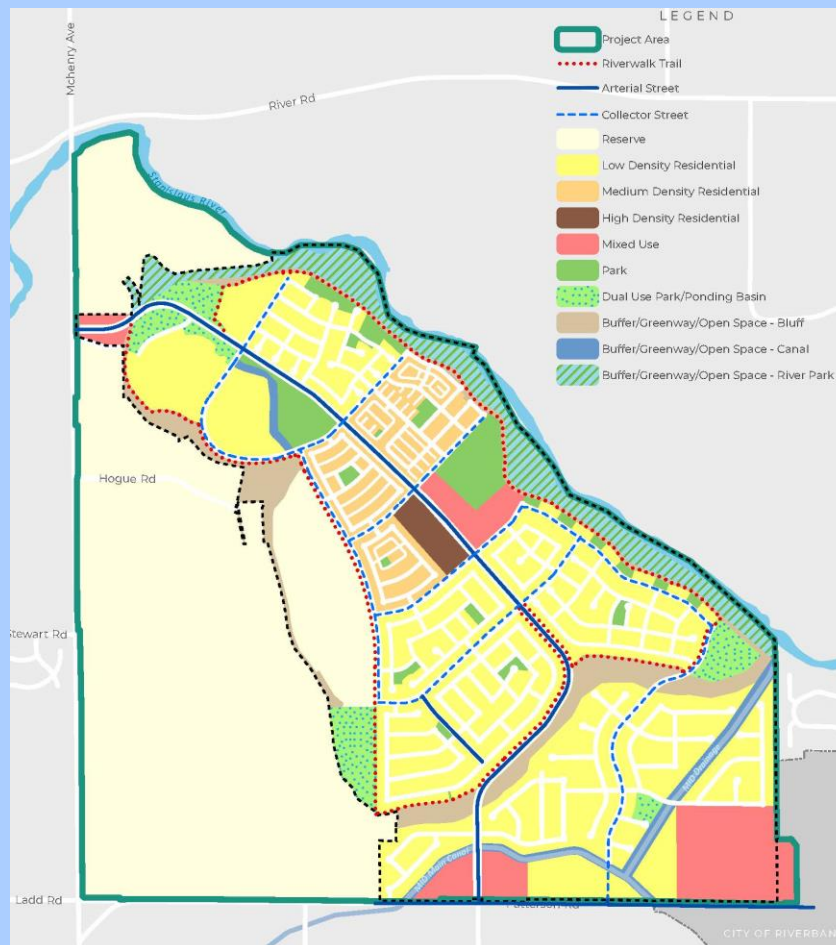


Specific Plan – Village Summary



VILLAGE	LAND USE	AGE RESTRICTED	LOT COUNT
A	Low Density Residential	No	101
B	Low Density Residential	No	42
C	Low Density Residential	Yes	254
D	Low Density Residential	Yes	207
E	Low Density Residential	Yes	148
F	Low Density Residential	Yes	173
G	Low Density Residential	Yes	97
H	Medium Density Residential	Yes	157
I	High Density Residential	Yes	180
J	Medium Density Residential	Yes	227
K	Medium Density Residential	Yes	318
L	Low Density Residential	Yes	176
M	Low Density Residential	Yes	48
N	Low Density Residential	Yes	29
O	Low Density Residential	Yes	70
P	Low Density Residential	No	67
Q	Low Density Residential	No	108
R	Low Density Residential	No	30
Total	--	--	2,432

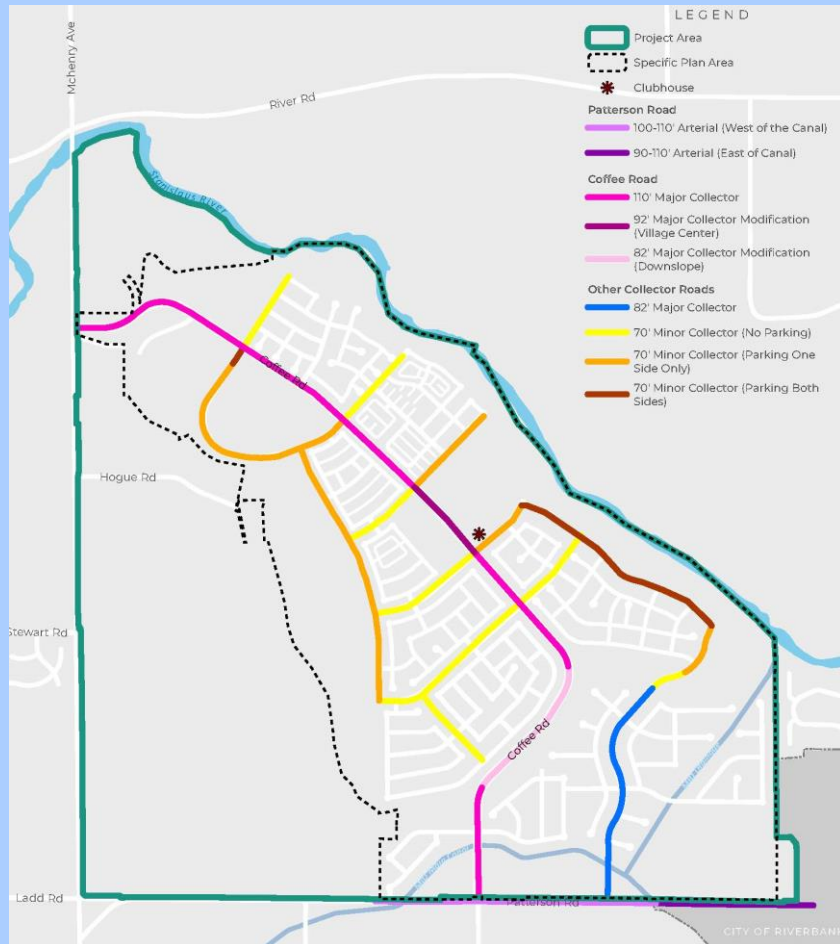
Specific Plan – Circulation



- Existing Transportation Network
- Proposed Circulation Network
- Neighborhood Electric Vehicles Plan
- Pedestrian, Bicycle, and Transit Circulation



Specific Plan – Roadways



Internal Specific Plan Roadways

- Arterial roadways: Four travel lanes, sidewalks on both sides of the street, bike lanes and landscape strips.
- Collector roadways: Two to four travel lanes, sidewalks on both sides of the street, bike lanes where applicable and landscape strips.
- Local Residential Streets: Two travel lanes, sidewalk and landscape strips on both sides.

Adjacent Offsite Arterial Roadways

- McHenry Avenue
- Patterson Road



Specific Plan – NEV Plan



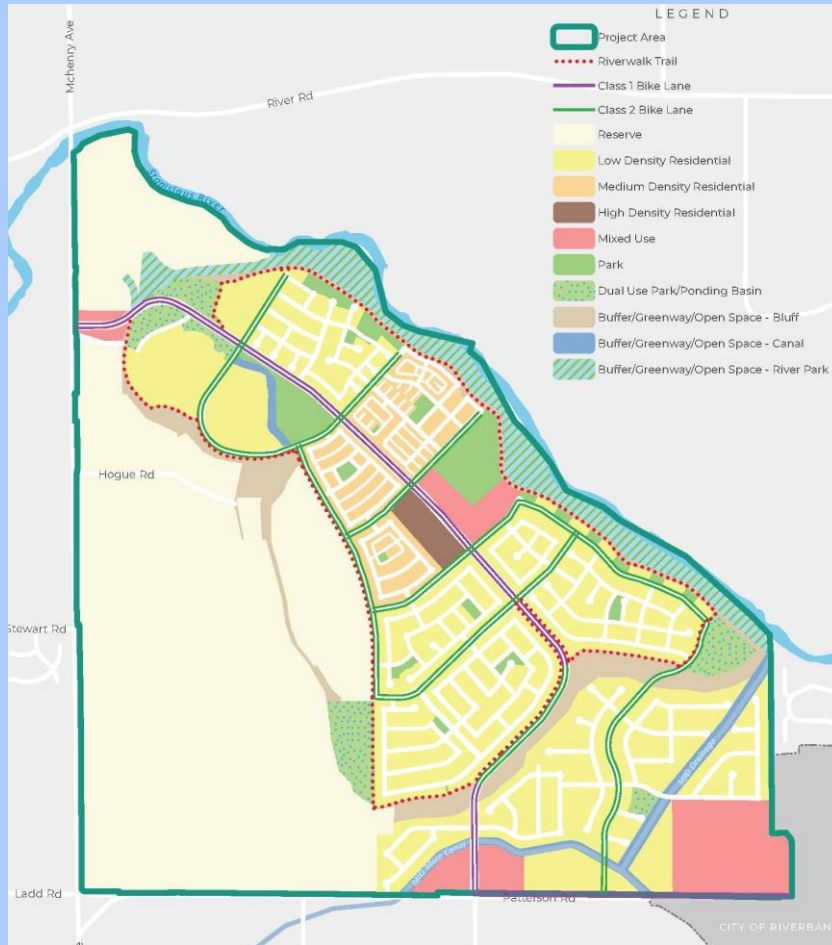
- Neighborhood Electric Vehicles (NEVs) are Low Speed Electric Vehicle (LSEV) that are less than three thousand pounds and designed to be operated at not more than 35 mph
- “NEV lanes” or “NEV routes” are for NEV travel including roadways designated by signs or permanent markings which are shared with pedestrians, bicyclists, and other motorists in the portion of the River Walk Specific Plan Area designated for active adult living.



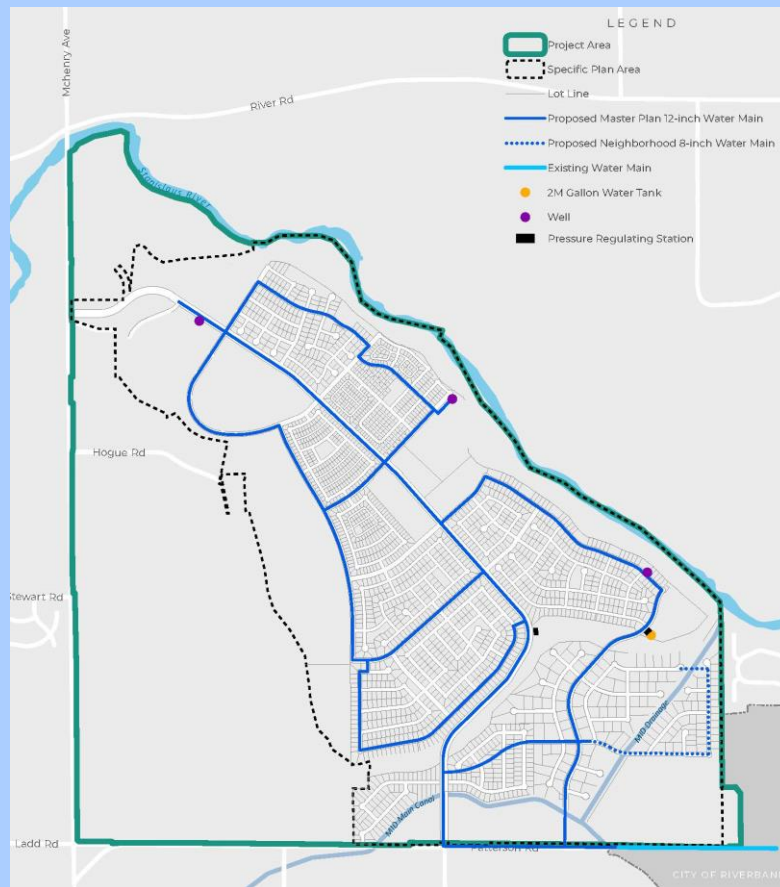
- Class I NEV lanes provide a right-of-way separated from a roadway and for the exclusive use of NEVs, and/or shared use with bicyclists, and pedestrians. (River Walk Trail, and Class I bike paths).
- Class II NEV lanes provide a restricted right-of-way on a roadway designated by striping and signage for the exclusive or semi-exclusive use of NEVs, with through travel by motor vehicles or pedestrians prohibited. (Coffee Road within the active adult area).
- Class III NEV lanes are lanes on streets with speed limits of forty-five miles per hour or less and are shared with pedestrians, bicyclists, and other motorists. (Local Residential Streets, Minor Collectors, and portions of Major Collectors-Coffee Road in the Community Core).



Specific Plan – Bike/Ped



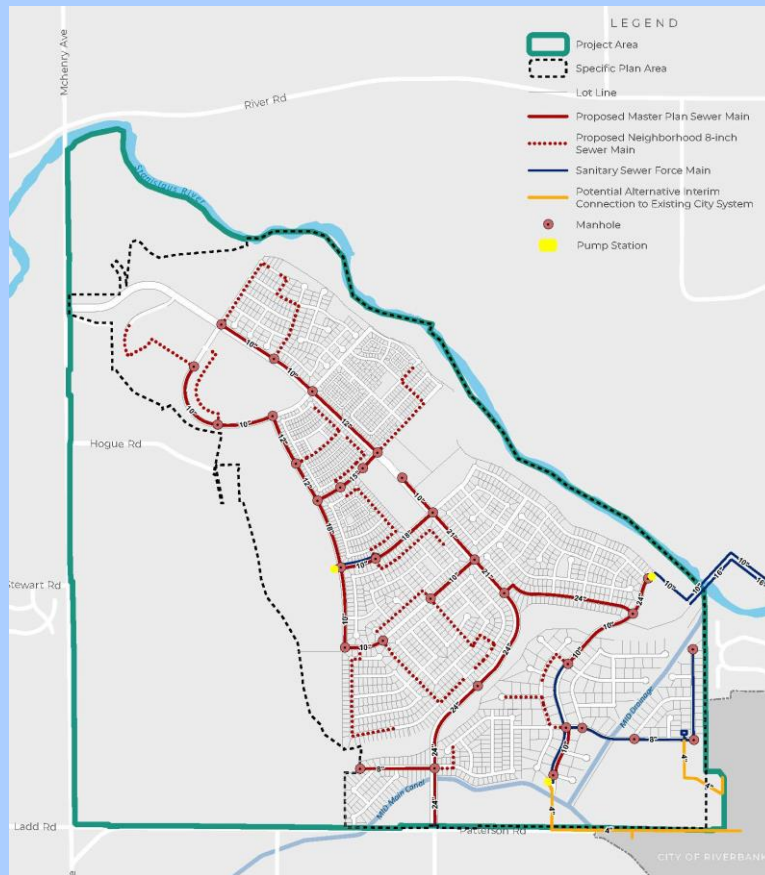
Specific Plan – Water



- Master Plan includes 12" main lines
- Neighborhoods includes 8" main lines
- 2 million gallon water tank
- 3 Wells
- Pressure Regulating Station
- Existing agricultural irrigation to remain



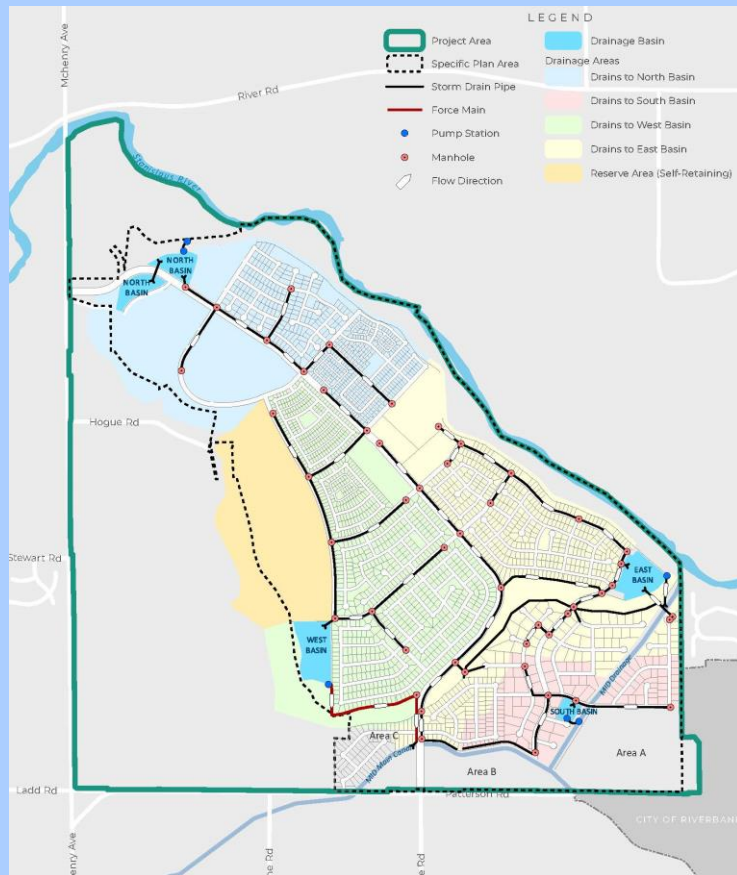
Specific Plan – Sewer



- Three pump stations (Northeast, South, and West Pump Station).
- Gravity flow system - 24", 18", 15", 12", 10", and 8" sewer mains
- Gravity sewer mains convey wastewater to one of three pump stations, ultimate discharge flows to the Northeast Pump Station.
- Offsite sewer line (1.4 miles to the WWTP): 10" force main, and a 16" force main.



Specific Plan – Drainage



- **North Basin:** 214-acre watershed with two connected basins totaling 6.2 acres/24.9 ac-ft capacity. Two alternatives: 1) Infiltration trench (French Drains approx. 4,850 LF, 6'Wx8'D), or 2) Pump Station discharge to the Stanislaus River at a flow of 2,365 GPM.
- **West Basin:** 226-acre watershed with 7.3-acre basin/28.5 ac-ft capacity. Pump Station discharge to the MID Main Canal at a flow of 2,583 GPM.
- **East Basin:** 231-acre watershed with 5.8-acre basin/25.8 ac-ft capacity. Pump Station discharge to the MID Spenker Drain at a flow of 2,335 GPM.
- **South Basin:** 68-acre watershed with 1.2-acre basin/6.3 ac-ft capacity. Pump Station discharge to the MID Spenker Drain at a flow of 573 GPM.



Project Entitlements Requested

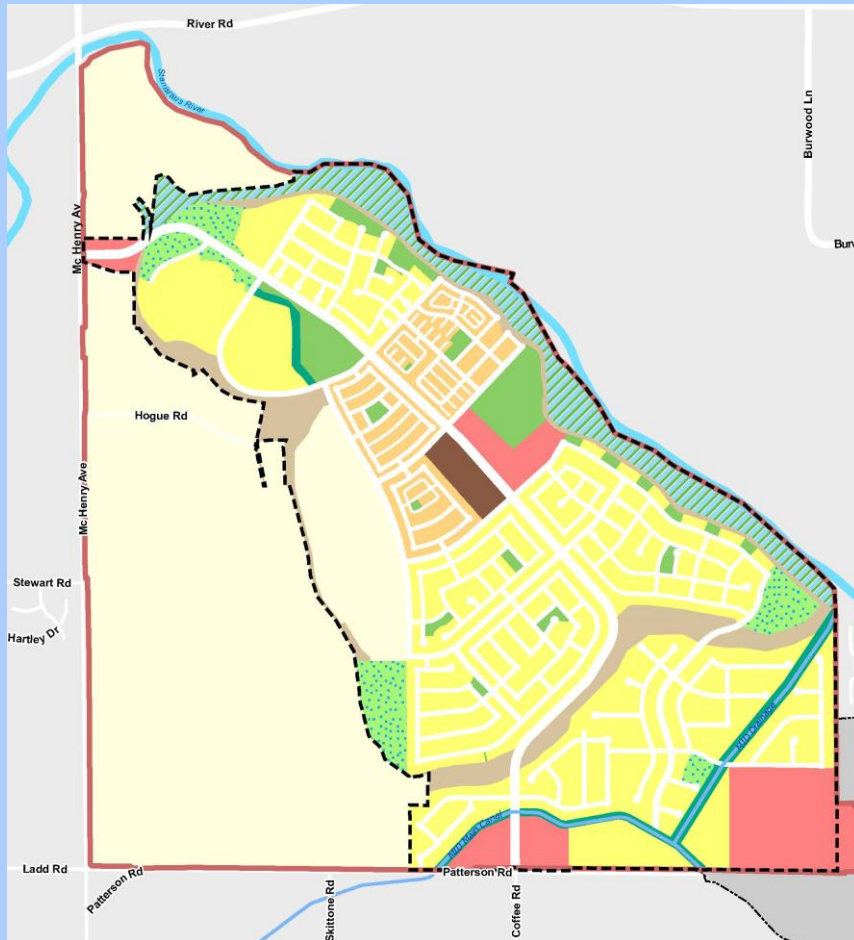


Project Entitlements:

- Sphere of Influence Amendment
- Municipal Services Review Update/Amendment,
- General Plan Amendment
- Pre-zoning,
- Annexation,
- Specific Plan,
- Neighborhood Electric Vehicle Plan,
- Vesting Tentative Maps,
- Development Agreement,
- Future: Final Maps, Improvement Plans, Grading Plans, Building Permits, Conditional Use Permits, Site Plan/Design Review.



General Plan Amendment



Legend

Project Area	Mixed Use
Parcel Boundary	Park
City of Riverbank	Dual Use Park/Ponding Basin
Reserve	Buffer/Greenway/Open Space - Bluff
Low Density Residential	Buffer/Greenway/Open Space - Canal
Medium Density Residential	Buffer/Greenway/Open Space - River Park
High Density Residential	

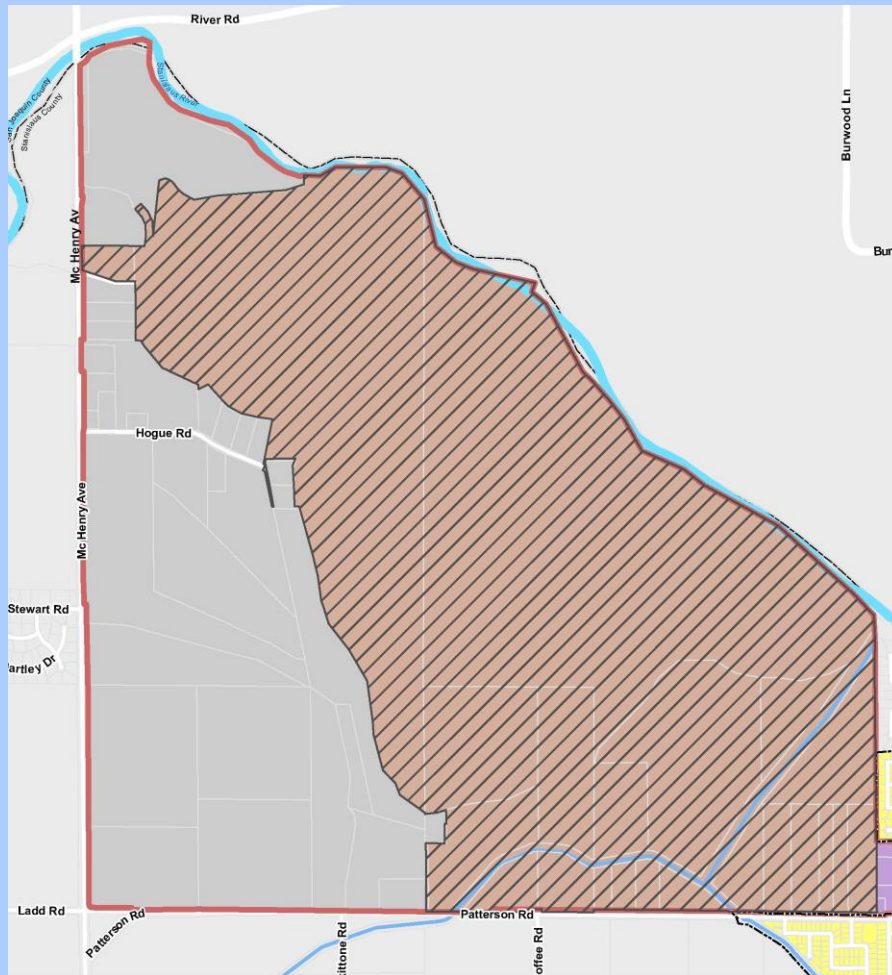
Sources: Stanislaus County GIS. Map date: May 28, 2021.

PROPOSED LAND USE	GIS ACRES
BGOS - Bluff	68.53
BGOS - Canal	23.34
BGOS - River Park	69.77
Dual Use Park/Ponding Basin	41.01
HDR	10.02
LDR	467.18
MDR	78.70
Mixed Use	76.76
Park	43.34
Reserve	579.39
Rights of Way	63.37
Total	1,521.41

De Novo Planning Group



Pre-zoning

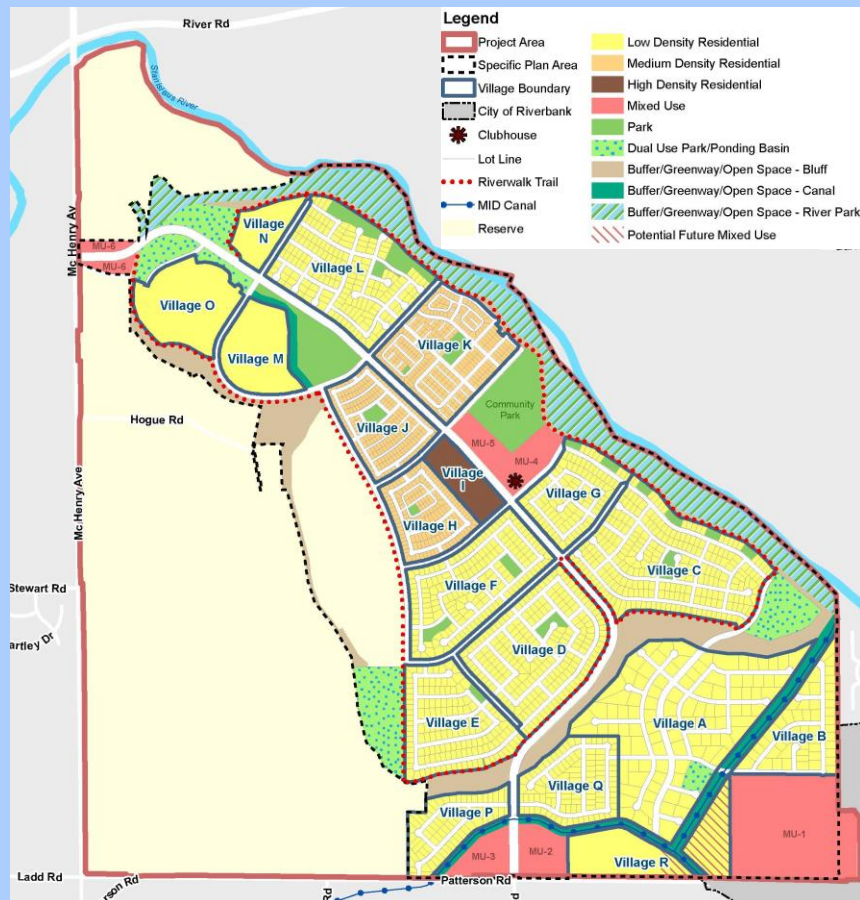


Legend

	Project Area	Proposed Zoning Designation
	Specific Plan Area	 Mixed Use (CX-1)
	City of Riverbank	 Single Family Residential (R-1)
		 Specific Plan Area
		 Unassigned



Specific Plan – Land Use Summary



MAP SYMBOL	ACREAGE	DENSITY RANGE	ESTIMATED UNIT OR SF RANGE
LDR – Low Density Residential	467.18	0 – 8 du/ac	1,550
MDR – Medium Density Residential	78.70	8 – 16 du/ac	702
HDR – High Density Residential	10.02	16 + du/ac	180
MU – Mixed-Use (outside of community core)	58.39	16 + du/ac 0.25 FAR	0 – 350 du 275,000-635,000 sf
MU – Mixed-Use (inside of community core)	5.35	16 + du/ac 0.50 FAR	0 – 100 du 110,000-220,000 sf
MU – Mixed-Use (Clubhouse)	8.01	0.50 FAR	20,000 sf
Park	43.34	N/A	N/A
B/G/OS - Bluff	68.53	N/A	N/A
B/G/OS - Canal	23.34	N/A	N/A
B/G/OS - River Park	69.77	N/A	N/A
Park - Ponding Basin	41.01	N/A	N/A
Reserve	60.17	N/A	N/A
ROW	63.37	N/A	N/A
TOTAL	997.18	--	2,432 – 2,682 du 375,000 – 875,000 sf



Environmental Review Process



What is an EIR?

