

CITY COUNCIL / LRA BOARD

Mayor/Chair

Rachel Hernandez

Council/Authority Members

District 1 - Luis Uribe

Vice Mayor District 2 – Cindy Fosi

District 3 – John Pimentel

District 4 – Stacy Call



CITY OF RIVERBANK

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

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



TUESDAY, APRIL 8, 2025 – 6:00 P.M.

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

1. CALL TO ORDER
2. FLAG SALUTE
3. INVOCATION
4. ROLL CALL
5. AGENDA CHANGES

6. CONFLICT OF INTEREST

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

7. PRESENTATIONS (Informational only)

Item 7.1 **Certificate of Recognition- Edward ‘Fast Eddy’ Jones** It is recommended that the City Council read and present a Certificate of Recognition to Edward ‘Fast Eddy’ Jones.

Item 7.2 **Certificate of Recognition - Naomi Campbell-** It is recommended that the City Council read and present a Certificate of Recognition to Naomi Campbell.

Item 7.3 **National Library Week April 6, 2025 – April 12, 2025-** It is recommended that the City Council read and present the Proclamation for National Library Week to Vicky Holt, Library Assistant.

Item 7.4 **Proclamation - Stanislaus Consolidated Fire Protection District 30th Anniversary-** It is recommended that the City Council read and present the Proclamation to Stanislaus Consolidated Fire Protection District.

Item 7.5 **Presentation – Caltrans District 10-** It is recommended that the City Council receive a presentation from Daniel Ha, Project Manager with Caltrans District 10.

Item 7.6 **Workshop on Preparation of a Short-Term Rental Ordinance-** It is recommended that the City Council to receive a staff presentation on the preparation of a Short-Term Rental Ordinance. The presentation will serve to provide an overview of the purpose of a Short-Term Rental Ordinance and for City Council and the community to provide input on proposed standards/regulations for the Ordinance