- An informational document describing the anticipated environmental effects of implementing a project, as required by CEQA.
- Acts as a forum for public participation in the environmental review process.
- An EIR includes Mitigation Measures to reduce potential adverse environmental impacts.
- An EIR does not advocate or promote the project.



NOP Public Process



- Circulated NOP on June 4, 2021
 - SCH, State Agencies, Local Agencies, Citizens
- Scoping meeting was held on June 17, 2021
- Concerns raised in response to the NOP were considered during preparation of the Draft EIR.



NOP – Areas of Concern



The following concerns were raised during NOP/Scoping Process:

- Loss of productive farmland and productive agricultural soils
- Development within a floodplain
- Protection and preservation of potential tribal cultural resources
- Increased traffic on local and regional roadways, and site access
- Increased operational noise
- Provision of utilities and public services, including construction of infrastructure
- Removal of on-site vegetation and species habitat
- Source of water for the proposed Project and potential effects related to groundwater recharge
- Elevated sources of greenhouse gas emissions
- Expansion of City's SOI
- Potential growth inducing impacts
- Potential health-related impacts resulting from criteria pollutant emissions and greenhouse gas emissions
- Potential hazardous release of hazardous materials during construction and operation
- Potential hazards associated with residual chemicals from farming



DEIR - Topics Addressed in EIR



The following environmental topics were analyzed in the Draft EIR:

- Aesthetics and Visual Resources
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural and Tribal Resources
- Geology and Soils
- Greenhouse Gas/Climate/ Energy
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use/Population/Housing
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation and Circulation
- Utilities



DEIR - Alternatives



The following alternatives were analyzed in the Draft EIR:

- **No Project (No Build) Alternative:** Development of the Plan Area would not occur, and the Plan Area would remain in its current existing condition.
- **Increased Density Alternative:** The proposed Project would be developed with the same amenities as described in the Project Description, but the density of the residential uses would be increased, and the total development footprint would be equal to the proposed Specific Plan.
- **Lower Density Alternative:** The proposed Project would be developed in such a way to promote larger lot sizes and to reduce the overall footprint of the developed areas.
- **No Reserve Alternative:** The proposed Project would be developed with the same amenities as described in the Project Description, but the Reserve Area located outside the Specific Plan Area would be removed from the Project Area.



DEIR – Mitigation



Forty-three Mitigation Measures were created to reduce “Potential Impacts” related to the following topics:

- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards
- Greenhouse Gas Emissions
- Hazards
- Hydrology/Water Quality
- Noise
- Public Facilities
- Transportation and Circulation
- Utilities



DEIR – SU Impacts



Significant and Unavoidable Impacts were identified for the following topics:

Project Impacts

- Aesthetic and Visual Resources
- Agricultural Resources
- Greenhouse Gas Emissions
- Noise
- Public Facilities (construction of new parks/recreational facilities)
- Transportation and Circulation (VMT)
- Utilities (construction of new utilities)

Cumulative Impacts

- Aesthetic and Visual Resources
- Agricultural Resources
- Air Quality
- Biological Resources
- Climate Change
- Noise
- Public Facilities (construction of new parks/recreational facilities)
- Transportation and Circulation (VMT)
- Utilities (construction of new utilities)



DEIR – Public Review



- 45-day public review period ends on
March 18, 2024
- Comments should be submitted in writing:
 - By email
 - By mail



Next Steps

- Public Draft EIR - 45-day public review and comment period closes March 18, 2024.
- Final EIR - Written responses to comments, and any changes made to the Draft EIR.
- Final Specific Plan – Revisions to the text and figures.
- Planning Commission and City Council Hearings
 - Hearings to Certify the EIR
 - Hearings to Consider the Final Specific Plan and Entitlement Requests
- LAFCo Hearings
 - MSR Update/Amendment
 - Hearings to Consider SOI Expansion
 - Hearings to Consider Annexation



Key Information

The Draft EIR is available for review at the City of Riverbank. An electronic copy is available on the City's website

www.riverbank.org/609/River-Walk.

Comments can be sent to Miguel Galvez at:

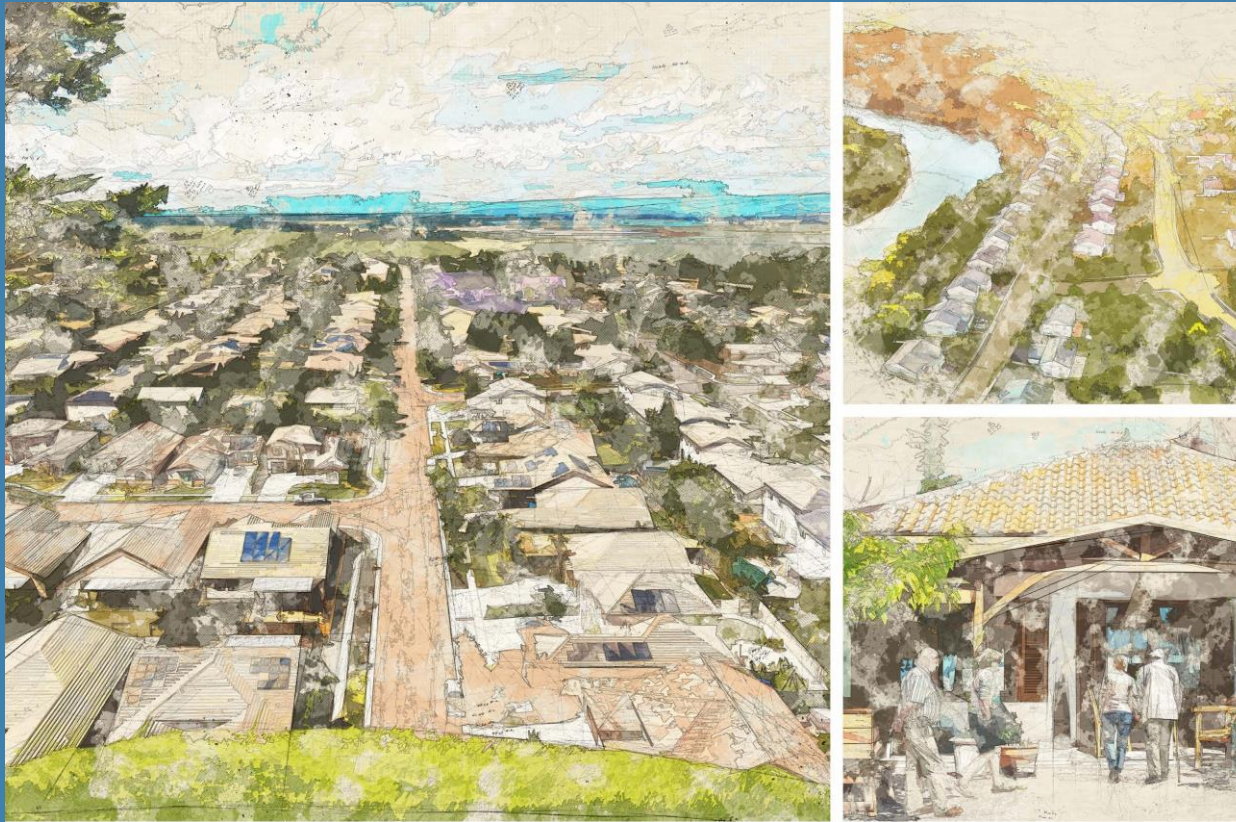
riverwalk@riverbank.org

Or:

Miguel Galvez, Contract City Planner
Planning, City Hall South
6707 3rd Street, Suite A
Riverbank, CA 95367



Presentación de Plan Específico del Paseo del Río y Borrador del EIR



Centro Comunitario Riverbank
(ubicado en 3600 Santa Fe Street, Riverbank, CA 95367)

27 de febrero de 2024

De Novo Planning Group



Propósito de la presentación de hoy



- Resumen de alto nivel del Plan Específico
- Resumen del Análisis Medioambiental en DEIR
- Discusión de los próximos pasos
- La presentación de hoy NO es una audiencia

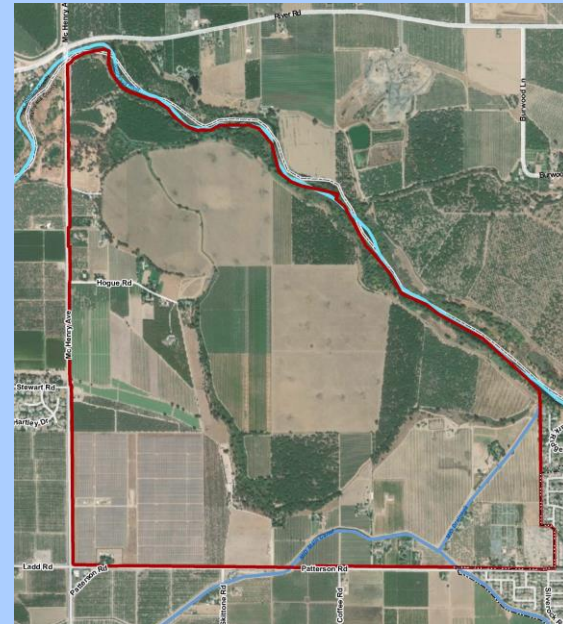
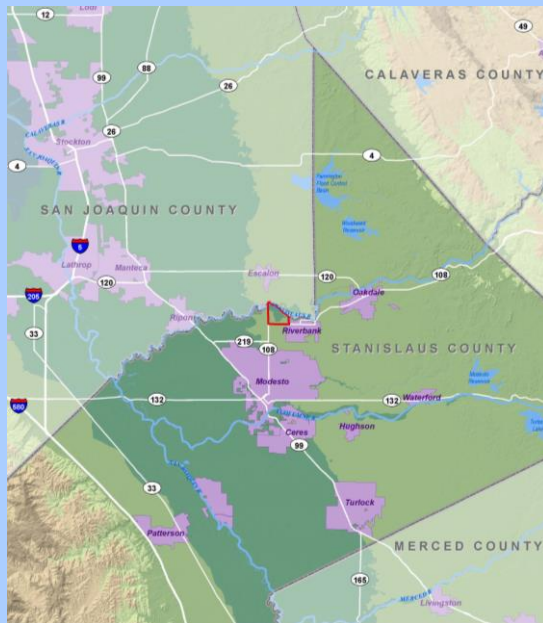


Ubicación del Proyecto



Ubicación:

- Al norte de Patterson Rd/SR 108, al este de McHenry Ave, aproximadamente a dos millas al noroeste del centro de Riverbank.
- Actualmente se encuentra dentro del condado no incorporado de Stanislaus.
- Afuera de la Esfera de Influencia de Riverbank (SOI).

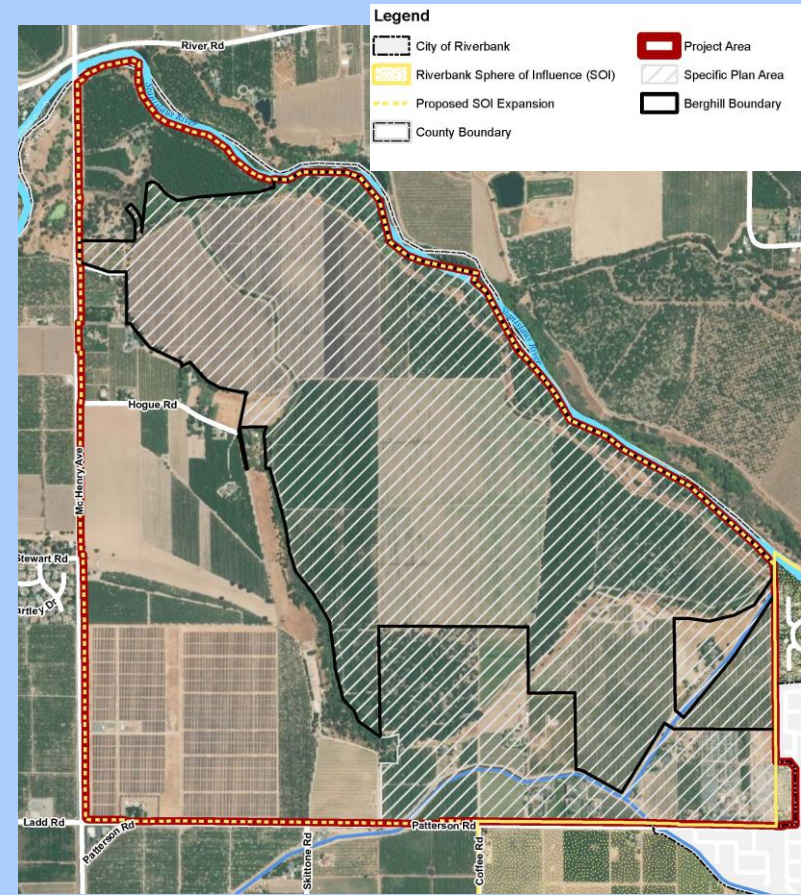


Límites del Proyecto

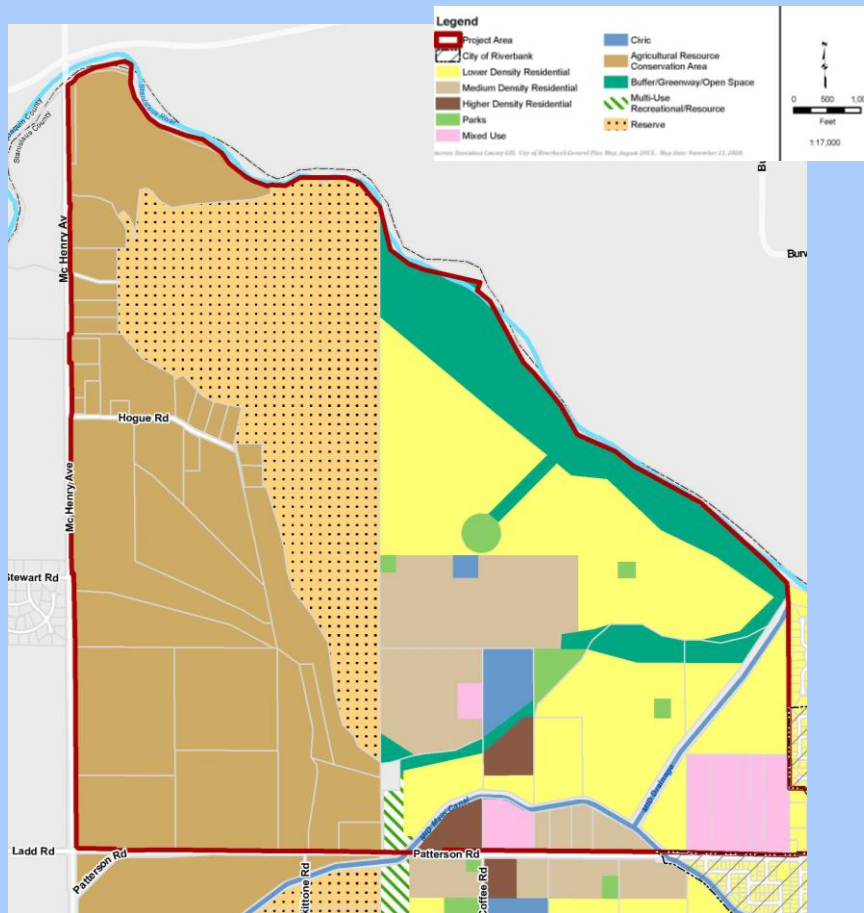


Ubicación:

- Área del Proyecto/Área de Expansión SOI – Enmienda de la Esfera de Influencia y abarca toda el área del Proyecto.
- Área del Plan Específico - Plan Específico del Paseo del Río.
- Límite de Berghill - Áreas dentro del Área Específica del Plan que son controladas por el solicitante del proyecto.
- Comunidad de Adultos Activos - Área dentro del Límite de Berghill que se encuentra en la elevación más baja del Área Específica del Plan. Este es un desarrollo restringido por edad.



Plan General Existente



Designaciones de uso del suelo existentes en la ciudad:

USO DEL SUELO	SUPERFICIE EN ACRES
Residencial de menor densidad	319.55
Residencial de densidad media	117.22
Residencial de mayor densidad	17.25
Uso mixto	51.45
Cívico	15.79
Parque	1.12
Zona de influencia/vía verde/espacio abierto	129.44
Recreativo de Usos Múltiples/Recurso	5.31
Área de Conservación de Recursos Agrícolas	518.22
Reserva	305.49
ROW/Canal/No designado	27.55
Total	1,522.05



Plan Específico – Capítulos



Capítulos

- Capítulo 1 – Introducción
- Capítulo 2 – Condiciones existentes
- Capítulo 3 – Visión del Paseo del Río
- Capítulo 4 – Normas de uso y desarrollo de la tierra
- Capítulo 5 – Circulación y movilidad
- Capítulo 6 – Infraestructura, Parques y Servicios Públicos
- Capítulo 7 – Directrices de diseño
- Capítulo 8 – Una comunidad que envejece junta
- Capítulo 9 – Implementación y administración



Objetivos del Proyecto



Objetivos del Proyecto

- Objetivo 1: Desarrollar una combinación de productos de vivienda residencial para adaptarse a una variedad de deseos en el mercado.
- Objetivo 2: Priorizar el desarrollo con restricción de edad como una comunidad vibrante con diversos tipos y densidades de vivienda que permitan a los residentes envejecer en el lugar.
- Objetivo 3: Desarrollar un área central de la comunidad que sirva como un lugar central de reunión de la comunidad para la interacción social, la recreación, el comercio minorista, los servicios y el espacio vital.
- Objetivo 4: Promover la salud y el bienestar a través de extensos senderos para peatones y bicicletas, áreas de recreación al aire libre y oportunidades para la interacción social.
- Objetivo 5: Respetar los recursos naturales (es decir, el río Stanislaus), el terreno y el carácter de la tierra mediante el diseño de una comunidad residencial que destaque las vistas panorámicas del área del plan.
- Objetivo 6: Lograr un sistema de circulación seguro y eficiente para todos los usuarios y modos de transporte.
- Objetivo 7: Resaltar la identidad de los pueblos al tiempo que se promueven los servicios comunitarios.



Plan Específico – Amenidades



Clubhouse



Vehículos eléctricos del vecindario



Sendero del Paseo del Río



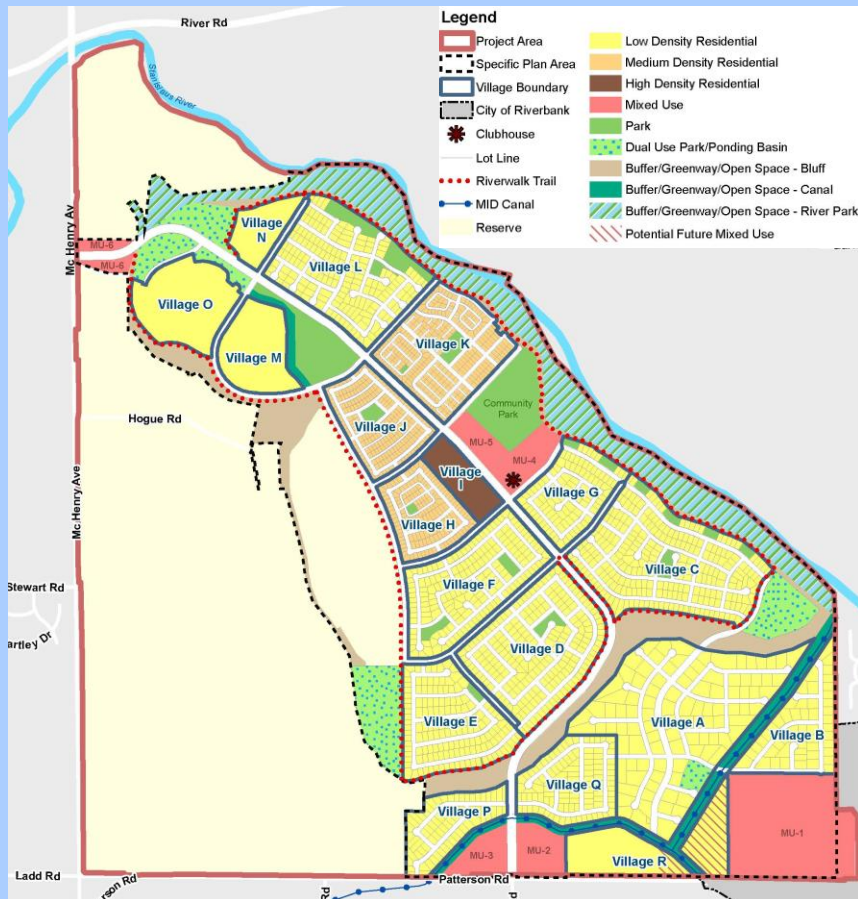
Núcleo de la comunidad



Parques y espacios abiertos

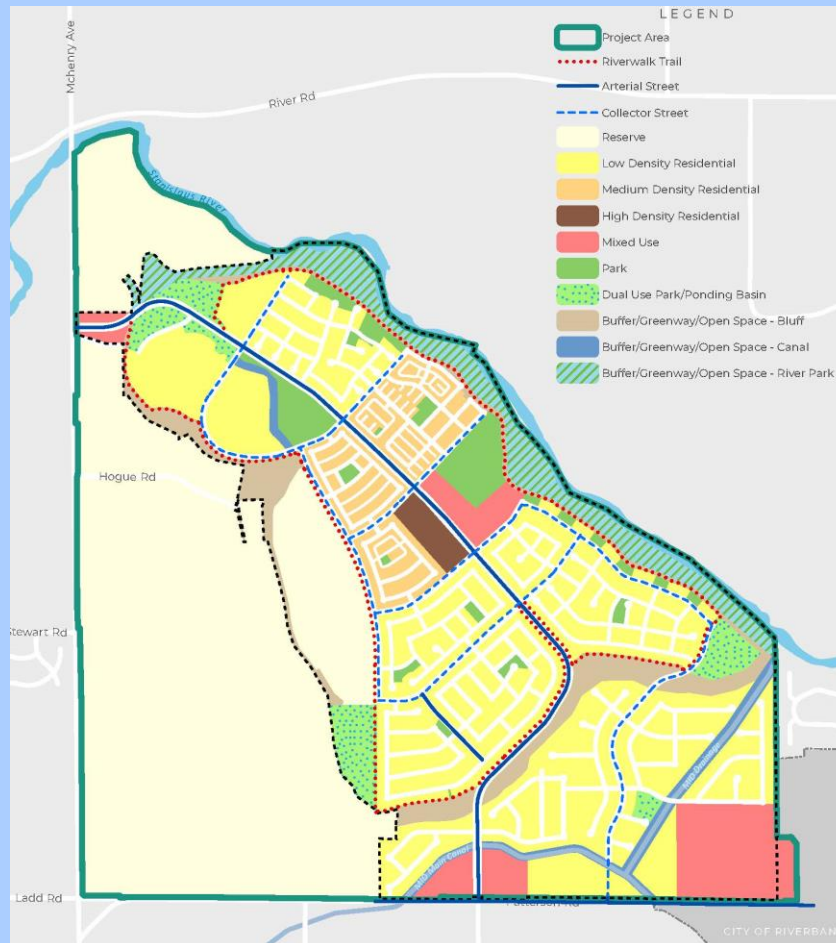


Plan Específico – Resumen del Pueblo



PUEBLO	USO DEL SUELO	RESTRINGIDO POR EDAD	RECuento DE LOTES
A	Residencial de baja densidad	No	101
B	Residencial de baja densidad	No	42
C	Residencial de baja densidad	Sí	254
D	Residencial de baja densidad	Sí	207
E	Residencial de baja densidad	Sí	148
F	Residencial de baja densidad	Sí	173
G	Residencial de baja densidad	Sí	97
H	Residencial de baja densidad	Sí	157
I	Residencial de alta densidad	Sí	180
J	Residencial de baja densidad	Sí	227
K	Residencial de baja densidad	Sí	318
L	Residencial de baja densidad	Sí	176
M	Residencial de baja densidad	Sí	48
N	Residencial de baja densidad	Sí	29
O	Residencial de baja densidad	Sí	70
P	Residencial de baja densidad	No	67
Q	Residencial de baja densidad	No	108
R	Residencial de baja densidad	No	30
Total	--	--	2,432

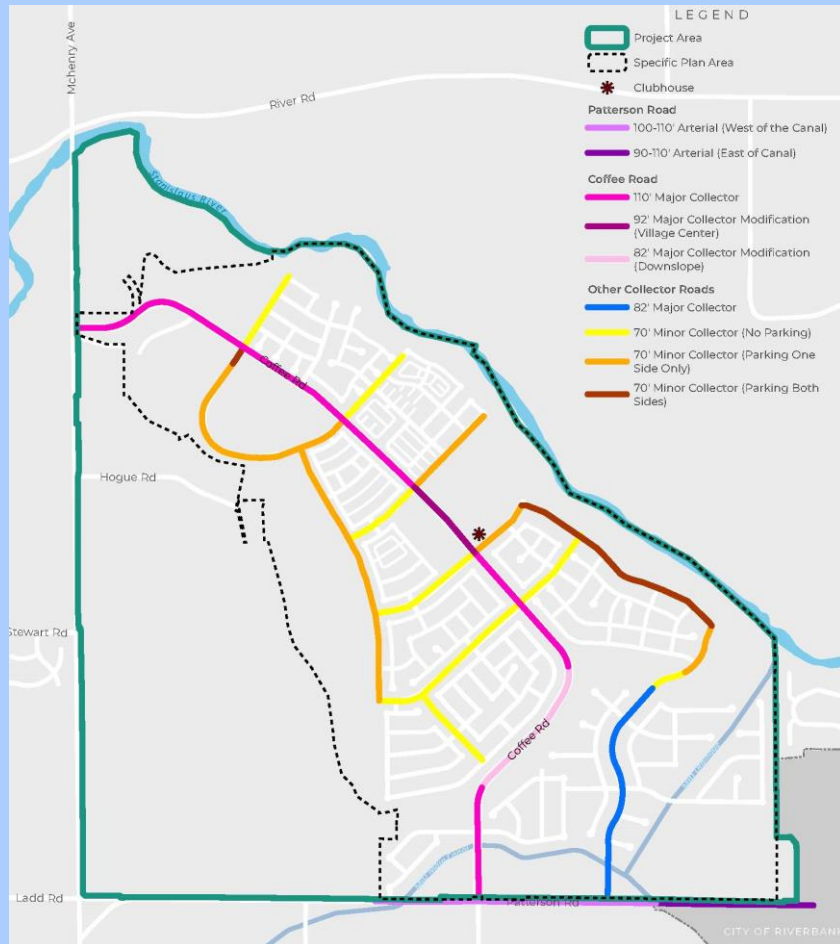
Plan Específico – Circulación



- Red de transporte existente
- Red de circulación propuesta
- Plan de vehículos eléctricos del vecindario
- Circulación peatonal, ciclista y de transporte público



Plan Específico – Carreteras



Plan Interno Específico de Carreteras

- Vías principales: Cuatro carriles de circulación, aceras a ambos lados de la calle, carriles bici y franjas ajardinadas.
- Vías colectoras: De dos a cuatro carriles de circulación, aceras a ambos lados de la calle, carriles bici cuando corresponda y franjas ajardinadas.
- Calles residenciales locales: Dos carriles de circulación, acera y franjas ajardinadas a ambos lados.
- Carreteras arteriales adyacentes fuera del sitio.
 - McHenry Avenue
 - Patterson Road



Plan Específico – Plan NEV



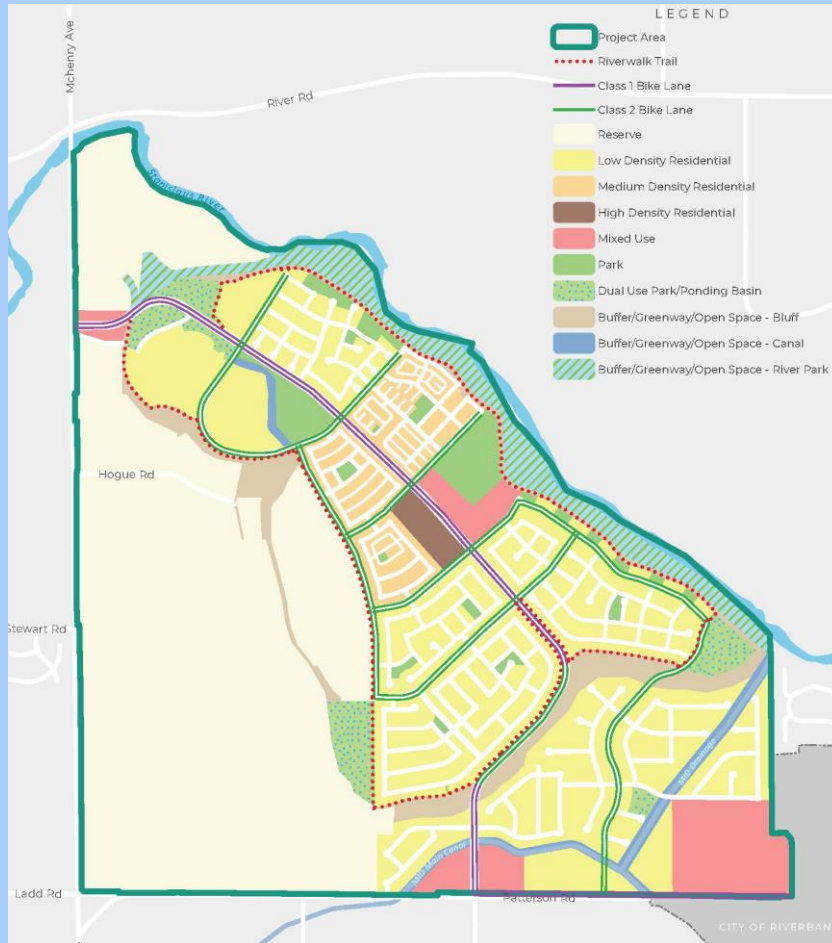
- Los Vehículos Eléctricos de Vecindario (NEV, por sus siglas en inglés) son vehículos eléctricos de baja velocidad (LSEV) que pesan menos de tres mil libras y están diseñados para ser operados a no más de 35 mph
- Los "carriles NEV" o "rutas NEV" son para viajar en los NEV, incluidas las carreteras designadas por letreros o marcas permanentes que se comparten con peatones, ciclistas y otros automovilistas en la parte del Área del Plan Específico del Paseo del Río designada para la vida activa de adultos.



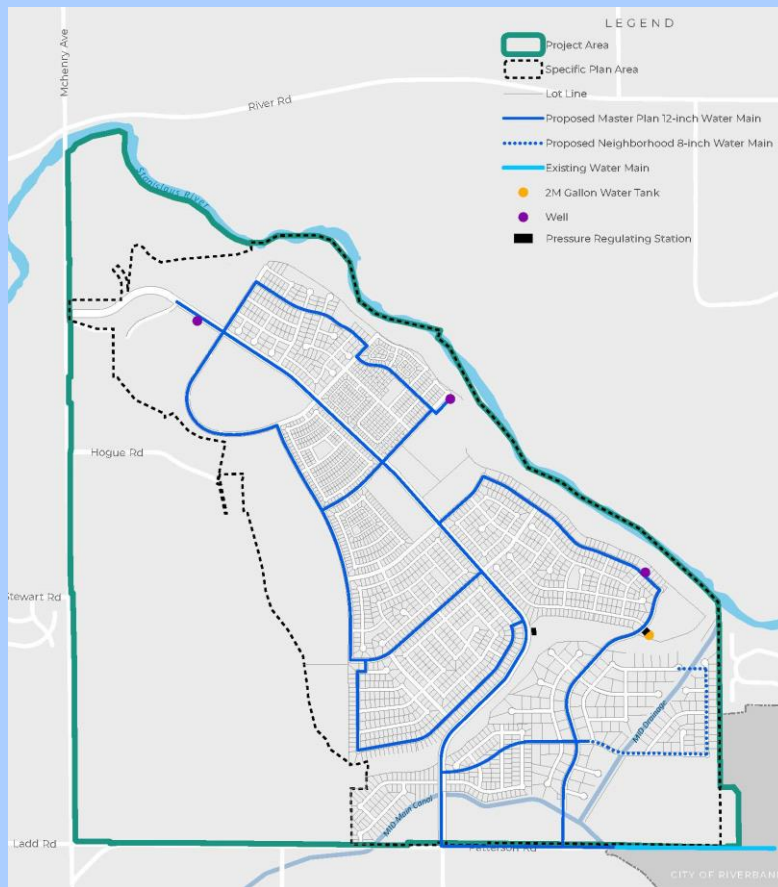
- Los carriles NEV de Clase I proporcionan un derecho de paso separado de una carretera y para el uso exclusivo de los NEV y/o uso compartido con ciclistas y peatones. (Sendero del Río y senderos para bicicletas de Clase I).
- Los carriles NEV de Clase II proporcionan un derecho de paso restringido en una carretera designada por franjas y señalización para el uso exclusivo o semiexclusivo de los NEV, con el tránsito de vehículos motorizados o peatones prohibido. (Coffee Road dentro del área de adultos activos).
- Los carriles NEV de Clase III son carriles en calles con límites de velocidad de cuarenta y cinco millas por hora o menos y se comparten con peatones, ciclistas y otros automovilistas. (Calles Residenciales Locales, Colectores Menores y partes de Colectores Mayores-Coffee Road en el Núcleo Comunitario).



Plan Específico – Bicicleta/Peatones



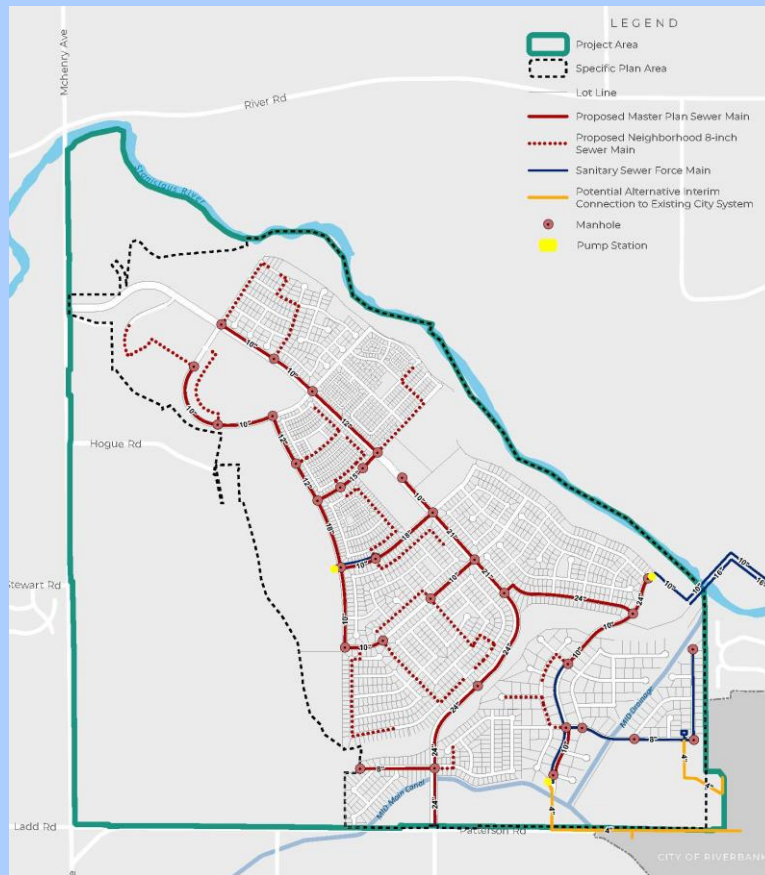
Plan Específico – Agua



- El Plan Maestro incluye líneas principales de 12"
- Los vecindarios incluyen líneas principales de 8"
- Tanque de agua de 2 millones de galones
- 3 Pozos
- Estación reguladora de presión
- Se mantendrá el regadío agrícola existente



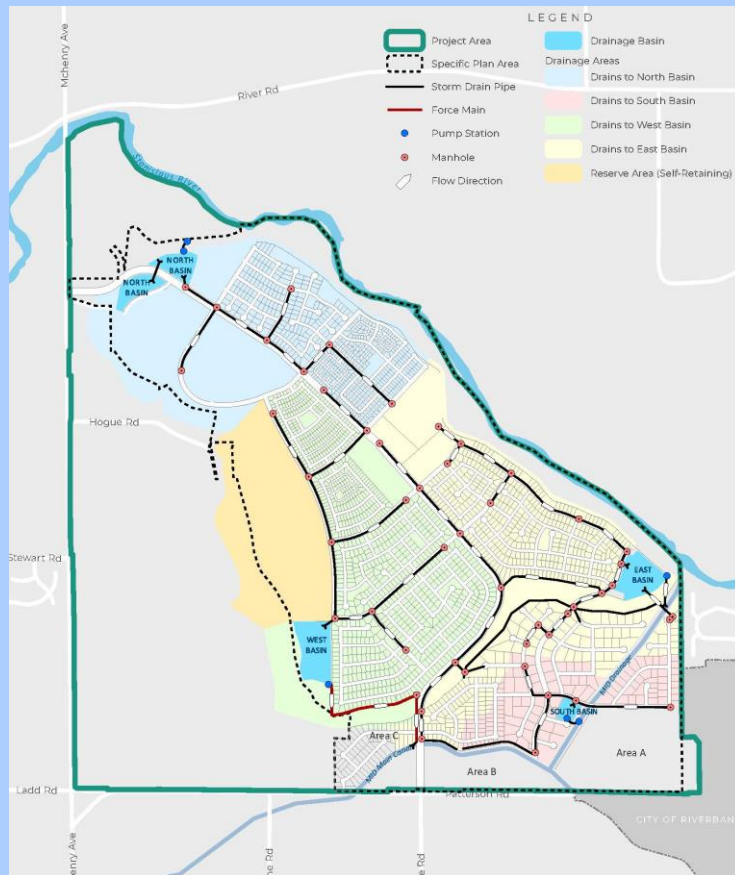
Plan Específico – Alcantarillado



- Tres estaciones de bombeo (Estación de Bombeo Noreste, Sur y Oeste).
- Sistema de flujo por gravedad: red de alcantarillado de 24", 18", 15", 12", 10" y 8"
- La red de alcantarillado por gravedad transporta las aguas residuales a una de las tres estaciones de bombeo, la descarga final fluye a la estación de bombeo del noreste.
- Línea de alcantarillado fuera del sitio (1.4 millas hasta la PTAR): tubería principal de fuerza de 10" y una tubería principal de fuerza de 16".



Plan Específico – Drenaje



- **Cuenca Norte:** Cuenca hidrográfica de 214 acres con dos cuencas conectadas con un total de 6.2 acres/24.9 acres-pie de capacidad. Dos alternativas: 1) Zanja de infiltración (drenajes franceses aprox. 4,850 LF, 6'Wx8'D), o 2) Estación de bombeo descargando al río Stanislaus a un flujo de 2,365 GPM.
- **Cuenca Oeste:** Cuenca hidrográfica de 226 acres con cuenca de 7.3 acres/capacidad de 28.5 acres-pie. Descarga de la Estación de Bombeo al Canal Principal MID a un caudal de 2,583 GPM.
- **Cuenca Este:** Cuenca hidrográfica de 231 acres con cuenca de 5.8 acres/capacidad de 25.8 acres-pie. Descarga de la estación de bombeo al drenaje MID Spenker a un caudal de 2,335 GPM.
- **Cuenca Sur:** Cuenca hidrográfica de 68 acres con una cuenca de 1.2 acres / capacidad de 6.3 acres-pie. Descarga de la estación de bombeo al drenaje MID Spenker a un flujo de 573 GPM.



Derechos del Proyecto solicitado

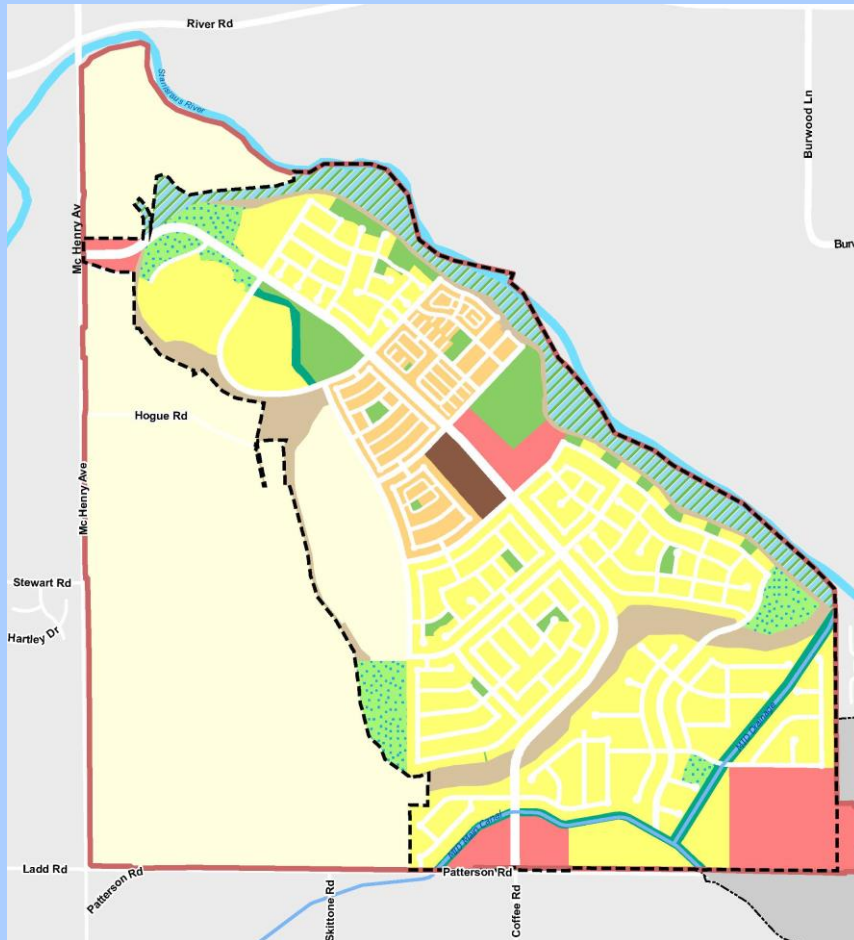


Aplicaciones de derechos para el Proyecto:

- Enmienda a la Esfera de Influencia
- Actualización/Enmienda de la Revisión de Servicios Municipales,
- Modificación del Plan General
- Zonificación previa,
- Anexión
- Plan Específico,
- Plan de Vehículos Eléctricos del Vecindario,
- mapas de subdivisión tentativas,
- Acuerdo de Desarrollo,
- Futuro: Mapas Finales, Planes de Mejora, Planos de Nivelación, Permisos de Construcción, Permisos de Uso Condicional, Revisión del Plano del Sitio/Diseño.



Modificación del Plan General



Legend

ProjectArea	Mixed Use
Parcel Boundary	Park
City of Riverbank	Dual Use Park/Ponding Basin
Reserve	Buffer/Greenway/Open Space - Bluff
Low Density Residential	Buffer/Greenway/Open Space - Canal
Medium Density Residential	Buffer/Greenway/Open Space - River Park
High Density Residential	

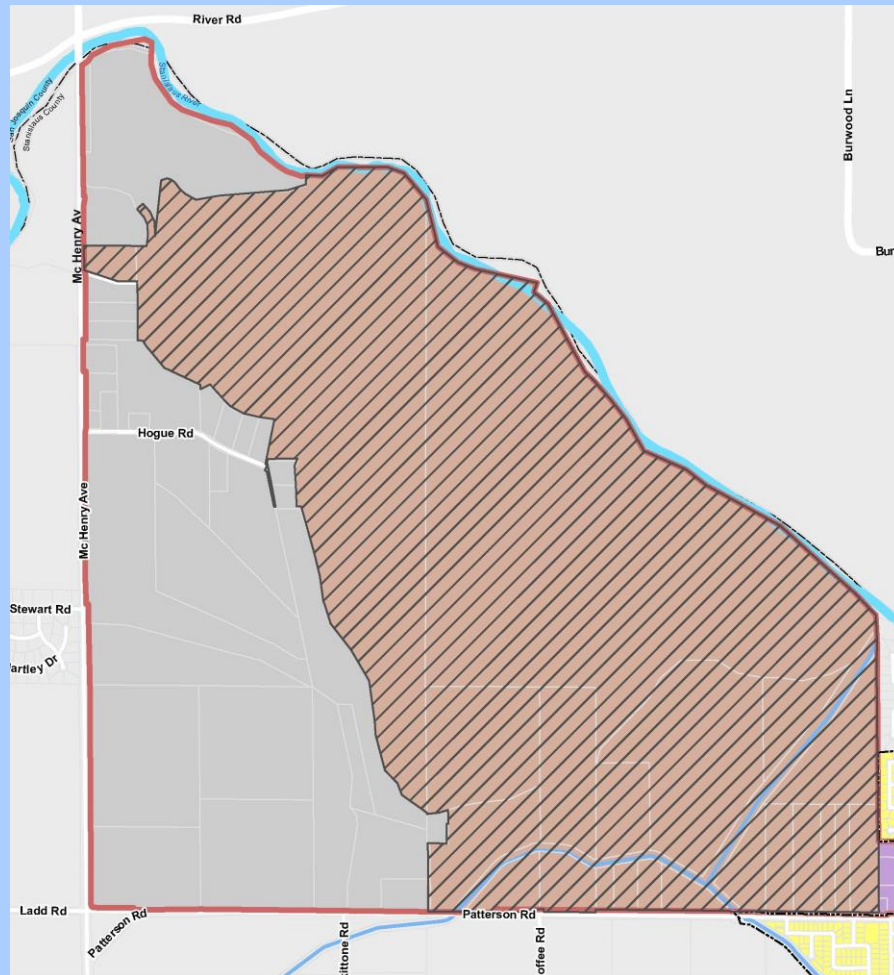
Sources: Stanislaus County GIS. Map date: May 28, 2021.

PROPUESTA DE USO DEL SUELO	ACRES SIG
BGOS - Acantilado	68.53
BGOS - Canal	23.34
BGOS - Parque del Río	69.77
Doble uso de parque/estanque	41.01
HDR	10.02
LDR	467.18
MDR	78.70
Uso mixto	76.76
Parque	43.34
Reserva	579.39
Derechos de paso	63.37
Total	1,521.41

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Zonificación Previa

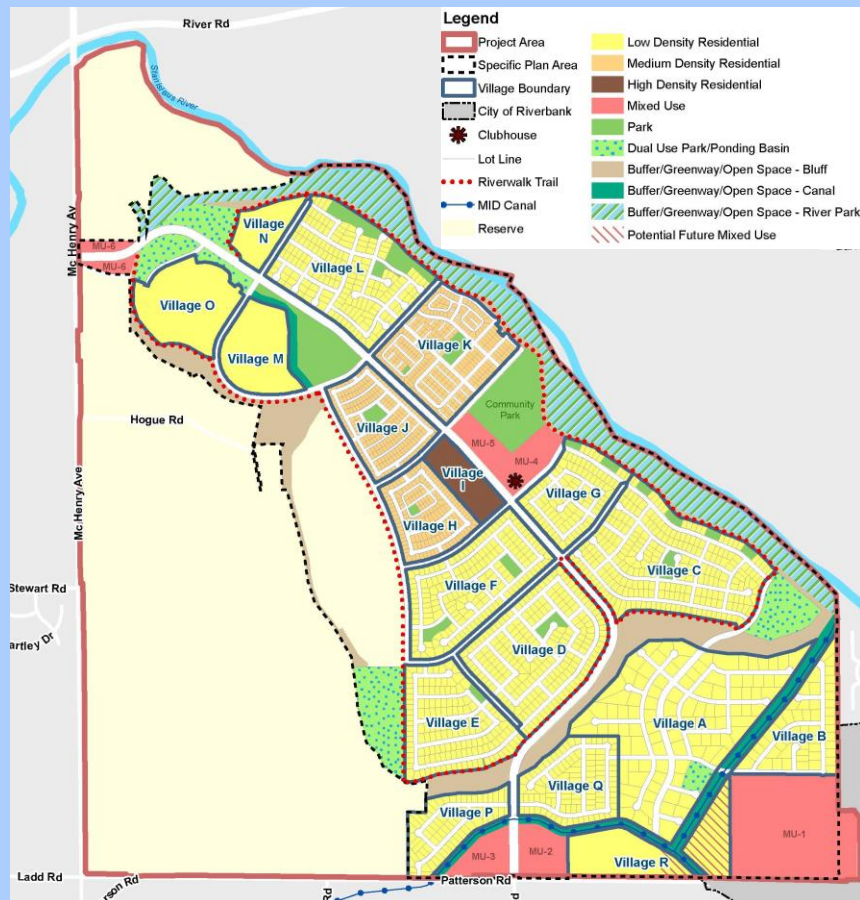


Legend

	Project Area	Proposed Zoning Designation
	Specific Plan Area	 Mixed Use (CX-1)
	City of Riverbank	 Single Family Residential (R-1)
		 Specific Plan Area
		 Unassigned



Plan Específico – Resumen de Uso de Suelo



SÍMBOLO DEL MAPA	SUPERFICIE EN ACRES	RANGO DE DENSIDAD	UNIDAD ESTIMADA O RANGO DE SF
LDR – Residencial de baja densidad	467.18	0 – 8 du/ac	1,550
MDR – Residencial de baja densidad	78.70	8 – 16 du/ac	702
HDR – Residencial de alta densidad	10.02	16 + du/ac	180
MU – Uso mixto (fuera del núcleo de la comunidad)	58.39	16 + du/ac 0.25 FAR	0 – 350 du 275,000-635,000 sf
MU – Uso mixto (dentro del núcleo de la comunidad)	5.35	16 + du/ac 0.50 FAR	0 – 100 du 110,000-220,000 sf
MU – Uso mixto(Clubhouse)	8.01	0.50 FAR	20,000 sf
Parque	43.34	N/A	N/A
B/G/OS - Acantilado	68.53	N/A	N/A
B/G/OS - Canal	23.34	N/A	N/A
B/G/OS - Parque del Río	69.77	N/A	N/A
Parque - Cuenca de Estanque	41.01	N/A	N/A
Reserva	60.17	N/A	N/A
ROW	63.37	N/A	N/A
TOTAL	997.18	--	2,432 – 2,682 du 375,000 – 875,000 sf



Proceso de Revisión Medioambiental (EIR)



¿Qué es un EIR?

- Un documento informativo que describe los efectos medioambientales anticipados de la implementación de un proyecto, según lo requerido por CEQA.
- Actúa como un foro para la participación pública en el proceso de revisión medioambiental.
- Un EIR incluye medidas de mitigación para reducir los posibles impactos medioambientales adversos.
- Un EIR no aboga por ni promueve el proyecto.



Proceso Público NOP



- Se circuló el NOP el 4 de junio de 2021
 - SCH, Agencias Estatales, Agencias Locales, Ciudadanos
- La reunión de determinación de alcance se llevó a cabo el 17 de junio de 2021
- Las preocupaciones planteadas en respuesta al NOP se consideraron durante la preparación del Borrador de EIR.



NOP – Áreas de Preocupación



Durante el proceso de NOP/Determinación del alcance se plantearon las siguientes preocupaciones:

- Pérdida de tierras agrícolas productivas y suelos agrícolas productivos
- Desarrollo urbanístico dentro de una llanura aluvial
- Protección y preservación de los recursos culturales tribales potenciales
- Aumento del tráfico en las carreteras locales y regionales, y en el acceso al sitio
- Aumento del ruido operativo
- Prestación de servicios públicos, incluida la construcción de infraestructuras
- Eliminación de la vegetación y el hábitat de especies del sitio
- Fuente de agua para el proyecto propuesto y posibles efectos relacionados con la recarga de aguas subterráneas
- Fuentes elevadas de emisiones de gases de efecto invernadero
- Expansión del SOI de la ciudad
- Impactos potenciales que inducen el crecimiento
- Posibles impactos relacionados con la salud derivados de las emisiones de contaminantes criterio y las emisiones de gases de efecto invernadero
- Posible liberación de materiales peligrosos durante la construcción y la operación
- Peligros potenciales asociados con los productos químicos residuales de la agricultura



DEIR - Temas abordados en el EIR



En el Borrador del EIR se analizaron los siguientes temas medioambientales:

- Estética y recursos visuales
- Recursos agrícolas
- Calidad del aire
- Recursos biológicos
- Recursos culturales y tribales
- Geología y suelos
- Gases de efecto invernadero/Clima/Energía
- Riesgos y materiales peligrosos
- Hidrología y calidad del agua
- Uso del suelo/Población/Vivienda
- Ruido
- Población y vivienda
- Servicios públicos y recreación
- Transporte y circulación
- Suministros públicos



DEIR - Alternativas



En el Borrador de EIR se analizaron las siguientes alternativas:

- **Alternativa sin proyecto (sin construcción):** El desarrollo del área del plan no ocurriría y el área del plan permanecería en su condición actual.
- **Alternativa de densidad aumentada:** El Proyecto propuesto se desarrollaría con las mismas comodidades que se describen en la Descripción del Proyecto, pero se aumentaría la densidad de los usos residenciales y la huella total del desarrollo sería igual al Plan Específico propuesto.
- **Alternativa de menor densidad:** El proyecto propuesto se desarrollaría de tal manera que promueva lotes de mayor tamaño y reduzca la huella general de las áreas construidas.
- **Alternativa sin reserva:** El Proyecto propuesto se desarrollaría con las mismas comodidades que se describen en la Descripción del Proyecto, pero el Área de Reserva ubicada fuera del Área Específica del Plan se eliminaría del Área del Proyecto.



DEIR – Mitigación



Se crearon cuarenta y tres Medidas de Mitigación para reducir los "Impactos Potenciales" relacionados con los siguientes temas:

- Recursos agrícolas
- Calidad del aire
- Recursos biológicos
- Recursos culturales
- Geología/Suelos
- Emisiones de gases de efecto invernadero
- Peligros/riesgos
- Emisiones de gases de efecto invernadero
- Materiales peligrosos
- Hidrología/Calidad del Agua
- Ruido
- Instalaciones públicas
- Transporte y circulación
- Suministros públicos



DEIR – Impactos SU



Se identificaron impactos significativos e inevitables para los siguientes temas:

Impactos del Proyecto

- Recursos estéticos y visuales
- Recursos agrícolas
- Emisiones de gases de efecto invernadero
- Ruido
- Instalaciones públicas (construcción de nuevos parques/instalaciones recreativas)
- Transporte y circulación (VMT)
- utilidades (construcción de nuevas utilidades Publicas)

Impactos acumulativos

- Recursos estéticos y visuales
- Recursos agrícolas
- Calidad del aire
- Recursos biológicos
- Cambio climático
- Ruido
- Instalaciones públicas (construcción de nuevos parques/instalaciones recreativas)
- Transporte y circulación (VMT)
- utilidades (construcción de nuevas utilidades Publicas)



DEIR – Revisión pública



- El período de revisión pública de 45 días finaliza el 18 de marzo de 2024
- Los comentarios deben presentarse por escrito:
 - Por correo electrónico
 - Por correo postal



Próximos pasos

- Borrador público del EIR: el período de revisión y comentarios públicos de 45 días cierra el 18 de marzo de 2024.
- EIR final: Respuestas escritas a los comentarios y cualquier cambio realizado al Borrador del EIR.
- Plan Específico Final: Revisiones del texto y de las figuras.
- Audiencias de la Comisión de Planificación y del Consejo Municipal
 - Audiencias para certificar el EIR
 - Audiencias para considerar el plan específico final y las solicitudes de subvenciones
- Audiencias LAFCo
 - Actualización/enmienda del MSR
 - Audiencias para considerar la expansión de SOI
 - Audiencias para considerar la anexión



Información clave

El borrador del EIR está disponible para su revisión en la ciudad de Riverbank. Una copia electrónica está disponible en el sitio web de la Ciudad

www.riverbank.org/609/River-Walk.

Los comentarios pueden enviarse a Miguel Galvez a:

riverwalk@riverbank.org

O:

Miguel Galvez, Contract City Planner
Planning, City Hall South
6707 3rd Street, Suite A
Riverbank, CA 95367



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date: February 27, 2024

Subject: Resolution Authorizing the City Manager to Negotiate and Finalize a Standard Industrial/Commercial Single-Tenant Lease Agreement for the Lease of 6436 Oakdale Road for the Future Site of Riverbank City Hall

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider authorizing the City Manager to negotiate and finalize a Standard Industrial/Commercial Single-Tenant Lease Agreement for 6436 Oakdale Road.

SUMMARY

Due to spatial constraints at the existing City Hall North and City Hall South buildings, staff has been evaluating vacant buildings and land within the city that would be suitable for relocating City Hall. Over the past several months, the City has been in discussions with the property owner of 6436 Oakdale Road which was identified as a suitable site to house our future city hall. Tonight's item would authorize the City Manager to continue negotiations with the property owner and finalize a Lease if both parties reach a mutual agreement.

BACKGROUND

In June 2018, the City Council established a Strategic Plan Objective to "conduct a spatial analysis of all city facilities..." Over the past several years it has been evident that the City has outgrown its current facilities. With the population growth that is anticipated to occur in the near future, the City Council thought it would be prudent to develop long-term plans to accommodate the growth in City staff that would be needed to serve our growing community.

In preparation for the study, all departments prepared short- and long-term staffing needs. These projections were used by the consulting team of Indigo Hammond + Playle

Architects, LLP in order to determine the spatial needs for city offices. It became evident that City Hall North and City Hall South do not have sufficient space to adequately meet the needs of each of the departments, now or in the near future.

In February 2020 Indigo Hammond + Playle Architects, LLP presented a report (Attachment A) to the City Council presenting interim solutions that would help to alleviate the spatial constraints within the two existing City Hall buildings. Unfortunately, the COVID-19 pandemic reached California the following month and these interim solutions were not explored. Post-pandemic, the City has continued to grow and these interim solutions are no longer viable options therefore we continued to explore a long-term solution that would be suitable for our needs.

Due to the pandemic, many companies moved towards having their employees work remotely. Such was the case for Telecontact Resource Services, which was the telemarketing firm located at 6436 Oakdale Road. To this day, the employees of this company have continued to work remotely and therefore the majority of the site has been vacant for quite some time. The property owner has rented out smaller sections of the site to individual organizations but has never fully rented out the entire space.

With $\pm$ 42,000 square feet of space, 6436 Oakdale Road has been identified as a suitable space for relocating City Hall. The building has sufficient space to accommodate all departments currently located in City Hall North and City Hall South including Planning, Building, Finance, Development Services Administration, Recreation, Housing, and Administration. In addition, it would provide sufficient space for a new Council Chambers that would allow for an expanded capacity than that which is currently available.

TENTATIVE AGREEMENT

As previously discussed, the City has been in discussions with the property owner of 6436 Oakdale Road and has reached a tentative agreement on the following terms:

PREMISES:	Option #1 (Approx. $\pm$ 27,462 sf) and Option #2 ($\pm$ 42,000) below consisting of part or all of 42,000 SF free standing office building known as 6436 Oakdale Rd., Riverbank, CA
LANDLORD:	Built by Burt II, Inc.
TENANT:	City of Riverbank
USE:	City/Government Offices and Related Uses
INITIAL LEASE TERM:	Twenty (20) Years
OPTION TO EXTEND:	Two (2) Ten Year Options to Extend

BASE RENT SCHEDULE:

"OPTION #1" ±27,462 sf

YEARS 1-3: Commencing November 1, 2024:

Year 1: \$1.15 psf NNN or \$31,581.00 per month
Year 2: \$1.30 psf NNN or \$35,700.00 per month
Year 3: \$1.45 psf NNN or \$39,820.00 per month

OPTION #2 ±42,000 sf (entire building)

YEARS 1-3 Commencing November 1, 2024

Year 1: \$0.85 psf NNN or \$35,700.00 per month
Year 2: \$1.05 psf NNN or \$44,100.00 per month
Year 3: \$1.10 psf NNN or \$46,200.00 per month

**ANNUAL
RENT
ADJUSTMENT
YEARS 4-20:**

The greater of 2% per annum or Local Bay Area CPI, not to exceed 5%.

American Event Center would execute a sublease agreement with the City of Riverbank, on a full-service basis (all operating expenses and utilities paid by City of Riverbank) American Event Center would be responsible for their interior maintenance and janitorial of their premise during any sublease term. Term of sublease agreement is anticipated to be 5 years.

In addition, American Event Center would prefer sole use of the small storage closet at the SEC of the building (adjacent to Event Center and continued (shared) use of the kitchen/breakroom sink/dishwasher after each event.

**EFFECTIVE
LEASE DATE:**

Upon execution by both Landlord and Tenant, expected to be immediately after City Council Approval (November 14th Hearing).

**OCCUPANCY or
TURNOVER DATE:**

June 1, 2024
Tenant shall pay no base rent from Occupancy/Turnover Date through October 31, 2024. However, Tenant shall be responsible for all operating expenses and utilities associated with the property.

**RENT COMMENCEMENT
DATE:**

November 1, 2024

SECURITY DEPOSIT: None

**CONDITION
OF PREMISES:** As – Is

NNN LEASE: Tenant shall be responsible for all operating expenses associated with property, including but not limited to Property Taxes, Building Insurance, Common Areas, Roof, Structure, and all utilities associated with premise. Regarding Option #1 above, In the event Landlord is occupying a portion of premise, Landlord will reimburse Tenant with Landlords estimated fair share of PG&E (gas/electric) as there are not separate meters.

SIGNAGE: Tenant at Tenant's sole expense, and subject to Landlord review and approval shall have the right to place signage on property.

**ROFR – RIGHT
OF FIRST
RIGHT TO
PURCHASE:** Tenant desires to purchase property within the first thirty – six (36) months of lease. There is no predetermined fixed purchase price as part of the lease. Tenant and Landlord shall negotiate a purchase when parties agree to do so. Neither party shall be bound to Buy or Sell, both parties must mutually agree to the price and further terms and conditions of the any purchase.

Tenant shall have a ROFR for the first thirty-six months of the lease. In the event Landlord chooses to sell or is presented with an unsolicited purchase offer, Landlord shall grant Tenant a one-time ROFR to purchase the property. Landlord shall provide Tenant with the Price and Terms acceptable to Landlord and Tenant shall have Thirty (30) Days to accept. If Tenant chooses not to accept those terms and does not otherwise negotiate an acceptable deal with Landlord (within 30 days) Tenant's ROFR shall become null and void.

**ITEMS SUBSEQUENT
TO TENANT PURCHASE:** If City of Riverbank closes escrow on property, Built by Burt II, Inc, eContact Live, or American Event Center shall have the right to the following:

Continued, uninterrupted use and operation of its Data/Servers in Server Room for up to Ten (10) years, rent free. Built by Burt II, Inc, eContact Live, or American Event Center shall be responsible for any costs associated with maintaining/repairing/removing their Data/Server equipment.

The right to rent back the Event Center space for a period not to exceed Sixty (60) Months from City of Riverbank closing escrow. Rent shall be the same rent schedule as agreed in sublease

agreement if City of Riverbank leases the entire property. Parties could decide to extend the lease if Tenant delays expansion plans into Event Center (for council chambers or other).

STRATEGIC PLAN

This item is directly related to the City Council’s Strategic Plan Objective to “Research feasibility of a new City Hall to accommodate current and future needs.”

FINANCIAL IMPACT

Depending on the ultimate Option selected, lease payments would be as follows:

“OPTION #1” **±27,462 sf**

YEARS 1-3: Commencing November 1, 2024:

Year 1: \$1.15 psf NNN or \$31,581.00 per month
Year 2: \$1.30 psf NNN or \$35,700.00 per month
Year 3: \$1.45 psf NNN or \$39,820.00 per month

OPTION #2 **±42,000 sf (entire building)**

YEARS 1-3 Commencing November 1, 2024

Year 1: \$0.85 psf NNN or \$35,700.00 per month
Year 2: \$1.05 psf NNN or \$44,100.00 per month
Year 3: \$1.10 psf NNN or \$46,200.00 per month

Lease payments will be budgeted from the various funding sources impacted including, but not limited to, the General Fund, Sewer Operating Fund, Water Operating Fund, and System Development Fee Fund General Government.

ATTACHMENTS

- 1. Resolution 2024-XXX
- 2. Attachment A: Indigo Hammond + Playle Architects, LLP Interim Consultant Report Executive Summary, Current and Near Future City Staff Redeployment
- 3. Letter of Intent
- 4. DRAFT: Standard Industrial/Commercial Single-Tenant Lease - Net

CITY OF RIVERBANK

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE A
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE AGREEMENT
FOR THE LEASE OF 6436 OAKDALE ROAD FOR THE FUTURE SITE OF
RIVERBANK CITY HALL**

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

WHEREAS, in June 2018 the City Council established a Strategic Plan Objective to “conduct a spatial analysis of all city facilities”; and

WHEREAS, the firm of Indigo Hammond + Playle Architects, LLP performed a Spatial Needs Analysis where they evaluated the current and future staffing needs of the City and determined that additional space was required to accommodate future growth; and

WHEREAS, based on the recommendations of the Spatial Needs Analysis in August 2021 the City Council established a Strategic Plan Objective to “research feasibility of a new City Hall to accommodate current and future needs”; and

WHEREAS, based on the needs of the City it was determined that the site located at 6436 Oakdale Road would be a feasible location to re-locate the staff at City Hall North and City Hall South; and

WHEREAS, over the past year the City has been negotiating with the property owner and a Letter of Intent incorporated here as Exhibit A has been signed by both parties; and

WHEREAS, the City and the Property Owner continue to work on the final details of the Standard Industrial/Commercial Single-Tenant Lease – Net and therefore staff is requesting that the City Council provide authorization to the City Manager to finalize negotiations and prepare a final lease.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby authorize the City Manager to negotiate and finalize a Standard Industrial/Commercial Single-Tenant Lease Agreement for the lease of 6436 Oakdale Road for the future site of Riverbank City Hall.

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment(s): *Exhibit A – Letter of Intent*



HAMMOND+PLAYLE
ARCHITECTS, LLP

January 13, 2020

Interim Consultant Report Executive Summary, Current and Near Future City Staff Redeployment

The City has retained Indigo Hammond + Playle Architects to examine the City's space needs and staff deployment in most of its existing City facilities. The work is to consider current, near future and 2040 space needs and staff deployments including the possibility of a unitary City Hall and to make recommendations and conceptual plans for how to manage its current problems and future needs. It has been decided that due the City's current needs it was appropriate to present interim findings on the Current and Near Future situation.

Consultant has met with Department Heads, toured City facilities to observe working conditions and reviewed existing Staff Organization Chart. Then working with supervisory Staff, we have updated the Staff Org. Charts to reflect projected Near Future Staff Needs and Long Term Staff Needs that will be necessary to accommodate your growing City. Existing Conditions Floor Plans for each City facility studied have also been prepared. Based on our observations of conditions in both City Hall North and City Hall South we have determined that both buildings have significant problems that at a minimum impede the efficient delivery of City services.

To quantify future spatial needs, we have developed "graphic space standards" that reflect accepted best practice for workstations, administrative office spaces and support spaces. In our effort to create the various options for temporary solutions to the City's space problems we have not always been able to adhere to best practices but instead we have compromised to varying degrees to create affordable options that fit into existing buildings. Existing Conditions Plans, Near Future Plans and corresponding Budget Level cost estimates are attached below.

City Hall North which houses the City Council Chambers, City Managers Offices and the Parks and Recreation Headquarters is poorly laid out to serve the needs of both the staff and the public, the problems include:

- Council chambers are too small and lack provision of rudimentary security for Council meetings.
- Restrooms are inadequate, not accessible, and poorly located, forcing some staff to go outside to avoid disturbing the council chambers.
- There is insufficient space in the building to house the near future needs of both the City Managers offices and Parks and Recreation.

Recommendations:

- Parks and Recreation Department should be moved out of City Hall North to a rental space. To this end a Conceptual Tenant Improvement plan has been prepared that shows how Parks and Rec. could be deployed in a building currently available downtown (6800 Third St.).
- We have prepared 3 alternative Options for City Hall North (without Parks & Rec). Option 1 shows only upgraded code compliant restrooms and a few other minor changes. Option 2 shows a more complete reorganization to the building but leaves Council Chambers in their current location. . Option 3 makes the most of the building's existing shape, placing Council Chambers at south end, sharing a public lobby with Administration in the middle of the building.
- With all options there is enough room in the building to provide near future accommodations for both Administration and the smallish City Council Chambers.

City Hall South which houses the Finance Department and two of Development Services Department's sub-divisions – the Planning & Building Division and the Administrative Division – is severely inadequate, problems include:

- The building is severely overcrowded.
- The building lacks necessary security.
- Overcrowding compromises confidential data security.
- The overcrowding and inappropriate separation of the public service counter and staff work spaces disturb staff and create an inefficient work environment.
- There are no public restrooms.
- There is insufficient storage space and space for maps.

Recommendations:

- Finance Department should be moved out of City Hall South to a facility appropriate for its special security and data privacy needs. To this end a Conceptual Tenant Improvement plan has been prepared that shows how Finance could be deployed in a building currently available downtown (6800 Third St.).
- We have prepared two options for the Planning & Building Division and the Administrative Division to remain in City Hall South. While not optimal, the building could house the near future needs of these divisions with only minor changes.
- It is expected that these changes would significantly improve staff efficiency and morale as well as increase security.

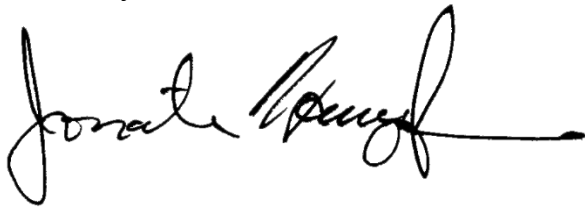
Public Works Corporation Yard currently has enough building space to accommodate its near future needs, but the new Maintenance Building will need remodeling to allow it to accommodate field staff growth and other needs.

Sheriff's Substation, the building has sufficient space to meet the Sheriff's Near Future space needs, however there is no secure parking and rapid exiting from the parking lot is dangerous.

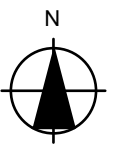
Recommendations:

We have assumed that, based on our discussions with the City, near future change will not be necessary for the Sheriff's facility. The development of 2040 needs projections will require a focused in depth study of the City's law enforcement needs and discussions with the County Sheriff that are beyond the scope of this study. If the Stanislaus County Sheriff continues to provide for Riverbank's policing needs there are two likely options. One would be to establish a substation on the west side of that railroad tracks. The other would be to have a new single facility on a larger site. Two areas for relocation are identified in this submittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan V. Hammond", with a long horizontal flourish extending to the right.

Jonathan V. Hammond



INDIGO | HAMMOND + PLAYLE ARCHITECTS, LLP
909 5TH STREET
DAVIS, CA 95616

CITY-WIDE SPACE USE & NEEDS ASSESSMENT CITY OF RIVERBANK, CALIFORNIA

DRAFT

1/13/2020
ADMINISTRATION DEPARTMENT
6707 THIRD STREET, STE. A
RIVERBANK, CA 95367



CITY OF RIVERBANK - ORGANIZATIONAL CHART - NEAR FUTURE

01/10/2020

DRAFT

83 TOTAL STAFF
28 NEW POSITIONS IN OFFICE
7 NEW POSITIONS IN FIELD

PO1

DEPARTMENTS

PO2

PO3

PO4

WS1

FW

City Manager
SEAN SCULLY

ADMINISTRATION
DEPARTMENT

15 TOTAL STAFF
9 NEW POSITIONS

FINANCE
DEPARTMENT

10 TOTAL STAFF
3 NEW POSITIONS

LRA
DEPARTMENT

2 TOTAL STAFF
2 NEW POSITIONS

PARKS & RECREATION
DEPARTMENT

14 TOTAL STAFF
3 NEW POSITIONS IN OFFICE
3 NEW POSITIONS IN FIELD

DEVELOPMENT
SERVICES
DEPARTMENT

9 TOTAL STAFF
4 NEW POSITIONS

8 TOTAL STAFF
3 NEW POSITIONS

25 TOTAL STAFF
4 NEW POSITIONS IN OFFICE
4 NEW POSITIONS IN FIELD

Asst. City Manager
MARISELA GARCIA

Admin. Serv.
Director

Sr. Management
Analyst/ City Clerk
ANABELLE AGUILAR

HR Manager
VACANT

Human Services Spec/
Admin Analyst II
NORMA TORRES
MANRIQUEZ

Sr. HR Analyst
CHERYL STEFANI

Public Information
Officer

Accounting
Manager
ANNA NICHOLAS

Housing & Eco.
Development
Specialist
VACANT

Administrative
Analyst
MELISSA HOLDAWAY

Superintendent

Dev. Services
Admin. Manager
KATHLEEN CLEEK

Recycling
Enforcement
Officer

Constructor
Inspector I
PETER LOLONIS

Project
Coordinator
LAURA GRAYBILL

Sr. Community
Development Specialist
JANET SMALLEN

Building Inspector I
MIGUEL ALANIZ

Associate Planner

Deputy
City Clerk

Personnel Tech.

Records
Coordinator

Admin.
Analyst

Admin.
Analyst

Media
Tech.

Accounting Tech.
CHRISTINA SPEERS

Accountant

Parks & Facilities
Maint. Supervisor
RON WERNER

Recreation
Supervisor
JULIA PETIT

Recreation
Coordinator

Constructor
Inspector

GIS Coordinator

Admin. Analyst/Muni
Services Coordinator

Neighborhood
Improvement Officer II
MICHELE GARCIA

Neighborhood
Improvement Officer I
MARK ELLENBURG

Building
Inspector II

City Mechanic
CURTIS MYER

Public Works
Supervisor
DAREN MARTIN

Water
Supervisor
ERIC TACKET

WWTP Supervisor
DARIN SMALLEN

Admin.
City Clerk

Account Clerk II
LINDA HARISON

Housing
Specialist

Administrative
Clerk II

Administrative
Intern (PT)
VACANT

Administrative
Assistant
JULISSA GARCIA

Building
Technician

Administrative
Intern (PT)
JUDY CASTANON

Account Clerk I
JESICA BARRAGAN

Account Clerk I
GERRICK FIGUEROA

Administrative
Clerk I
JUANITA ARGUMEDO

Account Clerk

FACILITY MAINT. DIVISION

PARKS DIVISION

Facilities
Maintenance
Worker

Sr. Parks
Maintenance Worker II
JORGE HEREDIA

Parks
Maintenance Worker II
EDDIE SIMAS

Maintenance
Worker I

Maintenance
Worker II

Sr. Maintenance
Worker
MELVIN BROOKS

Sr. Maintenance
Worker
JUAN VIGIL

Water Utility
Worker

Sr. Water
Utility Worker
CHIRS SMITH

Sr. Water
Utility Worker
OSCAR PADILLA

Sr. Parks
Maintenance Worker II
WAYNE SILER

Parks
Maintenance
Worker

Sr. Maintenance
Worker
MIGUEL TORRES

Sr. Maintenance
Worker
RIGOBERTO RAMOS

Water Utility
Worker

Sr. Water
Utility Worker
JOSE LOPEZ

Sr. Water
Utility Worker
WILLIAM SILVA

Sr. Parks
Maintenance
Worker

Sr. Parks
Maintenance Worker
DAVID MCDANIEL

Sr. Maintenance
Worker
ULISES CAMPOS

Sr. Maintenance
Worker
MATTHEW WYLIE

Water Utility
Worker

Sr. Water
Utility Worker
JOSE LOPEZ

Sr. Water
Utility Worker
WILLIAM SILVA

SHAPE CODE



FUTURE
STAFFING NEEDS



CURRENT
STAFFING NEEDS

WORK SPACE STANDARDS

PO1	Private Office	278 SF
PO2	Private Office	196 SF
PO3	Private Office	144 SF
PO4	Private Office	100 SF
WS1	Open Workstation	64 SF
FW	Field Work	0 SF

FUTURE SPACE REQUIREMENTS TABLE - NEAR FUTURE

DRAFT 01/10/2020

		(E) CITY HALL NORTH T.I.			(N) TENANT IMPROVEMENT	(N) TENANT IMPROVEMENT	(E) CITY HALL SOUTH T.I.		(E) CORP. YARD MAINT. BLDG.T.I.	(E) CORP. YARD OFFICE BLDG.T.I.
SUPPORT SPACE	SPACE STANDARDS	COUNCIL CHAMBERS (Assumes existing used)	ADMINISTRATION DEPARTMENT	LRA DEPARTMENT	FINANCE DEPARTMENT	PARKS & RECREATION DEPARTMENT	DEVELOPMENT SERVICES DEPARTMENT		DEVELOPMENT SERVICES DEPARTMENT	
							ADMINISTRATIVE DIVISION	PLANNING & BUILDING DIVISION	PUBLIC WORKS DIVISION	
BUILDING SUPPORT	MAINTENANCE	-			-	-	-	-	1,984	-
	SERVER ROOM	57			136	143	185		100	-
	MECHANICAL ROOM									-
	ELECTRICAL ROOM									-
	JANITOR ROOM	-			28	34	28		53	-
	SUBTOTAL	-			164	177	28		2,137	
STAFF SUPPORT	COFFEE BAR	36			24	40	-		40	-
	CONFERENCE ROOM	272			167	200	408		324	150
	MAP ROOM	-			-	-	137		-	-
	STORAGE	109			97	159	135		732	-
	QUIET ROOM & LACTATION	-			-	-	-		-	-
	BREAK ROOM	276			137	119	136		456	80
	COPY ROOM	63			68	72	52		83	81
	SUBTOTAL	756			493	590	868		1,635	311
LOBBY & RECEPTION	PUBLIC LOBBY	146			130	189	143		-	115
	SUBTOTAL	146			130	189	143		-	115
RESTROOMS	PUBLIC RESTROOM	215			67	70	64		691	-
	STAFF RESTROOM				154	154	259		-	59
	SUBTOTAL	215			221	224	323		691	59
SUPPORT SPACE SUBTOTAL		1,117			1,008	1,180	1,039		4,463	485
NEW WORKSPACE		932	1,426	340	772	665	648	606	516	601
CIRCULATION		978			442	348	714		1,245	182
WALLS (25%)		1,198			556	548	752		-	317
BUILDING SUBTOTALS		5,991			2,778	2,741	3,759		6,224	1,585

PARKING AREA REQUIRED	
STAFF PARKING	63
VISITOR PARKING (15%)	9
WORKERS IN FIELD PARKING	21

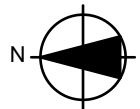


NO IMMEDIATE CHANGES ARE NECESSARY

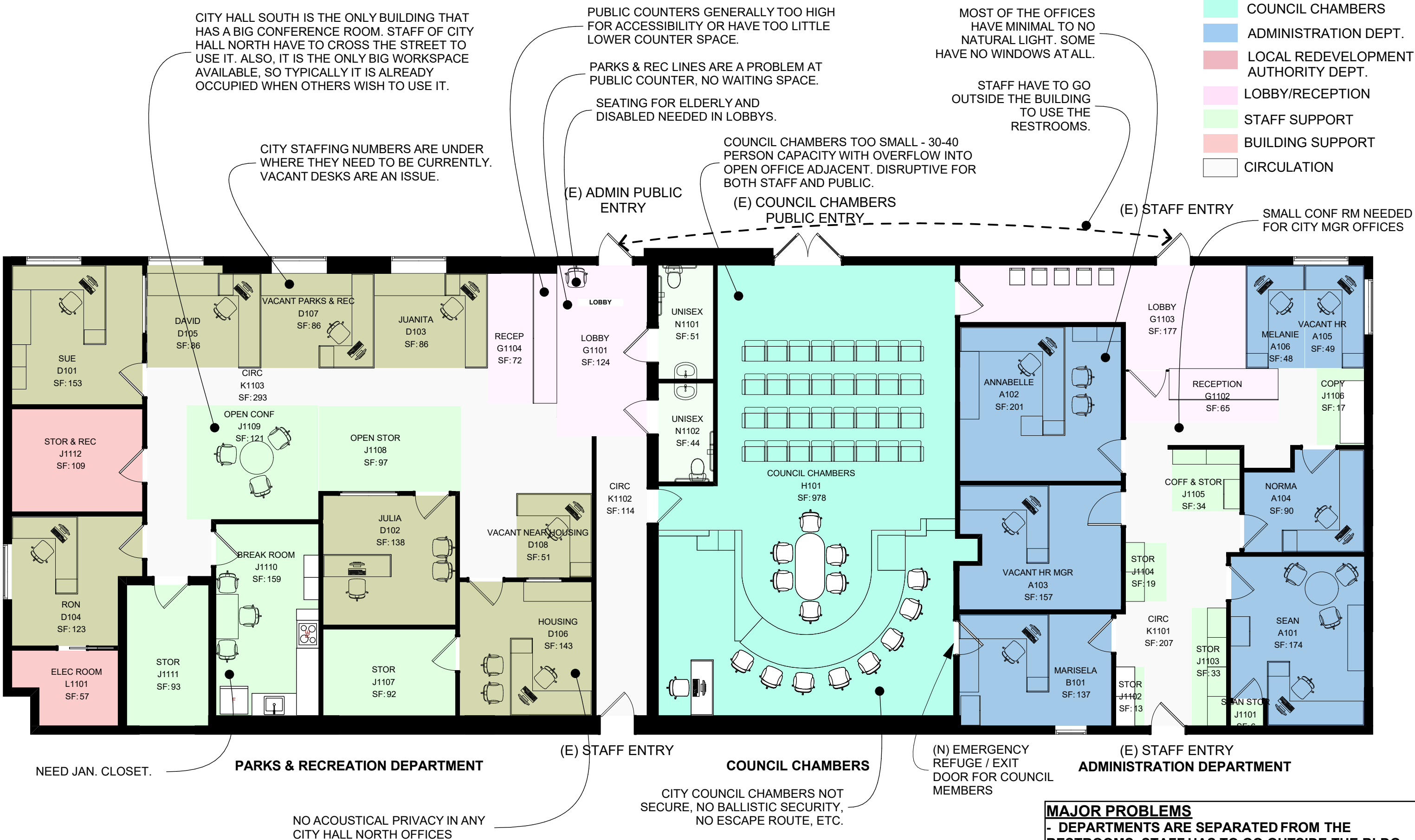
CITY HALL NORTH - EXISTING DEPLOYMENT -6707 3RD ST- FLOOR PLAN 2019 DRAFT

SCALE: 1/8" = 1'-0"

5,300 SF



- COUNCIL CHAMBERS
- ADMINISTRATION DEPT.
- LOCAL REDEVELOPMENT AUTHORITY DEPT.
- LOBBY/RECEPTION
- STAFF SUPPORT
- BUILDING SUPPORT
- CIRCULATION



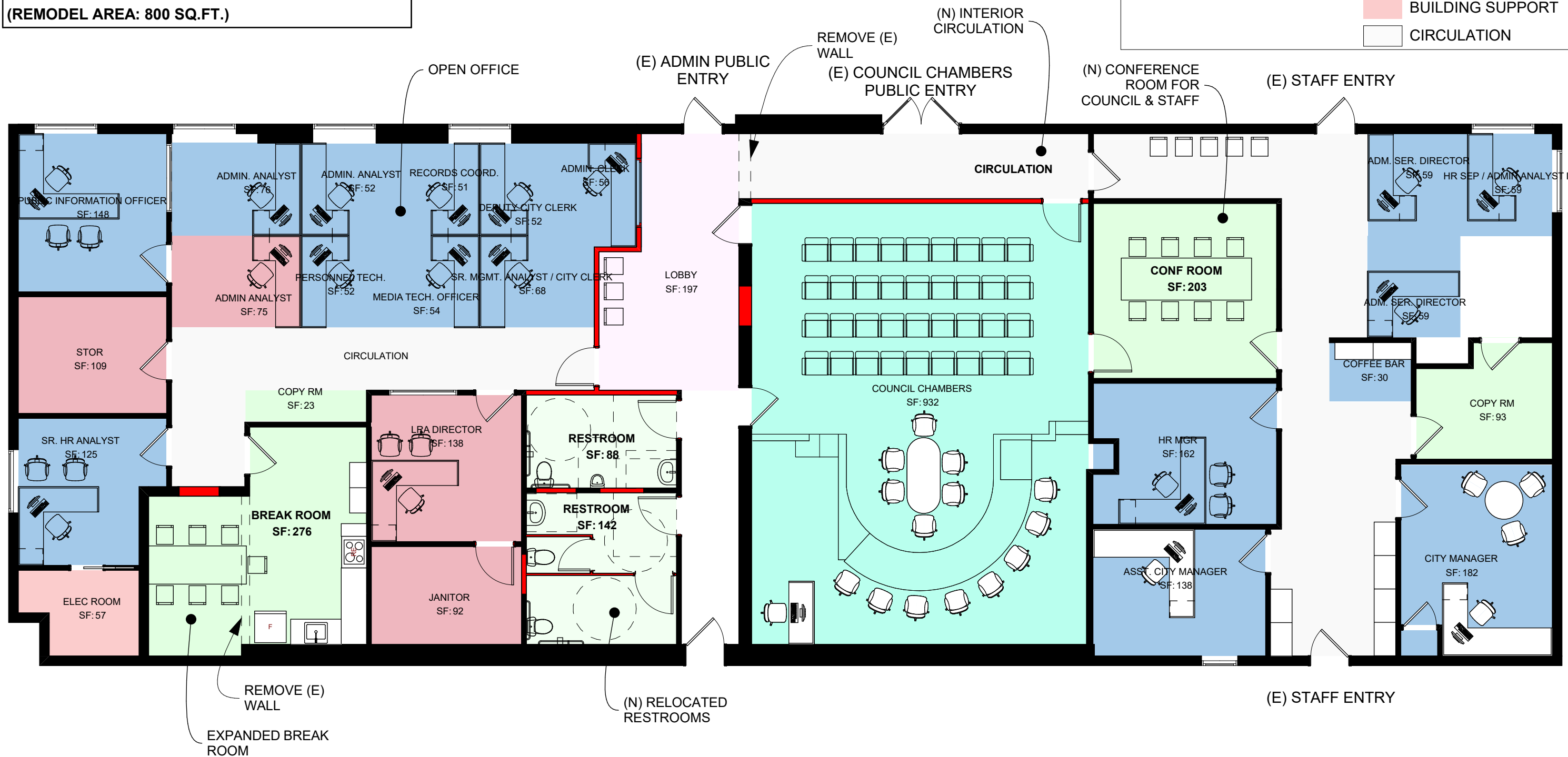
MAJOR IMPROVEMENTS

- PROVIDE INTERIOR CIRCULATION TO CONNECT ALL THE OFFICES AND RESTROOMS WITHOUT GOING OUT THE BLDG.
- PROVIDE CONFERENCE ROOM FOR COUNCIL & STAFF MEMBERS.
- ENLARGE PUBLIC RESTROOMS.
- ENLARGE BREAK ROOM.
- ENLARGE LOBBY.

(REMODEL AREA: 800 SQ.FT.)

LEGEND

	EXISTING WALL		COUNCIL CHAMBERS
	NEW WALL		ADMINISTRATION DEPT.
	EXISTING DOOR		LOCAL REDEVELOPMENT AUTHORITY DEPT.
	NEW DOOR		LOBBY/RECEPTION
			STAFF SUPPORT
			BUILDING SUPPORT
			CIRCULATION

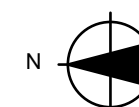
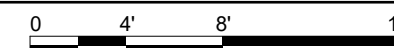


1 CITY HALL NORTH - NEAR FUTURE - OPTION 1 (THE CHEAPEST)

DRAFT

5,300 SF

SCALE: 1/8" = 1'-0"



RIVERBANK CITY HALL NORTH - NEAR FUTURE - OPTION 1 (CHEAPEST)

TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	800 SF	\$466		\$373,000	
Site Cost	1 LS	\$30,000	\$30,000		est. allowance
Building Cost	800 SF	\$300	\$240,000		est. allowance
Plumbing & Sanitary Improvements	230 SF	\$250	\$57,500		est. allowance
General Contractor Markup	800 SF	\$57	\$45,500		
General Conditions	5.5 %	\$270,000	\$14,850		on direct site + bldg costs
Overhead & Profit	10.0 %	\$270,000	\$27,000		on direct site + bldg costs
Bonds	1.34 %	\$270,000	\$3,618		on direct site + bldg costs
INDIRECT COSTS				\$127,200	
Fixtures, furnishings & equipment (FF&E) - loose	800 SF	\$40	\$32,000		est. allow. w/ Council chairs
Phones & IT equipment	800 SF	\$0	\$0		assumes none included
Plancheck & permits	0.50 %	\$373,000	\$1,865		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	24.0 %	\$373,000	\$89,520		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Building Deferred Maintenance	5,300 SF	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$373,000	\$3,730		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$373,000	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$50,400	
Escalation assumes 1 years to midpoint construction @ 3.5%/yr.	3.5 %	\$373,000	\$13,055		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$373,000	\$37,300		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$550,600	
Rounded for Fiscal Planning Purposes				\$550,000	est. allowance

1 Does not include land acquisition.

2 Does not include City staff time and overhead.

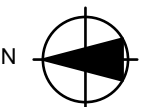
5 Does not include temporary relocation costs.

3 Does not include deferred maintenance cost (e.g., roof repair cost TBD).

4 Does not include construction management cost.

- PROVIDE INTERIOR CIRCULATION TO CONNECT ALL THE OFFICES AND RESTROOMS WITHOUT GOING OUT THE BLDG.
- PROVIDE BIG CONFERENCE ROOM WITH KITCHEN FOR COUNCIL & STAFF MEMBERS.
- ENLARGE PUBLIC RESTROOMS & PROVIDE UNISEX RESTROOM FOR STAFF USE.
- ENLARGE BREAK ROOM.
- ENLARGE LOBBY.
- PROVIDE PRIVATE OFFICES.
- PROVIDE WINDOWS FOR EVERY OFFICE.

	EXISTING WALL		COUNCIL CHAMBERS
	NEW WALL		ADMINISTRATION DEPT.
	EXISTING DOOR		LOCAL REDEVELOPMENT AUTHORITY DEPT.
	NEW DOOR		LOBBY/RECEPTION
			STAFF SUPPORT
			BUILDING SUPPORT
			CIRCULATION



RIVERBANK CITY HALL NORTH - NEAR FUTURE - OPTION 2 (MIDDLE)

TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	2,400 SF	\$336		\$806,100	
Site Cost	1 LS	\$30,000	\$30,000		est. allowance
Building Cost	2,400 SF	\$250	\$600,000		est. allowance
Plumbing & Sanitary Improvements	280 SF	\$250	\$70,000		est. allowance
General Contractor Markup	2,400 SF	\$44	\$106,100		
General Conditions	5.5 %	\$630,000	\$34,650		on direct site + bldg costs
Overhead & Profit	10.0 %	\$630,000	\$63,000		on direct site + bldg costs
Bonds	1.34 %	\$630,000	\$8,442		on direct site + bldg costs
INDIRECT COSTS				\$217,200	
Fixtures, furnishings & equipment (FF&E) - loose	2,400 SF	\$15	\$36,000		est. allowance
Phones & IT equipment	2,400 SF	\$10	\$24,000		est. allowance
Plancheck & permits	0.50 %	\$806,100	\$4,031		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	18.0 %	\$806,100	\$145,098		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Building Deferred Maintenance	5,300 SF	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$806,100	\$8,061		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$806,100	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$123,000	
Escalation assumes 1.5 years to midpoint construction @ 3.5%/yr.	5.3 %	\$806,100	\$42,320		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$806,100	\$80,610		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$1,146,300	
Rounded for Fiscal Planning Purposes				\$1,150,000	est. allowance

1 Does not include land acquisition.

2 Does not include City staff time and overhead.

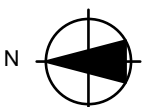
5 Does not include temporary relocation costs.

3 Does not include deferred maintenance cost (e.g., roof repair cost TBD).

4 Does not include construction management cost.

- RELOCATE & ENLARGE COUNCIL MEMBERS TO ONE SIDE OF THE BLDG WITH STORAGE ROOM.
- PROVIDE BIG CONFERENCE ROOM WITH KITCHEN FOR COUNCIL & STAFF MEMBERS.
- ENLARGE PUBLIC RESTROOMS & PROVIDE UNISEX RESTROOM FOR STAFF USE.
- ENLARGE BREAK ROOM.
- ENLARGE LOBBY.
- PROVIDE PRIVATE OFFICES.
- PROVIDE WINDOWS FOR EVERY OFFICE.

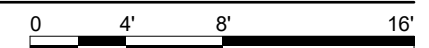
	EXISTING WALL		COUNCIL CHAMBERS
	NEW WALL		ADMINISTRATION DEPT.
	EXISTING DOOR		LOCAL REDEVELOPMENT AUTHORITY DEPT.
	NEW DOOR		LOBBY/RECEPTION
			STAFF SUPPORT
			BUILDING SUPPORT
			CIRCULATION



CITY HALL NORTH - NEAR FUTURE - OPTION 3 (THE MOST EXPENSIVE) **DRAFT**

5,300 SF

SCALE: 1/8" = 1'-0"



RIVERBANK CITY HALL NORTH - NEAR FUTURE - OPTION 3 (MOST EXPENSIVE)

TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	5,300 SF	\$262		\$1,386,600	
Site Cost	1 LS	\$30,000	\$30,000		est. allowance
Building Cost	5,300 SF	\$200	\$1,060,000		est. allowance
Plumbing & Sanitary Improvements	452 SF	\$250	\$113,000		est. allowance
General Contractor Markup	5,300 SF	\$35	\$183,600		
General Conditions	5.5 %	\$1,090,000	\$59,950		on direct site + bldg costs
Overhead & Profit	10.0 %	\$1,090,000	\$109,000		on direct site + bldg costs
Bonds	1.34 %	\$1,090,000	\$14,606		on direct site + bldg costs
INDIRECT COSTS				\$346,200	
Fixtures, furnishings & equipment (FF&E) - loose	5,300 SF	\$20	\$106,000		est. allowance
Phones & IT equipment	5,300 SF	\$10	\$53,000		est. allowance
Plancheck & permits	0.50 %	\$1,386,600	\$6,933		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	12.0 %	\$1,386,600	\$166,392		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Building Deferred Maintenance	5,300 SF	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$1,386,600	\$13,866		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$1,386,600	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$211,500	
Escalation assumes 1.5 years to midpoint construction @ 3.5%/yr.	5.3 %	\$1,386,600	\$72,797		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$1,386,600	\$138,660		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$1,944,300	
Rounded for Fiscal Planning Purposes				\$1,940,000	est. allowance

1 Does not include land acquisition.

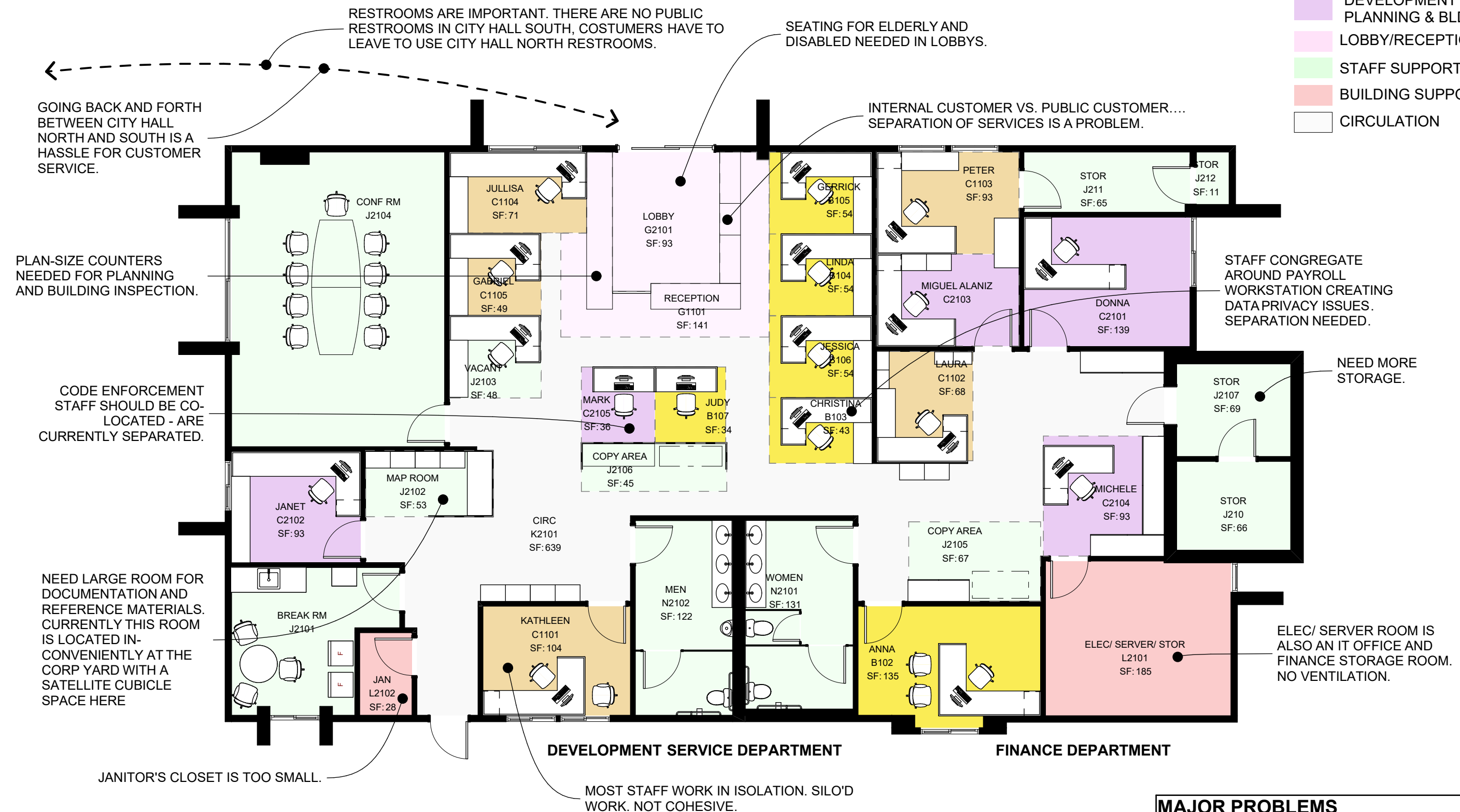
2 Does not include City staff time and overhead.

5 Does not include temporary relocation costs.

3 Does not include deferred maintenance cost (e.g., roof repair cost TBD).

4 Does not include construction management cost.

- FINANCE DEPT.
- DEVELOPMENT SERVICE DEPT. / ADMINISTRATIVE DIVISION
- DEVELOPMENT SERVICE DEPT. / PLANNING & BLDG. DIVISION
- LOBBY/RECEPTION
- STAFF SUPPORT
- BUILDING SUPPORT
- CIRCULATION



MAJOR PROBLEMS

- NO PUBLIC RESTROOMS.
- OPEN OFFICES WITHOUT PRIVACY, TOO CLOSE TO PUBLIC LOBBY.
- NEED MORE ROOM FOR DOCUMENTATION / MAPS.
- DEPARTMENTS ARE FRAGMENTED.

MAJOR IMPROVEMENTS

- ENLARGE LOBBY
- PROVIDE OPEN OFFICE WITH LOBBY PRIVACY.
- PROVIDE A NEW PRIVATE OFFICE.
- RELOCATE AND ENLARGE MAP ROOM.

(REMODEL AREA: 850 SQ.FT.)

LEGEND

	EXISTING WALL		DEVELOPMENT SERVICE DEPT. / ADMINISTRATIVE DIVISION
	NEW WALL		DEVELOPMENT SERVICE DEPT. / PLANNING & BLDG. DIVISION
	EXISTING DOOR		LOBBY/RECEPTION
	NEW DOOR		STAFF SUPPORT
			BUILDING SUPPORT
			CIRCULATION

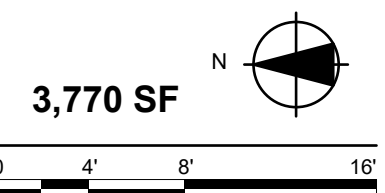


1

CITY HALL SOUTH - NEAR FUTURE - OPTION 1 (THE CHEAPEST)

DRAFT

SCALE: 1/8" = 1'-0"



RIVERBANK CITY HALL SOUTH - NEAR FUTURE - OPTION 1 (CHEAPEST)

TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	850 SF	\$392		\$333,000	
Site Cost	1 LS	\$30,000	\$30,000		est. allowance
Building Cost	850 SF	\$300	\$255,000		est. allowance
Plumbing & Sanitary Improvements	0 SF	\$250	\$0		assumes none included
General Contractor Markup	850 SF	\$56	\$48,000		
General Conditions	5.5 %	\$285,000	\$15,675		on direct site + bldg costs
Overhead & Profit	10.0 %	\$285,000	\$28,500		on direct site + bldg costs
Bonds	1.34 %	\$285,000	\$3,819		on direct site + bldg costs
INDIRECT COSTS				\$102,000	
Fixtures, furnishings & equipment (FF&E) - loose	850 SF	\$10	\$8,500		est. allowance
Phones & IT equipment	850 SF	\$10	\$8,500		est. allowance
Plancheck & permits	0.50 %	\$333,000	\$1,665		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	24.0 %	\$333,000	\$79,920		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Building Deferred Maintenance	3,770 SF	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$333,000	\$3,330		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$333,000	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$45,000	
Escalation assumes 1 years to midpoint construction @ 3.5%/yr.	3.5 %	\$333,000	\$11,655		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$333,000	\$33,300		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$480,000	
Rounded for Fiscal Planning Purposes				\$480,000	est. allowance

1 Does not include land acquisition.

2 Does not include City staff time and overhead.

5 Does not include temporary relocation costs.

3 Does not include deferred maintenance cost (e.g., roof repair cost TBD).

4 Does not include construction management cost.

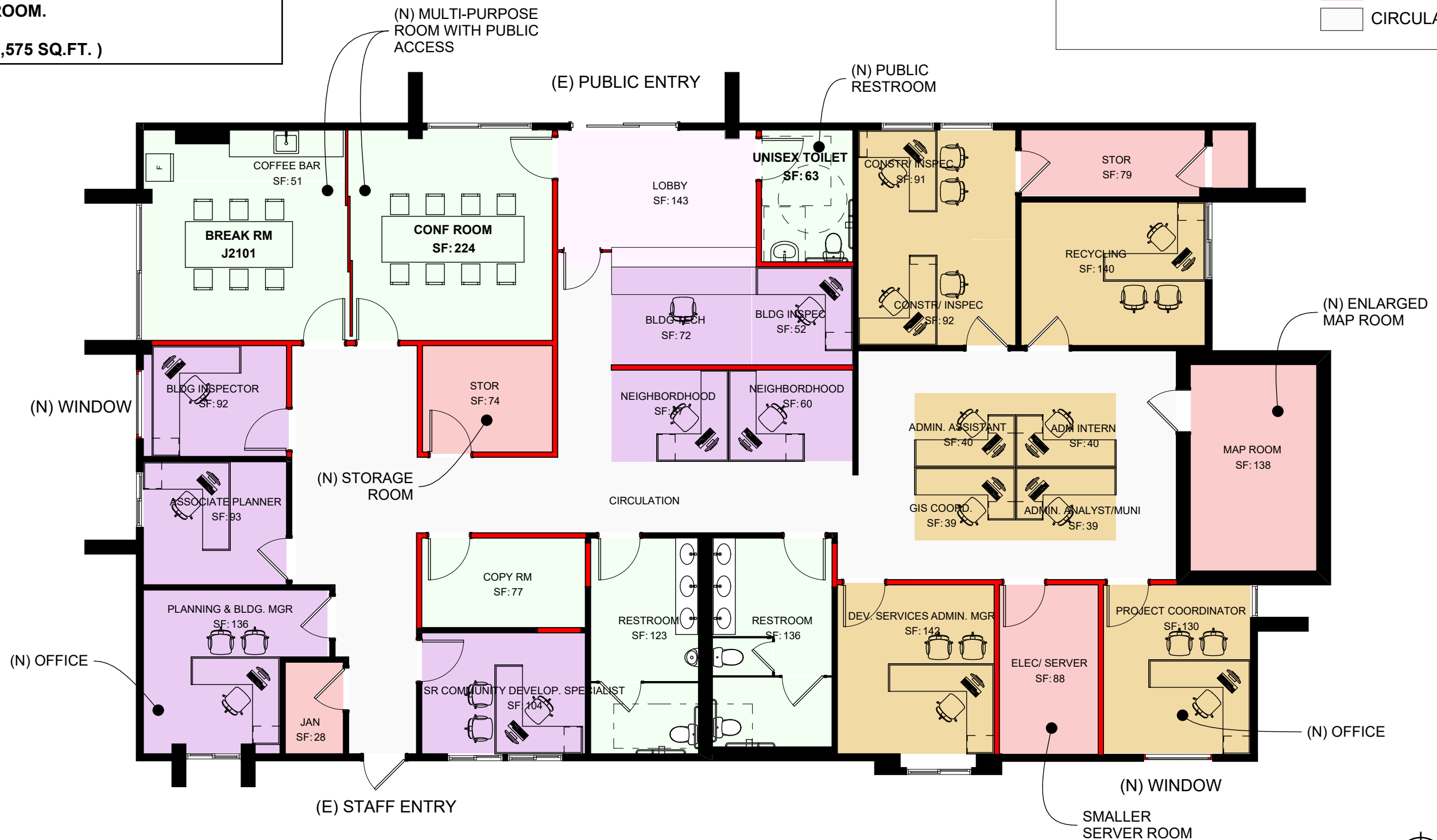
MAJOR IMPROVEMENTS

- RELOCATE AND ENLARGE BREAK ROOM AND CONFERENCE ROOM. FLEXIBLE MULTI-PURPOSE ROOM WITH PUBLIC ACCESS.
- PROVIDE OPEN OFFICE WITH LOBBY PRIVACY.
- PROVIDE PUBLIC RESTROOM.
- PROVIDE 2 NEW PRIVATE OFFICES.
- RELOCATE AND ENLARGE MAP ROOM.
- SMALLER SERVER ROOM.
- ENLARGE STORAGE ROOM.
- ENLARGE COPY ROOM.

(REMODEL AREA: 1,575 SQ.FT.)

LEGEND

	EXISTING WALL		DEVELOPMENT SERVICE DEPT. / ADMINISTRATIVE DIVISION
	NEW WALL		DEVELOPMENT SERVICE DEPT. / PLANNING & BLDG. DIVISION
	EXISTING DOOR		LOBBY/RECEPTION
	NEW DOOR		STAFF SUPPORT
			BUILDING SUPPORT
			CIRCULATION

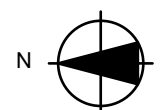
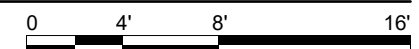


2

CITY HALL SOUTH - NEAR FUTURE - OPTION 2 (THE MOST EXPENSIVE) **DRAFT**

SCALE: 1/8" = 1'-0"

3,770 SF



RIVERBANK CITY HALL SOUTH - NEAR FUTURE - OPTION 2 (MOST EXPENSIVE)

TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	1,575 SF	\$324		\$510,900	
Site Cost	1 LS	\$30,000	\$30,000		est. allowance
Building Cost	1,575 SF	\$250	\$393,750		est. allowance
Plumbing & Sanitary Improvements	63 SF	\$250	\$15,750		est. allowance
General Contractor Markup	1,575 SF	\$45	\$71,400		
General Conditions	5.5 %	\$423,750	\$23,306		on direct site + bldg costs
Overhead & Profit	10.0 %	\$423,750	\$42,375		on direct site + bldg costs
Bonds	1.34 %	\$423,750	\$5,678		on direct site + bldg costs
INDIRECT COSTS				\$146,900	
Fixtures, furnishings & equipment (FF&E) - loose	1,575 SF	\$20	\$31,500		est. allowance
Phones & IT equipment	1,575 SF	\$10	\$15,750		est. allowance
Plancheck & permits	0.50 %	\$510,900	\$2,555		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	18.0 %	\$510,900	\$91,962		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Building Deferred Maintenance	3,770 SF	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$510,900	\$5,109		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$510,900	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$78,000	
Escalation assumes 1.5 years to midpoint construction @ 3.5%/yr.	5.3 %	\$510,900	\$26,822		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$510,900	\$51,090		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$735,800	
Rounded for Fiscal Planning Purposes				\$740,000	est. allowance

1 Does not include land acquisition.

2 Does not include City staff time and overhead.

5 Does not include temporary relocation costs.

3 Does not include deferred maintenance cost (e.g., roof repair cost TBD).

4 Does not include construction management cost.

PARKS & REC - MAJOR IMPROVEMENTS

- PROVIDE BIG LOBBY AND SMALL OPEN OFFICE.
- PROVIDE PUBLIC UNISEX RESTROOM & STAFF RESTROOMS.
- PROVIDE PRIVATE OFFICES.
- INSTALL BIG STORAGE ROOM.
- BUILD CONFERENCE ROOM, BREAK ROOM & COPY ROOM.

(REMODEL AREA: 2,500 SQ.FT.)

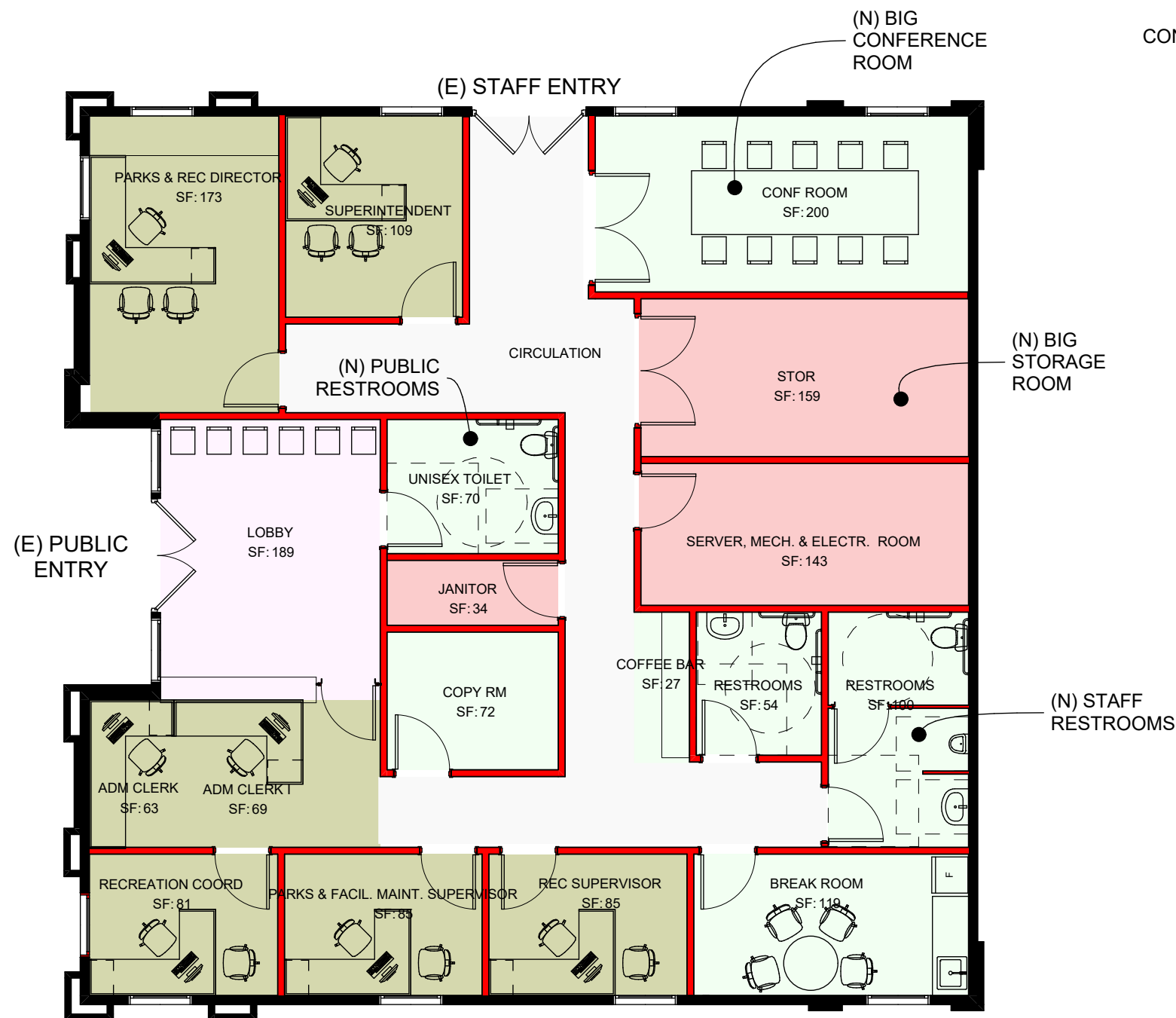
FINANCE - MAJOR IMPROVEMENTS

- PROVIDE SECURE LOBBY W/ TRANSACTION WINDOW AND ENLARGE OPEN OFFICE.
- PROVIDE PUBLIC UNISEX RESTROOM & STAFF RESTROOMS.
- PROVIDE PRIVATE OFFICES.
- BUILD ENLARGE CONFERENCE ROOM, BREAK ROOM & COPY ROOM.

(REMODEL AREA: 2,500 SQ.FT.)

LEGEND

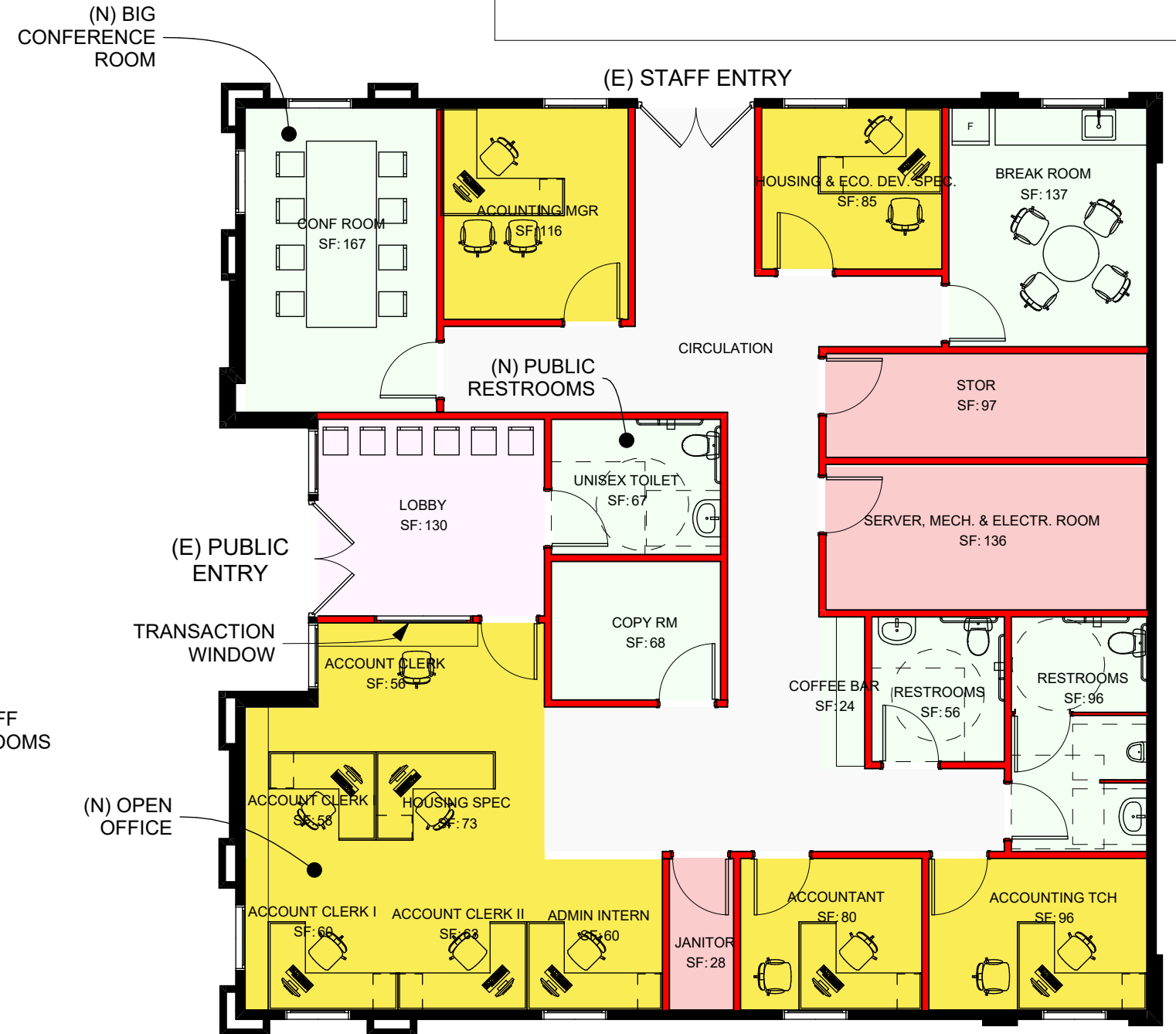
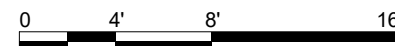
	EXISTING WALL		PARKS & RECREATION DEPT.
	NEW WALL		FINANCE DEPT.
	EXISTING DOOR		LOBBY/RECEPTION
	NEW DOOR		STAFF SUPPORT
			BUILDING SUPPORT
			CIRCULATION



2,500 SF

1 OPTION 1: PARKS & REC NEAR FUTURE T.I. @ 6800 3RD ST

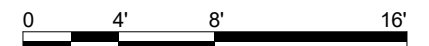
SCALE: 1/8" = 1'-0"



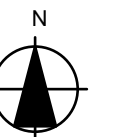
2,500 SF

2 OPTION 2: FINANCE NEAR FUTURE T.I. @ 6800 3RD ST

SCALE: 1/8" = 1'-0"



DRAFT



RIVERBANK OFFSITE TENANT IMPROVEMENT - NEAR FUTURE - PARKS & REC OR FINANCE

TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

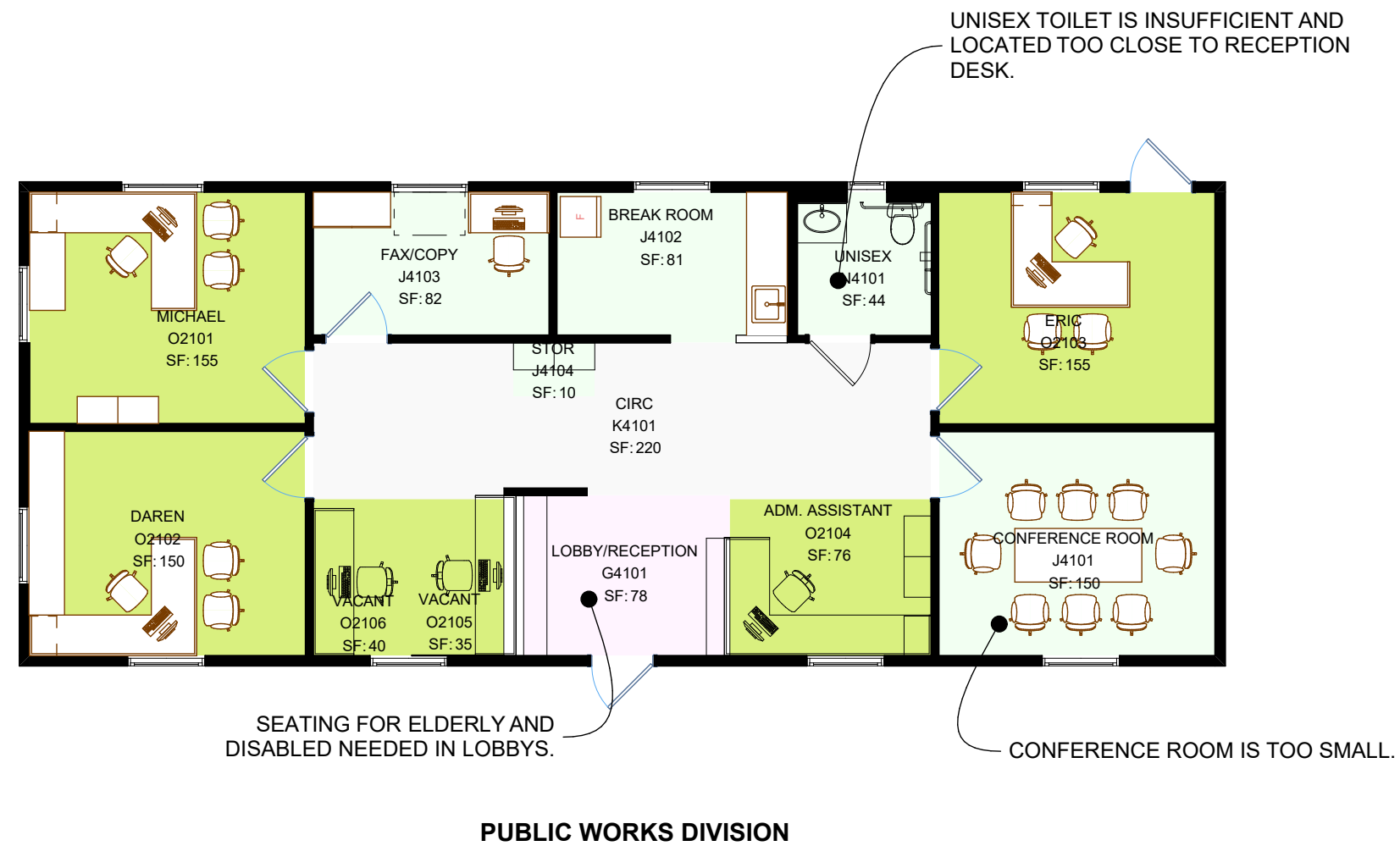
Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	2,500 SF	\$331		\$828,600	
Site Cost	1 LS	\$5,000	\$5,000		assumes minor
Building Cost	2,500 SF	\$250	\$625,000		est. allowance
Plumbing & Sanitary Improvements	370 SF	\$250	\$92,500		est. allowance
General Contractor Markup	2,500 SF	\$42	\$106,100		
General Conditions	5.5 %	\$630,000	\$34,650		on direct site + bldg costs
Overhead & Profit	10.0 %	\$630,000	\$63,000		on direct site + bldg costs
Bonds	1.34 %	\$630,000	\$8,442		on direct site + bldg costs
INDIRECT COSTS				\$211,600	
Fixtures, furnishings & equipment (FF&E) - loose	2,500 SF	\$10	\$25,000		est. allowance
Phones & IT equipment	2,500 SF	\$10	\$25,000		est. allowance
Plancheck & permits	0.50 %	\$828,600	\$4,143		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	18.0 %	\$828,600	\$149,148		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$828,600	\$8,286		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$828,600	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$126,400	
Escalation assumes 1.5 years to midpoint construction @ 3.5%/yr.	5.3 %	\$828,600	\$43,502		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$828,600	\$82,860		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$1,166,600	
Rounded for Fiscal Planning Purposes				\$1,170,000	est. allowance

1 Does not include land acquisition.

2 Does not include City staff time and overhead.

3 Does not include construction management cost.

- DEVELOPMENT SERVICES DEPT. / PUBLIC WORKS DIVISION
- LOBBY/RECEPTION
- STAFF SUPPORT
- BUILDING SUPPORT
- CIRCULATION



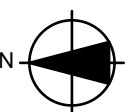
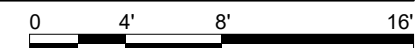
MAJOR PROBLEMS

- UNISEX RESTROOM IS NOT ACCESSIBLE.
- LOOBY NEEDS SEATING SPACE.

CORP. YARD OFFICE BUILDING - EXISTING DEPLOYMENT - FLOOR PLAN 2019 **DRAFT** 1,415 SF

1

SCALE: 1/8" = 1'-0"



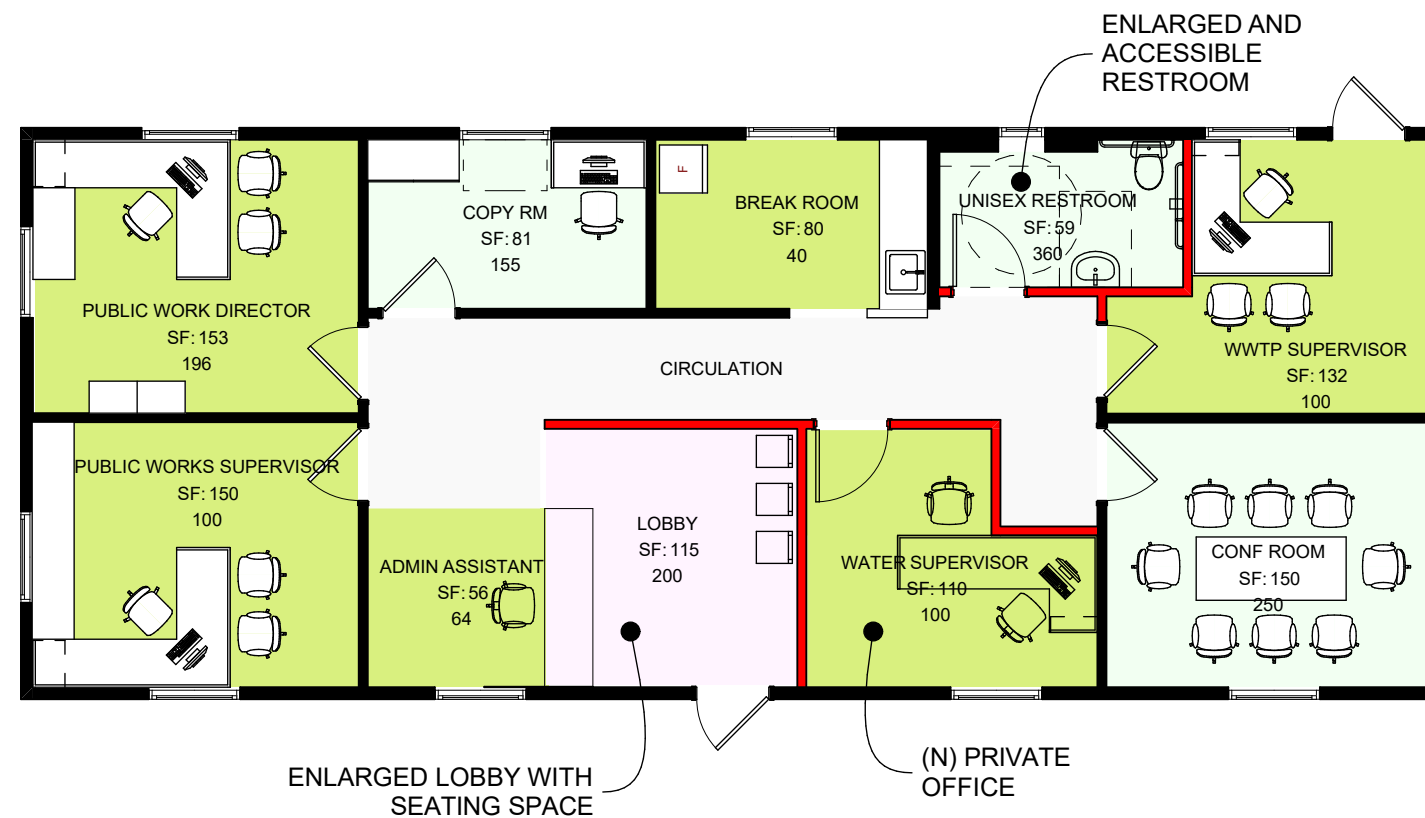
MAJOR IMPROVEMENTS

- ENLARGE (E) RESTROOM TO BE ACCESSIBLE.
- EXPAND & CLOSE LOBBY TO PROVIDE SEATING SPACE.
- PROVIDE NEW OFFICE.

(REMODEL AREA: 350 SQ.FT.)

LEGEND

	EXISTING WALL		DEVELOPMENT SERVICES DEPT. / PUBLIC WORKS DIVISION
	NEW WALL		LOBBY/RECEPTION
	EXISTING DOOR		STAFF SUPPORT
	NEW DOOR		BUILDING SUPPORT
			CIRCULATION



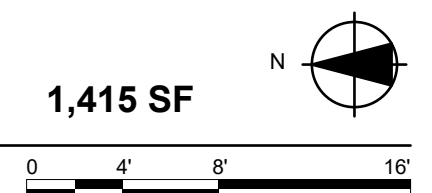
1

CORP. YARD OFFICE BLDG. - NEAR FUTURE

DRAFT

SCALE: 1/8" = 1'-0"

1,415 SF



RIVERBANK CORP YARD OFFICE BUILDING - NEAR FUTURE TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	350 SF	\$460		\$160,900	
Site Cost	1 LS	\$20,000	\$20,000		assumes none included
Building Cost	350 SF	\$300	\$105,000		est. allowance
Plumbing & Sanitary Improvements	59 SF	\$250	\$14,750		est. allowance
General Contractor Markup	350 SF	\$60	\$21,100		
General Conditions	5.5 %	\$125,000	\$6,875		on direct site + bldg costs
Overhead & Profit	10.0 %	\$125,000	\$12,500		on direct site + bldg costs
Bonds	1.34 %	\$125,000	\$1,675		on direct site + bldg costs
INDIRECT COSTS				\$44,600	
Fixtures, furnishings & equipment (FF&E) - loose	350 SF	\$10	\$3,500		est. allowance
Phones & IT equipment	350 SF	\$0	\$0		est. allowance
Plancheck & permits	0.50 %	\$160,900	\$805		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	24.0 %	\$160,900	\$38,616		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Building Deferred Maintenance	1,415 SF	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$160,900	\$1,609		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$160,900	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$21,800	
Escalation assumes 1 years to midpoint construction @ 3.5%/yr.	3.5 %	\$160,900	\$5,632		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$160,900	\$16,090		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$227,300	
Rounded for Fiscal Planning Purposes				\$230,000	est. allowance

1 Does not include land acquisition.

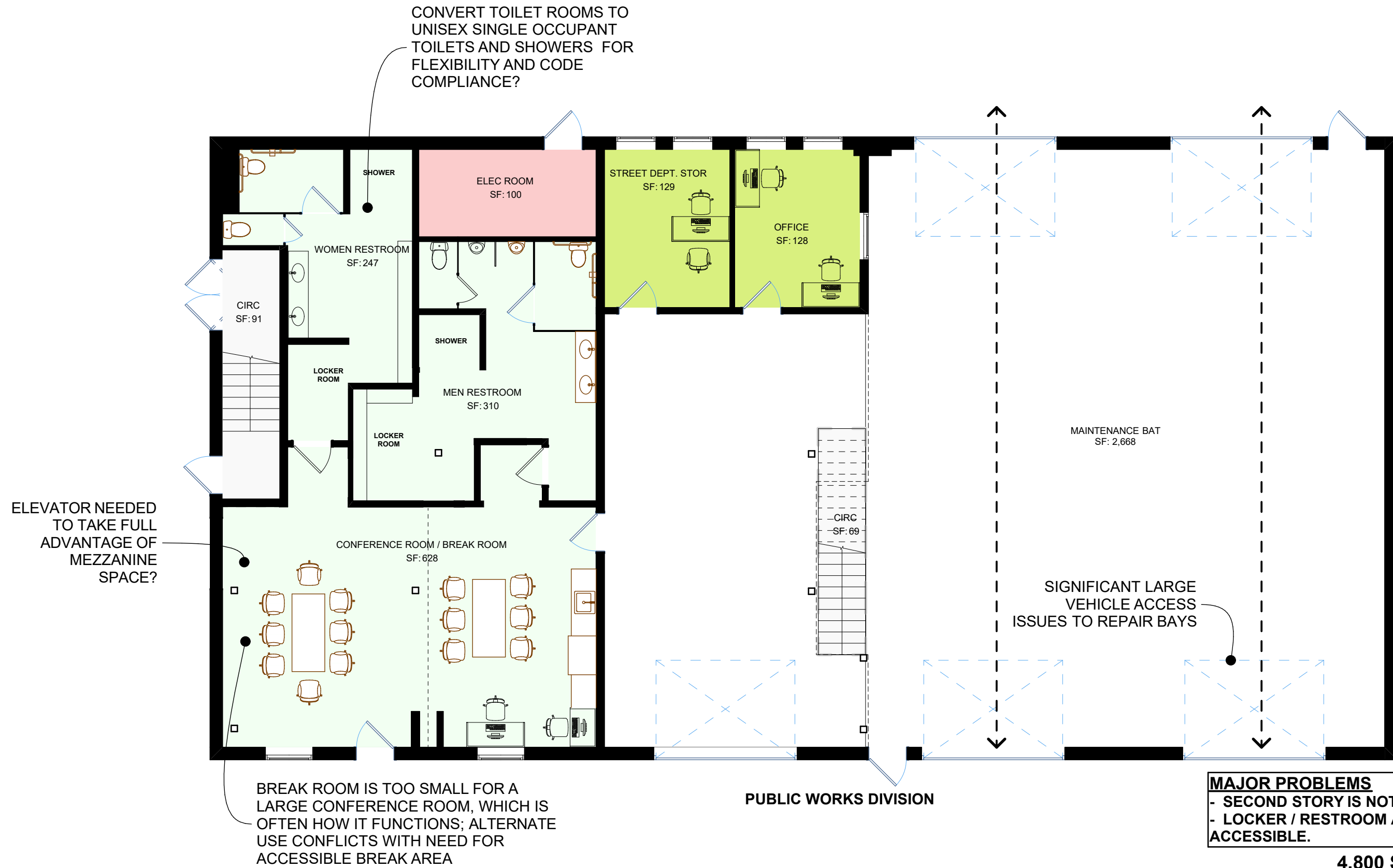
2 Does not include City staff time and overhead.

5 Does not include temporary relocation costs.

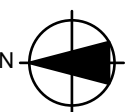
3 Does not include deferred maintenance cost (e.g., roof repair cost TBD).

4 Does not include construction management cost.

- DEVELOPMENT SERVICES DEPT. / PUBLIC WORKS DIVISION
- LOBBY/RECEPTION
- STAFF SUPPORT
- BUILDING SUPPORT
- CIRCULATION



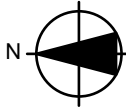
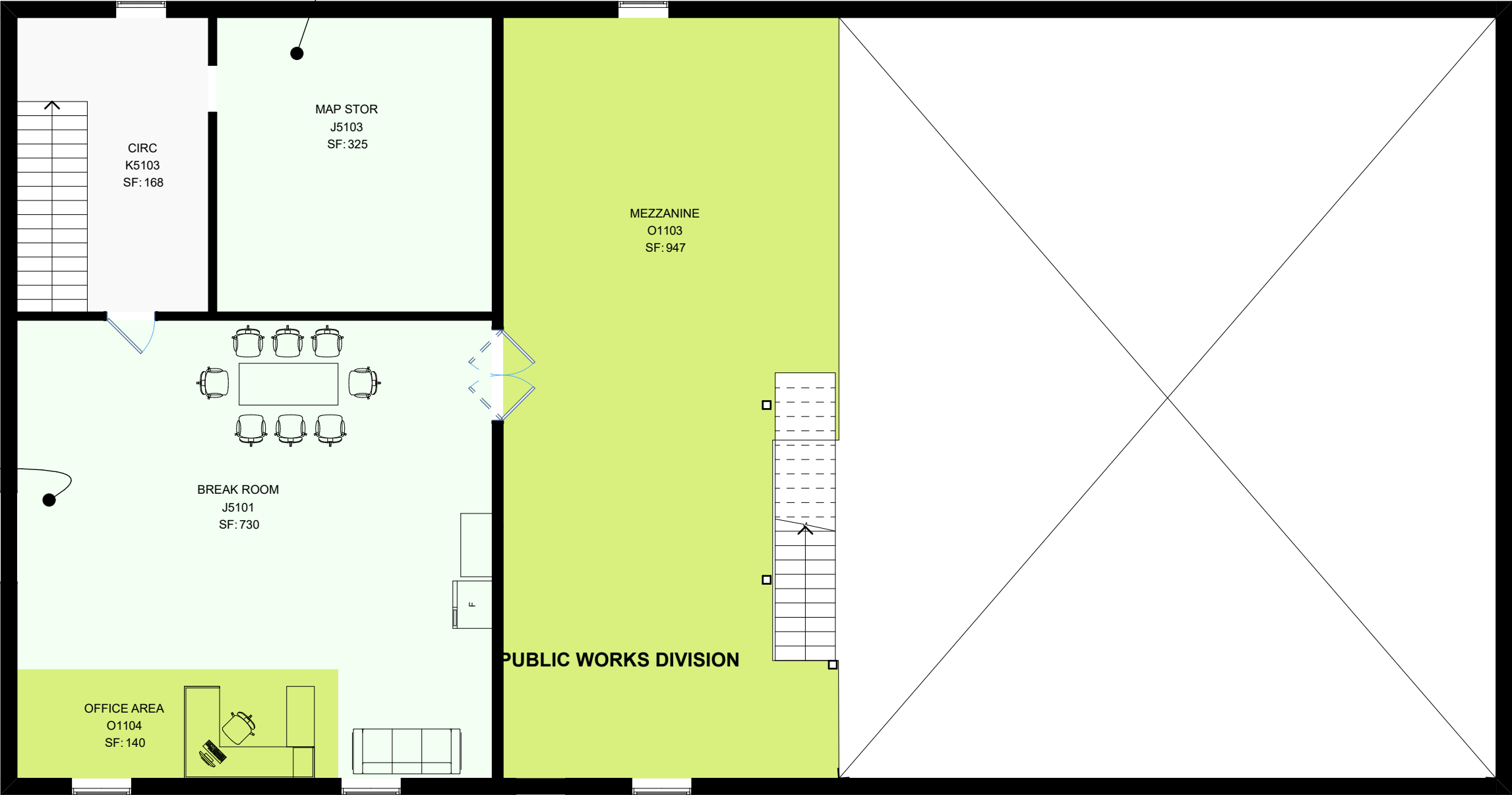
CORP. YARD MAINTENANCE BUILDING - EXISTING DEPLOYMENT - 1ST FLOOR PLAN 2019 DRAFT



- DEVELOPMENT SERVICES DEPT. / PUBLIC WORKS DIVISION
- LOBBY/RECEPTION
- STAFF SUPPORT
- BUILDING SUPPORT
- CIRCULATION

MAPS ROOM SHOULD BE AT CITY HALL.

ELEVATOR
NEEDED TO TAKE
FULL ADVANTAGE
OF MEZZANINE
SPACE?



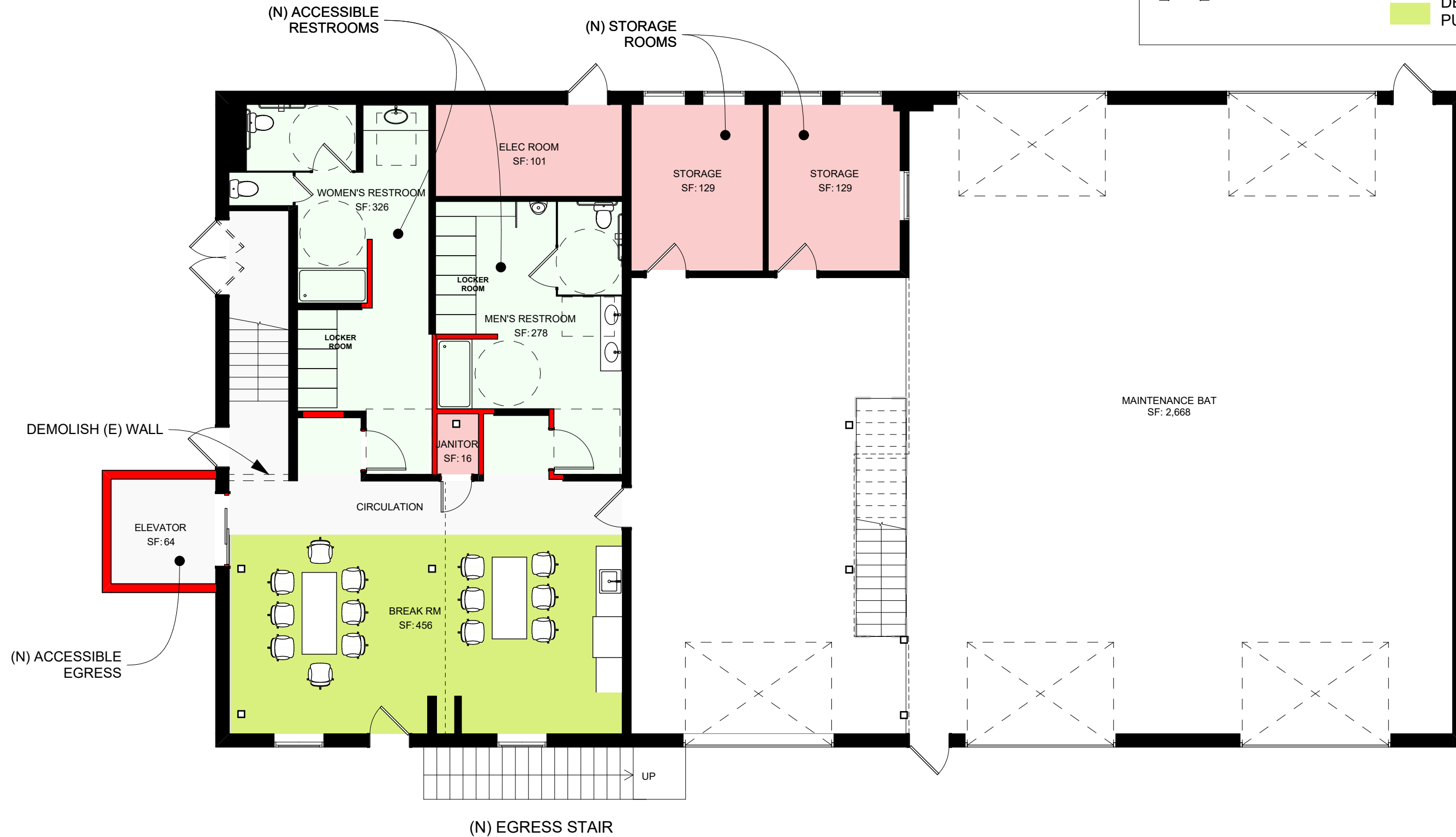
MAJOR IMPROVEMENTS

- INSTALL ELEVATOR TO BE ACCESSIBLE SECOND STORY.
- PROVIDE NEW EGRESS WITH EXTERIOR STAIR.
- REMODEL (E) LOCKER & RESTROOMS TO BE ACCESSIBLE.
- PROVIDE STORAGE ROOM.

(2 STORY REMODEL AREA: 1,000 SQ.FT.)

LEGEND

	EXISTING WALL		LOBBY/RECEPTION
	NEW WALL		STAFF SUPPORT
	EXISTING DOOR		BUILDING SUPPORT
	NEW DOOR		CIRCULATION
			DEVELOPMENT SERVICES DEPT. / PUBLIC WORKS DIVISION



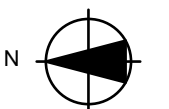
1

CORP. YARD MAINT. BLDG. - 1ST FLOOR - NEAR FUTURE **DRAFT**

SCALE: 1/8" = 1'-0"

4,800 SF

0 4' 8' 16'



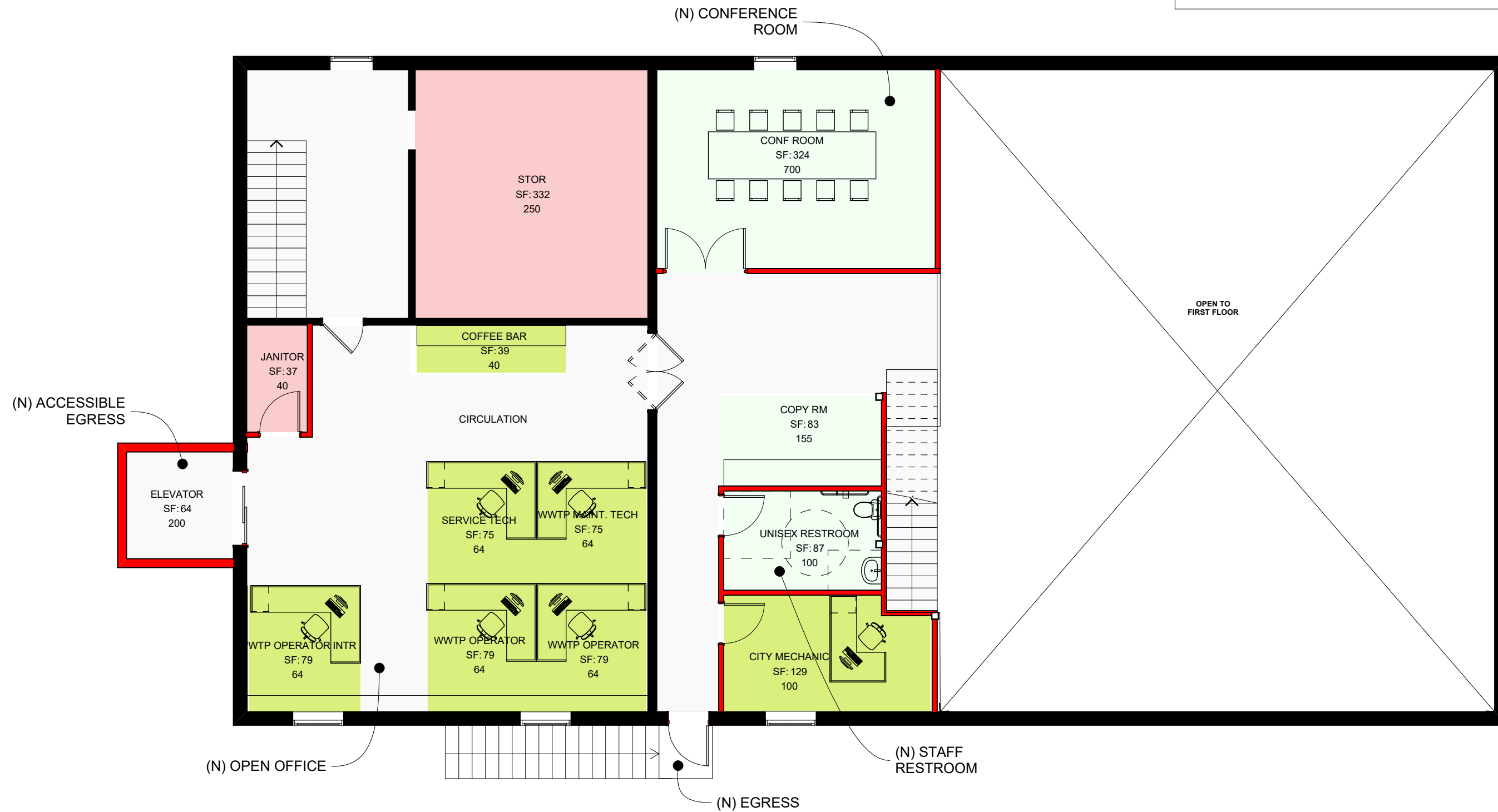
MAJOR IMPROVEMENTS

- INSTALL ELEVATOR TO BE ACCESSIBLE SECOND STORY.
- PROVIDE NEW EGRESS WITH EXTERIOR STAIR.
- PROVIDE BIG STORAGE ROOM.
- BUILD BIG CONFERENCE ROOM.
- PROVIDE UNISEX RESTROOM AT SECOND LEVEL.
- PROVIDE AN OPEN OFFICE WITH COFFEE BAR & COPY ROOM.

(2 STORY REMODEL AREA: 1,000 SQ.FT.)

LEGEND

	EXISTING WALL		LOBBY/RECEPTION
	NEW WALL		STAFF SUPPORT
	EXISTING DOOR		BUILDING SUPPORT
	NEW DOOR		CIRCULATION
			DEVELOPMENT SERVICES DEPT. / PUBLIC WORKS DIVISION



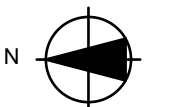
2

CORP. YARD MAINT. BLDG. 2ND FLOOR - NEAR FUTURE **DRAFT**

SCALE: 1/8" = 1'-0"

2,700 SF

0 4' 8' 16'



RIVERBANK CORP YARD MAINTENANCE BUILDING - NEAR FUTURE TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	1,000 SF	\$465		\$464,600	
Site Cost	1 LS	\$0	\$0		assumes none included
Building Cost	1,000 SF	\$250	\$250,000		est. allowance
Elevator Cost	1 LS	\$100,000	\$100,000		est. allowance
Egress Stair Cost	1 LS	\$25,000	\$25,000		est. allowance
Plumbing & Sanitary Improvements	190 SF	\$250	\$47,500		est. allowance
General Contractor Markup	1,000 SF	\$42	\$42,100		
General Conditions	5.5 %	\$250,000	\$13,750		on direct site + bldg costs
Overhead & Profit	10.0 %	\$250,000	\$25,000		on direct site + bldg costs
Bonds	1.34 %	\$250,000	\$3,350		on direct site + bldg costs
INDIRECT COSTS				\$120,600	
Fixtures, furnishings & equipment (FF&E) - loose	1,000 SF	\$20	\$20,000		est. allowance
Phones & IT equipment	1,000 SF	\$10	\$10,000		est. allowance
Plancheck & permits	0.50 %	\$464,600	\$2,323		on direct bldg. + site
Utility fees	1 EA	\$0	\$0		assumes none included
Engineering & design	18.0 %	\$464,600	\$83,628		on direct bldg. + site
Topographical & Geotechnical Engineering	1 EA	\$0	\$0		assumes none included
Building Deferred Maintenance	7,500 SF	\$0	\$0		assumes none included
Testing & special inspections	1.0 %	\$464,600	\$4,646		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$0	\$0		assumes none included
Construction management	0.0 %	\$464,600	\$0		assumes none included
ESCALATION AND CONTINGENCY				\$70,900	
Escalation assumes 1.5 years to midpoint construction @ 3.5%/yr.	5.3 %	\$464,600	\$24,392		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$464,600	\$46,460		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$656,100	
Rounded for Fiscal Planning Purposes				\$660,000	est. allowance

1 Does not include land acquisition.

2 Does not include City staff time and overhead.

5 Does not include temporary relocation costs.

3 Does not include deferred maintenance cost (e.g., roof repair cost TBD).

4 Does not include construction management cost.

CITY OF RIVERBANK - ORGANIZATIONAL CHART 2040

01/10/2020

DRAFT

122 TOTAL STAFF
66 NEW POSITIONS IN OFFICE
31 NEW POSITIONS IN FIELD

PO1

DEPARTMENTS

PO2

PO3

PO4

WS1

FW

2 TOTAL STAFF
2 NEW POSITIONS

ECONOMIC
DEVELOPMENT

19 TOTAL STAFF
13 NEW POSITIONS

ADMINISTRATION
DEPARTMENT

17 TOTAL STAFF
10 NEW POSITIONS

FINANCE
DEPARTMENT

2 TOTAL STAFF
2 NEW POSITIONS

LRA
DEPARTMENT

22 TOTAL STAFF
9 NEW POSITIONS IN OFFICE
13 NEW POSITIONS IN FIELD

PARKS & RECREATION
DEPARTMENT

13 TOTAL STAFF
8 NEW POSITIONS

ADMINISTRATIVE
DIVISION

DEVELOPMENT
SERVICES
DEPARTMENT

13 TOTAL STAFF
6 NEW POSITIONS

PLANNING &
BUILDING
DIVISION

34 TOTAL STAFF
16 NEW POSITIONS IN OFFICE
18 NEW POSITIONS IN FIELD

PUBLIC WORKS
DIVISION

City Manager
SEAN SCULLY

Asst. City Manager
MARISELA GARCIA

Admin. Serv.
Director

Sr. Management
Analyst/ City Clerk
ANABELLE AGUILAR

HR Manager
VACANT

Finance Director

LRA
Executive Director
VACANT

Director of Parks
& Recreation
SUE FITZPATRICK

Dev. Services
Admin. Manager
KATHLEEN CLEEK

City Engineer

Planning & Building
Manager
DONNA KENNEY

Public Works
Director
MICHAEL RIDELL

Human Services Spec/
Admin Analyst II
NORMA TORRES
MANRIQUEZ

Coustumer Service
Supervisor

Housing & Eco.
Development
Specialist
VACANT

Administrative
Analyst
MELISSA HOLDAWAY

Superintendent

Recycling
Enforcement
Officer

Recycling
Enforcement
Officer

Engineering
Technician

Constructor
Inspector I
PETER LOLONIS

Project
Coordinator
LAURA GRAYBILL

Sr. Community
Development Specialist
JANET SMALLEN

Building Inspector I
MIGUEL ALANIZ

Assistant Planner

Associate Planner

Superintendent

Sr. HR Analyst
CHERYL STEFANI

Public Information
Officer

Accounting
Manager
ANNA NICHOLAS

Housing Specialist

Parks & Facilities
Maint. Supervisor
RON WERNER

Recreation
Supervisor
JULIA PETIT

Constructor
Inspector

GIS Coordinator

Neighborhood
Improvement Officer II
MICHELE GARCIA

Building
Inspector II

City Mechanic
CURTIS MYER

Admin. Analyst

HR Analyst

Admin. Analyst

Accounting Tech.
CHRISTINA SPEERS

Accountant

Recreation
Coordinator

Recreation
Coordinator

Admin. Analyst/Muni
Services Coordinator

Neighborhood
Improvement Officer I
MARK ELLENBURG

Building
Inspector III

Public Works
Supervisor
DAREN MARTIN

Water
Supervisor
ERIC TACKET

WWTP Supervisor
DARIN SMALLEN

Personnel Tech.

Media Tech.

Account Tech.

Accountant

Recreation
Coordinator

Recreation
Coordinator

Admin. Analyst/Muni
Services Coordinator

Neighborhood
Improvement Officer II

Building
Inspector III

Public Works
Supervisor
DAREN MARTIN

Water
Supervisor
ERIC TACKET

WWTP Supervisor
DARIN SMALLEN

Admin. Analyst

Account Tech.

Accountant

Accountant

Recreation
Coordinator

Recreation
Coordinator

Admin. Analyst/Muni
Services Coordinator

Neighborhood
Improvement Officer II

Building
Inspector III

Public Works
Supervisor
DAREN MARTIN

Water
Supervisor
ERIC TACKET

WWTP Supervisor
DARIN SMALLEN

Admin. Assistant

Admin. Assistant

Account Clerk II
LINDA HARISON

Housing Specialist

Administrative
Clerk II

Administrative
Intern (PT)
VACANT

Administrative
Assistant
JULISSA GARCIA

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Admin. City Clerk

Admin. Assistant
Confidential

Admin. Assistant

Account Clerk I
JESICA BARRAGAN

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Admin. Clerk

Admin. Assistant

Account Clerk I
JESICA BARRAGAN

Account Clerk I
GERRICK FIGUEROA

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Account Clerk

Account Clerk

Account Clerk

Account Clerk

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Account Clerk

Account Clerk

Account Clerk

Account Clerk

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Account Clerk

Account Clerk

Account Clerk

Account Clerk

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Account Clerk

Account Clerk

Account Clerk

Account Clerk

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Account Clerk

Account Clerk

Account Clerk

Account Clerk

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Account Clerk

Account Clerk

Account Clerk

Account Clerk

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

Account Clerk

Account Clerk

Account Clerk

Account Clerk

Administrative
Clerk I
JUANITA ARGUMEDO

Administrative
Assistant

Building
Technician

Heavy Eq. Mech.

WWTP Operator II
CARL PATTERSON

WWTP Maintenance
Technician
VICENT BENHAM

SHAPE CODE	
	FUTURE STAFFING NEEDS
	CURRENT STAFFING NEEDS

WORK SPACE STANDARDS		
PO1	Private Office	278 SF
PO2	Private Office	196 SF
PO3	Private Office	144 SF
PO4	Private Office	100 SF
WS1	Open Workstation	64 SF
FW	Field Work	0 SF

FACILITY MAINT. DIVISION

PARKS DIVISION

Facilities
Maintenance
Worker

Sr. Parks
Maintenance
Worker

Sr. Parks
Maintenance Worker II
JORGE HEREDIA

Parks
Maintenance Worker II
EDDIE SIMAS

Maintenance
Worker

Maintenance
Worker

Sr. Maintenance
Worker
MELVIN BROOKS

Sr. Maintenance
Worker
JUAN VIGIL

Water Utility
Worker

Sr. Water
Utility Worker
CHIRS SMITH

Sr. Water
Utility Worker
OSCAR PADILLA

Facilities
Maintenance
Worker

Sr. Parks
Maintenance
Worker

Sr. Parks
Maintenance Worker II
WAYNE SILER

Parks
Maintenance
Worker

Parks
Maintenance
Worker

Maintenance
Worker

Sr. Maintenance
Worker
MIGUEL TORRES

Sr. Maintenance
Worker
RIGOBERTO RAMOS

Water Utility
Worker

Sr. Water
Utility Worker
JOSE LOPEZ

Sr. Water
Utility Worker
WILLIAM SILVA

Sr. Parks
Maintenance
Worker

Sr. Parks
Maintenance Worker II
DAVID MCDANIEL

Parks
Maintenance
Worker

Parks
Maintenance
Worker

Maintenance
Worker

Maintenance
Worker

Sr. Maintenance
Worker
ULISES CAMPOS

Sr. Maintenance
Worker
MATTHEW WYLIE

Water Utility
Worker

Water Utility
Worker

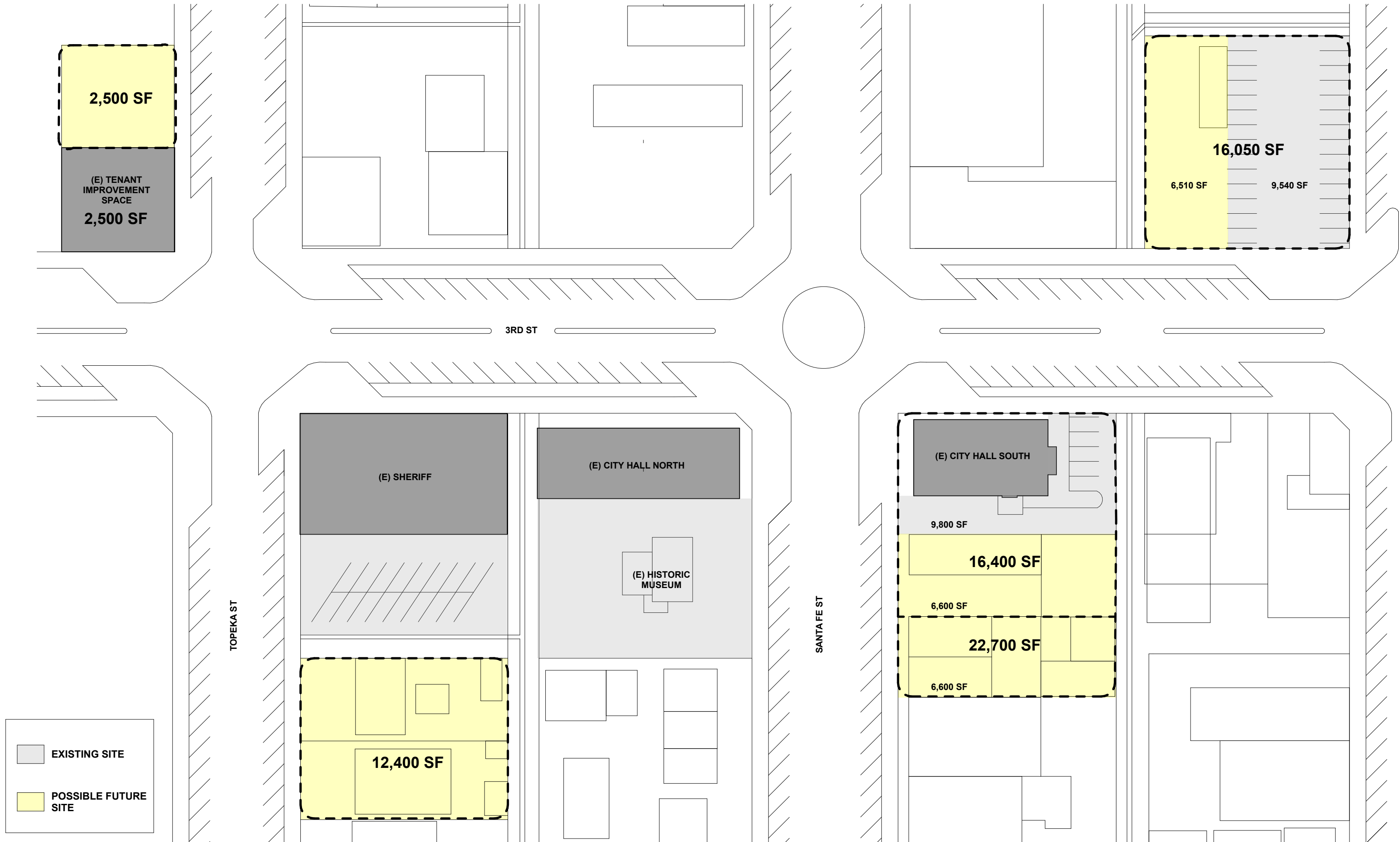
Water Utility
Worker

FUTURE SPACE REQUIREMENTS TABLE - 2040

DRAFT 01/10/2020

SUPPORT SPACE	SPACE STANDARDS	COUNCIL CHAMBERS	ECONOMIC DEVELOPMENT DEPARTMENT	ADMINISTRATION DEPARTMENT	FINANCE DEPARTMENT	LRA DEPARTMENT	PARKS & RECREATION DEPARTMENT	DEVELOPMENT SERVICES		SHARED COMMON AREAS	PUBLIC WORKS DIVISION	
								ADMINISTRATIVE DIVISION	PLANNING & BUILDING DIVISION		(E) CORP. YARD MAINT. BLDG	(N) OFFICE BLDG.
BUILDING SUPPORT	MAINTENANCE	-	-	-	-	-	-	-	-	-	3,000	-
	SERVER ROOM			-						400		200
	MECHANICAL ROOM									400	100	200
	ELECTRICAL ROOM									400		200
	JANITOR ROOM									100	60	50
	SUBTOTAL	-	-	-	-	-	-	-	-	1,300	3,160	650
STAFF SUPPORT	COFFEE BAR	40	40	40	30		30	30	30	-	40	40
	CONFERENCE ROOM	192		250	250		250	192	192	700	324	250
	MAP ROOM			220				220		-	-	
	STORAGE (8% OFFICE AREA)	208	24	196	135	27	77	128	107	-	732	113
	QUIET ROOM & LACTATION									160	-	80
	BREAK ROOM			130			130			450	-	450
	COPY ROOM									310	83	155
	SUBTOTAL	440	64	836	415	27	487	515	329	1,620	1,179	1,088
LOBBY & RECEPTION	PUBLIC LOBBY	400	100	200	200		200	200	200	800	-	200
	WAITING AREA			60						-	-	
	SUBTOTAL	400	100	260	200	-	200	200	200	800	-	200
RESTROOMS	PUBLIC RESTROOM	360								720	691	360
	STAFF RESTROOM	-		70						140	-	70
	SUBTOTAL	360	-	70	-	-	-	-	-	860	691	430
SUPPORT SPACE SUBTOTAL		1,200	164	1,166	615	27	687	715	529	4,580	5,030	2,368
NEW WORKSPACE		2,600	296	2,450	1,684	340	968	1,604	1,336	-	-	1,416
SUBTOTAL		3,800	460	3,616	2,299	367	1,655	2,319	1,865	4,580	5,030	3,784
CIRCULATION & WALLS (25%)		950	115	904	575	92	414	580	466	1,145	1,258	946
DEPARTMENTAL SUBTOTAL		4,750	575	4,520	2,873	459	2,069	2,899	2,331	5,725	6,288	4,730
TOTAL BLDG AREA		23,870										

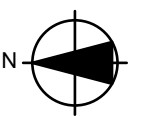
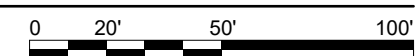
PARKING AREA REQUIRED	
STAFF PARKING	90
VISITOR PARKING	14
WORKERS ON FIELD PARKING	31

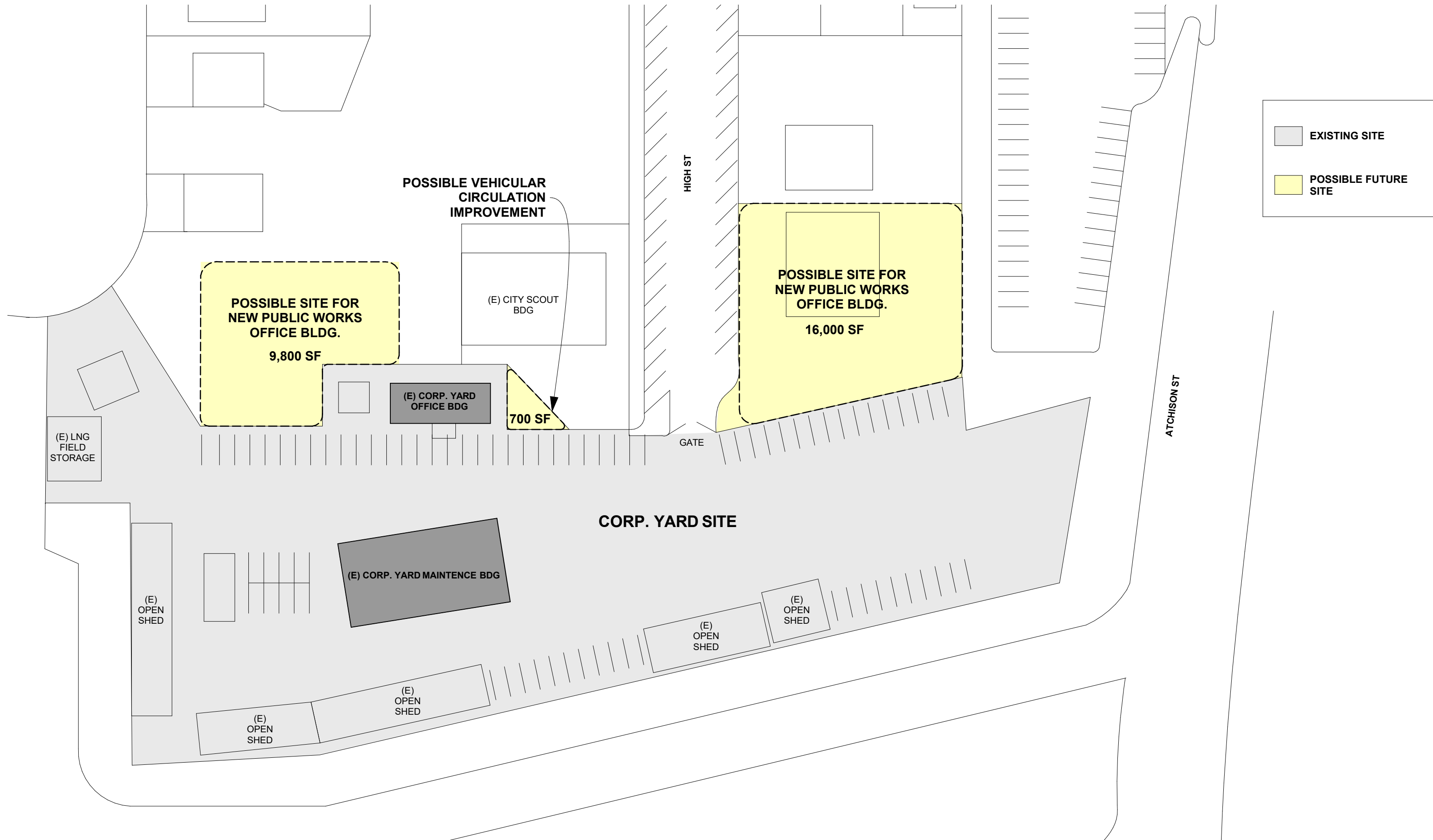


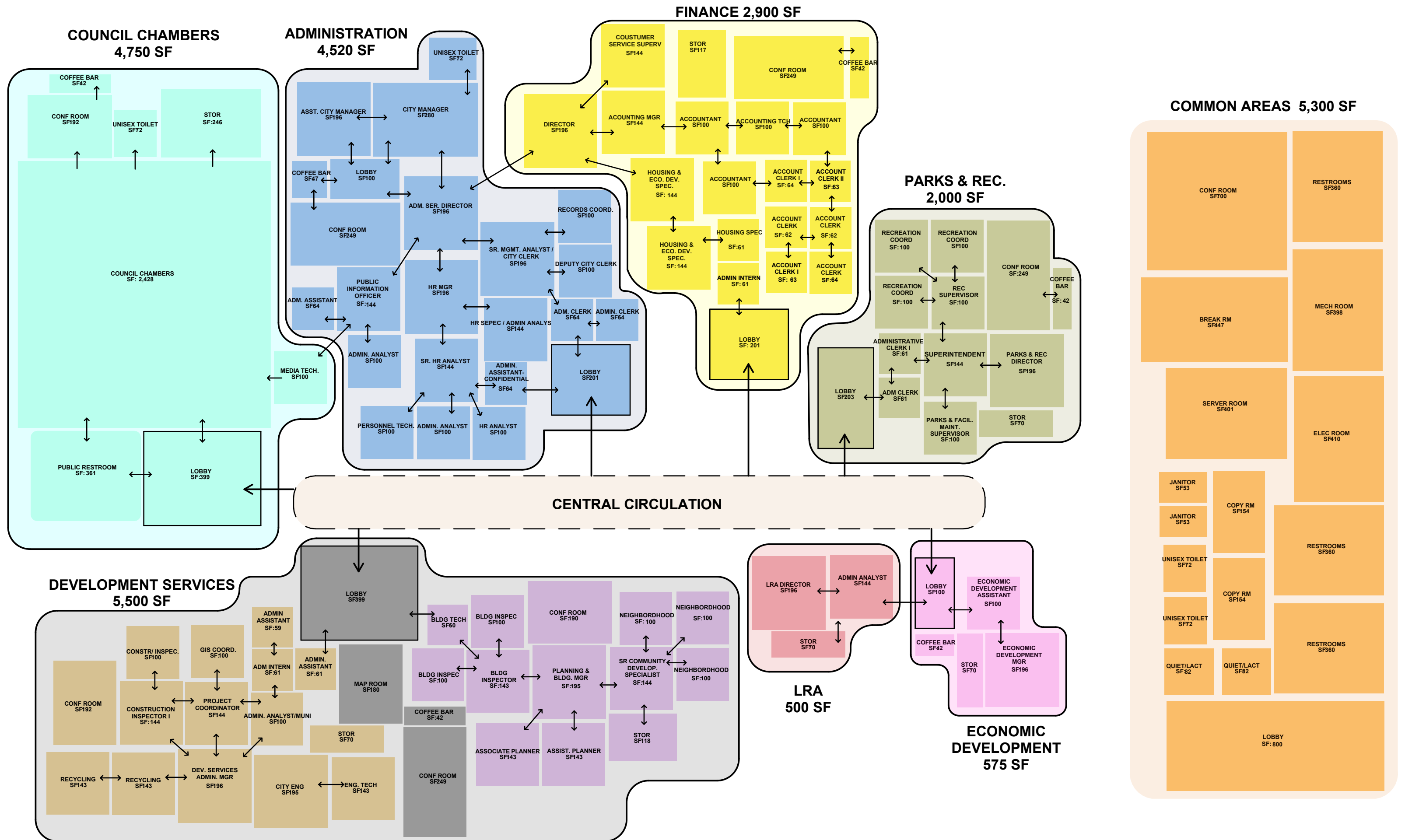
DOWNTOWN SITE OPTIONS **DRAFT**

1

SCALE: 1" = 50'







RIVERBANK CITY HALL - 2040

TOTAL PROJECT DEVELOPMENT BUDGET

DRAFT 1/13/20

Note: This evaluation is preliminary only and subject to change based on review of further information as becomes available.

Item	Quantity (units)	Unit Cost (\$/unit)	Subtotal Cost (\$)	Total Cost (\$)	Comments
LAND ACQUISITION	0.00 AC	\$0		\$0	TBD
DIRECT CONSTRUCTION COST	24,000 SF	\$565		\$13,555,100	
Site Cost - Hypothetical Downtown Site Development	1 LS	\$1,500,000	\$1,500,000		est. allowance
Building Cost	24,000 SF	\$400	\$9,600,000		est. allowance
Plumbing & Sanitary Improvements	2,343 SF	\$250	\$585,750		assumes none included
General Contractor Markup	24,000 SF	\$78	\$1,869,300		
General Conditions	5.5 %	\$11,100,000	\$610,500		on direct site + bldg costs
Overhead & Profit	10.0 %	\$11,100,000	\$1,110,000		on direct site + bldg costs
Bonds	1.34 %	\$11,100,000	\$148,740		on direct site + bldg costs
INDIRECT COSTS				\$3,657,700	
Fixtures, furnishings & equipment (FF&E) - loose	24,000 SF	\$20	\$480,000		est. allowance
Phones & IT equipment	24,000 SF	\$10	\$240,000		est. allowance
Plancheck & permits	0.50 %	\$13,555,100	\$67,776		on direct bldg. + site
Utility fees	1 EA	\$100,000	\$100,000		est. allowance
Engineering & design	12.0 %	\$13,555,100	\$1,626,612		on direct bldg. + site
Topographical survey	1 EA	\$15,000	\$15,000		est. allowance
Geotechnical report and geologic study	1 EA	\$35,000	\$35,000		est. allowance
Testing & special inspections	1.0 %	\$13,555,100	\$135,551		on direct bldg. + site
Inspector of record (IOR)	14.0 MO	\$20,000	\$280,000		on direct bldg. + site
Construction management	5.0 %	\$13,555,100	\$677,755		on direct bldg. + site
ESCALATION AND CONTINGENCY				\$2,541,600	
Escalation assumes 2.5 years to midpoint construction @ 3.5%/yr.	8.8 %	\$13,555,100	\$1,186,071		on direct + indirect costs
Project contingency @ 10%	10.0 %	\$13,555,100	\$1,355,510		on direct + indirect costs
TOTAL PROJECT DEVELOPMENT COSTS				\$19,754,400	
Rounded for Fiscal Planning Purposes				\$19,750,000	est. allowance

1 Does not include land acquisition.

Civic Building Cost

New \$400 /SF
Remodel \$300 /SF
\$250 /SF
\$200 /SF
T.I. \$250 /SF
Plumbing \$250 /SF

Over 10,000 SF
Under 1,000 SF (small job factor)
1,001 to 9,999 SF
Over 10,000 SF
1,001 to 9,999 SF
Measured by Kitchen, Toilet Room, Shower footprint



CITY OF RIVERBANK

Administration Department

6707 Third Street, Riverbank, CA 95367
Phone: 209.863.7122 - Fax: 209.869.7100

October 5, 2023

Randy High Jr.
PMZ Commercial Real Estate
1120 Scenic Dr.
Modesto, CA

Re: **Letter Of Intent to Lease 6436 Oakdale Road, Riverbank, CA**

Dear Randy:

This letter is an expression of interest, is not intended to be legally binding and shall serve solely as an outline of the basic material terms and conditions under which **The City of Riverbank** is prepared to proceed with negotiating a definitive lease agreement.

PREMISES: A $\pm$ 27,462 sf portion of an approximately 42,000 SF free standing office building known as 6426 Oakdale Rd., Riverbank, CA

LANDLORD: Built by Burt, Inc.

TENANT: City of Riverbank

USE: City/Government Offices and Related Uses

INITIAL LEASE TERM: Twenty (20) Years

OPTION TO EXTEND: Two (2) Ten Year Options to Extend

BASE RENT SCHEDULE
YEARS 1 - 4: Commencing November 1, 2024:

Year 1: \$23,343.00 Per Month (\$0.85 psf NNN)
Year 2: \$27,462.00 Per Month (\$1.00 psf NNN)
Year 3: \$31,581.00 Per Month (\$1.15 psf NNN)
Year 4: \$35,700.00 Per Month (\$1.30 psf NNN)



CITY OF RIVERBANK

Administration Department

6707 Third Street, Riverbank, CA 95367

Phone: 209.863.7122 - Fax: 209.869.7100

**ANNUAL RENT
ADJUSTMENTS
YEARS 5-20:**

10% Every Four (4) Years

**EFFECTIVE
LEASE DATE:**

Upon execution by both Landlord and Tenant, expected to be immediately after City Council Approval (November 14th Hearing).

**OCCUPANCY or
TURNOVER DATE:**

June 1, 2024

Tenant shall pay no base rent from Occupancy/Turnover Date through October 31, 2024. However, Tenant shall be responsible for all operating expenses and utilities associated with the property.

**RENT COMMENCEMENT
DATE**

November 1, 2024

SECURITY DEPOSIT:

None

**CONDITION
OF PREMISES:**

As – Is

NNN LEASE:

Tenant shall be responsible for all operating expenses associated with property, including but not limited to Property Taxes, Building Insurance, Common Areas, Roof, Structure, and all utilities associated with premise. In the event Landlord is occupying a portion of premise, Landlord will reimburse Tenant with Landlord's share of any utilities that are not separately metered.

SIGNAGE:

Tenant at Tenant's sole expense, and subject to Landlord review and approval shall have the right to place signage on property.

**ROFR – RIGHT OF
FIRST RIGHT TO
PURCHASE**

Tenant desires to purchase property within the first thirty – six (36) months of lease. There is no predetermined fixed purchase price as part of the lease. Tenant and Landlord shall negotiate a



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purchase when parties agree to do so. Neither party shall be bound to Buy or Sell, both parties must mutually agree to the price and further terms and conditions of the any purchase.

Tenant shall have a ROFR for the first thirty-six months of the lease. In the event Landlord chooses to sell or is presented with an unsolicited purchase offer, Landlord shall grant Tenant a one-time ROFR to purchase the property. Landlord shall provide Tenant with the Price and Terms acceptable to Landlord and Tenant shall have Thirty (30) Days to accept. If Tenant chooses not to accept those terms and does not otherwise negotiate an acceptable deal with Landlord (within 30 days) Tenant's ROFR shall become null and void.

ITEMS SUBSEQUENT

TO TENANT PURCHASE:

If City of Riverbank closes escrow on property, Built by Burt, Inc, eContact Live, or American Event Center shall have the right to the following:

Continued, uninterrupted use and operation of its Data/Servers in Server Room for up to Ten (10) years, rent free. Landlord shall be responsible for any costs associated with maintaining/repairing/removing their Data/Server equipment.

The right to rent back the Event Center space for a period not to exceed Sixty (60) Months from City of Riverbank closing escrow. Rent shall be \$XXXX per month. Parties could decide to extend the lease if Tenant delays expansion plans into Event Center (for council chambers or other).

BROKERS: PMZ Commercial Real Estate (Randy High) exclusively represents Landlord. Is the only broker involved in this transaction and shall be compensated by Landlord/Seller based upon separate agreement with Landlord/Seller.

This letter shall not constitute a formal and binding agreement. This letter shall not create any legal rights or obligations between the parties. It is intended that all legal rights and obligations between the undersigned parties will come into existence only when a definitive Lease agreement is signed and delivered, properly authorized, by all parties. This letter of intent shall expire at 5:00pm on October 13, 2023.

Accepted and agreed this 6th day of October 2023:



CITY OF RIVERBANK

Administration Department

6707 Third Street, Riverbank, CA 95367
Phone: 209.863.7122 - Fax: 209.869.7100

"Tenant"

City of Riverbank.

By: Manuela A. Garcia

"Landlord"

By: _____

Name: _____

Its: _____



STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only December 23, 2023, is made by and between Built by Burt II, LLC

(("Lessor"))
and The City of Riverbank (California)

(("Lessee")),
(collectively the "Parties," or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 6436 Oakdale Road

Riverbank CA 95361

("Premises"). The Premises are located in the County of Stanislaus, and are generally described as (describe briefly the nature of the property and, if applicable, the "Project", if the property is located within a Project): Office building consisting of ±42,000 sf on a parcel consisting of ±2.84 acres (APN 075-026-040)

(See also Paragraph 2)

1.3 **Term:** 20 years and 0 months ("Original Term") commencing June 1, 2024 ("Commencement Date") and ending January 1, 2027 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing (("Early Possession Date")). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$ 35,700.00 per month ("Base Rent"), payable on the 1st day of each month commencing November 1, 2024

(See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph Rent Adj Addnm

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** \$ 37,500.00 for the period November 1, 2024

(b) **Security Deposit:** \$ _____ ("Security Deposit"). (See also Paragraph 5)

(c) **Association Fees:** \$ _____ for the period _____

(d) **Other:** \$ 6,000.00 for Projected Monthly Operating Expenses for June 2024

(e) **Total Due Upon Execution of this Lease:** \$ 43,500.00

1.7 **Agreed Use:** City of Riverbank City Hall and other governmental departments, offices, etc. (See also Paragraph 6)

1.8 **Insuring Party:** Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"): Lessor's Brokerage Firm PMZ Commercial Real Estate - Randy High Jr.

License No. 00405158 Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Randy High Jr

License No. 01238404 Is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____
License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).
Lessee's Agent _____
License No. _____ Is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by City of Riverbank (California) ("Guarantor"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 1 through 6 ;
☐ a plot plan depicting the Premises;
☐ a current set of the Rules and Regulations;
☐ a Work Letter;
☒ other (specify): Rent Adjustment Addendum, Option to Extend, Right of First Refusal, Floor Plan Exhibit, sublease agreement

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay

to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or

for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance.** Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires remediation.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no

liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d),

or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvement for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and

if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations: To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "**For Sale**" signs at any time and ordinary "**For Lease**" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply:

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. **Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" with 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

INITIALS

INITIALS

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____ Executed at: _____
On: _____ On: _____

By LESSOR:

Built by Burt II, LLC

By LESSEE:

The City of Riverbank (California)

By: _____ By: _____
Name Printed: _____ Name Printed: _____
Title: _____ Title: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Email: _____ Email: _____

By: _____ By: _____
Name Printed: _____ Name Printed: _____
Title: _____ Title: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Email: _____ Email: _____

Address: _____ Address: _____

Federal ID No.: _____ Federal ID No.: _____

BROKER

PMZ Commercial Real Estate - Randy High Jr.

BROKER

Att: Randy High Jr Att: _____
Title: _____ Title: _____
Address: _____ Address: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Email: _____ Email: _____
Federal ID No.: _____ Federal ID No.: _____
Broker DRE License #: _____ Broker DRE License #: _____
Agent DRE License #: _____ Agent DRE License #: _____

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ADDENDUM

Date: December 23, 2023

By and Between

Lessor: Built by Burt II, LLC

Lessee: The City of Riverbank (California)

Property Address: 6436 Oakdale Road

Riverbank

CA 95361

(street address, city, state, zip)

Paragraph 1-5

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

1. **Absolute Net Lease.** Notwithstanding any term or clause in the lease, parties acknowledge that Lessor shall have zero exposure or responsibility to pay for any maintenance, repair or replacement associated with the property starting June 1, 2024. Lessee shall bear 100% responsibility of any and all operating expenses (Property Taxes, Building Insurance, & Common Area Expenses) and any ongoing maintenance or subsequent repair or replacement to any building or property improvements (whether they be interior or exterior such as parking lot, utilities, landscape, etc.), components, or systems. Lease is intended to be an Absolute Net Lease with zero costs to Lessor during the term of the lease or any extensions.

2. Base Rent shall be \$35,700.00 per month during year one of the lease (June 1, 2024 - May 31, 2025) with June 1, 2024 thru October 31, 2024 base rent being abated (no base rent). June 1, 2025 - May 31, 2026 shall be \$44,100.00 per month. June 1, 2026 - May 31, 2027 shall be \$46,200.00 per month. Commencing June 1, 2027 and continuing each year thereafter the base rent shall increase by the greater of 2% per annum or CPI, but in no event greater than 5%.

3. While base rent is abated from June 1, 2024 thru October 31, 2024, Lessee shall bear 100% cost of all operating expenses, maintenance, repairs, or replacement pursuant to Item 1 above.

4. The effective and legally binding date for the lease shall be immediately after City Council Approval, but in no event later than March 1, 2024.

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ADDENDUM

Date: December 26, 2023

By and Between

Lessor: Built by Burt II, LLC

Lessee: The City of Riverbank (California)

Property Address: 6436 Oakdale Road

Riverbank

CA 95361

(street address, city, state, zip)

Paragraph 5-6

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

5. American Event Center shall continue to occupy ±15,000 square feet (see space plan exhibit) under sublease agreement until January 1, 2027. American Event Center can terminate and vacate at any time prior to January 1, 2027.

6. Lessor shall continue uninterrupted use and operation of its server/Data equipment and shall remain at premise (even in the event of a purchase by Lessee) for a period not to exceed Ten (10) Years (June 2034). Any costs associated with maintaining, repairing, or removing data/server equipment shall be the sole responsibility of Lessor or Lessor's selling entity (in the event of a purchase by Lessee). Lessor can remove the equipment at any time during the Ten (10) Year period.

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ADD-1-03, Revised 10-22-2020

PMZ Commercial, 1120 Scenic Drive Modesto CA 95350
Phone: (209)491-3413

Fax:

Randy High Jr.

6436 Oakdale Road

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RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: December 23, 2023

By and Between

Lessor: Built by Burt II, LLC

Lessee: The City of Riverbank (California)

Property Address: 6436 Oakdale Road

Riverbank

CA 95361

(street address, city, state, zip)

Paragraph _____

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☒ **I. Consumer Price Index.**

a. The monthly Base Rent shall be increased on June 1, 2027 and every 12 months thereafter during the Original Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.

b. The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (*select one*): ☐ CPIW (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (*fill in Urban Area*): _____ or ☒ the area in which the Premises is located, All Items (1982-1984 = 100). The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.

c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☒ **II. Fixed Percentage.** The monthly Base Rent shall be increased on June 1, 2027 and every 12 months thereafter during the Original Term ("Percentage Increase Date(s)") by Two percent (2.000 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

☒ **III. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
<u>June 1, 2025</u>	<u>\$44,100.00</u>
<u>June 1, 2026</u>	<u>\$46,200.00</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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RA-8.00, Revised 10-13-2022

PMZ Commercial, 1120 Scenic Drive Modesto CA 95350
Phone: (209)491-3413

Fax:

Randy High Jr.

6436 Oakdale Road



RIGHT OF FIRST REFUSAL TO PURCHASE STANDARD LEASE ADDENDUM

Date: December 23, 2023

By and Between

Lessor: Built by Burt II, LLC

Lessee: The City of Riverbank (California)

Property Address: 6436 Oakdale Road

Riverbank

CA 95361

(street address, city, state, zip)

Paragraph _____

(a) Lessor shall not, at any time prior to the expiration of the term of this Lease, or any extension thereof, sell the Premises, or any interest therein, without first giving written notice thereof to Lessee, which notice is hereinafter referred to as "Notice of Sale".

(b) The Notice of Sale shall include the exact and complete terms of the proposed sale and shall have attached thereto a copy of the bona fide offer and counteroffer, if any, duly executed by both Lessor and the prospective purchaser.

(c) For a period of 12 calendar days after receipt by Lessee of the Notice of Sale, Lessee shall have the right to give written notice to Lessor of Lessee's exercise of Lessee's right to purchase the Premises, the interest therein proposed to be sold, or the property of which the Premises are a part, on the same terms, price and conditions as set forth in the Notice of Sale. In the event that Lessor does not receive written notice of Lessee's exercise of the right herein granted within said 12 day period, there shall be a conclusive presumption that Lessee has elected NOT to exercise Lessee's right hereunder, and Lessor may complete the sale to the prospective purchaser, on the same terms set forth in the Notice of Sale.

(d) In the event that Lessee declines to exercise its right of first refusal after receipt of the Notice of Sale, and, thereafter, Lessor and the prospective purchaser modify by more than 5%, (i) the sales price, or (ii) the amount of down payment, or if there is a material change in any seller financing offered, or in the event that the sale is not consummated within 180 days of the date of the Notice of Sale, then Lessee's right of first refusal shall reapply to said transaction.

(e) In the event that Lessee declines to exercise its right of first refusal after receipt of the Notice of Sale, and, thereafter, the proposed transfer or sale is not consummated, the Lessee's right of first refusal shall apply to any subsequent transaction. If, however, said transfer or sale is, in fact, completed, then said right shall be extinguished and shall not apply to any subsequent transactions.

(f) Notwithstanding the above, this right of first refusal is intended to apply only to voluntary transfers involving third party transferees. This right of first refusal shall not, therefore, apply: where the Premises are taken by eminent domain or sold under threat of condemnation, to intra-family or intra-ownership transfers, to transfers by Lessor to a trust created by Lessor, or, if Lessor is a trust, to transfers to a trust beneficiary.

(g) NOTE: This right of first refusal cannot be exercised: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the right of first refusal.

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PAGE 1 OF 1

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FR-5.03, Revised 10-22-2020



OPTION(S) TO EXTEND TERM STANDARD LEASE ADDENDUM

Dated: December 23, 2023

By and Between

Lessor: Built by Burt II, LLC

Lessee: The City of Riverbank (California)

Property Address: 6436 Oakdale Road

Riverbank CA 95361

(street address, city, state, zip)

Paragraph v **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee Two (2) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of 120 months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least 9 but not more than 12 months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ **I. Consumer Price Index.**

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (*select one*): ☐ CPIW (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (*fill in Urban Area*): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to (*select one*): ☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ (*fill in month*) _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by _____ percent (____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☐ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on _____, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

PAGE 1 OF 3

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OE-7.01, Revised 10-13-2022

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Phone: (209)491-3413

Fax:

Randy High Jr.

6436 Oakdale Road

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(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the Arbitrators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Arbitrators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators' Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☐ **IV. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

☒ **V. Continuation of Original Term Adjustments.**

The monthly Base Rent during the Option Term(s) which start(s) on 06/01/2044 shall be increased in accordance with the same formula formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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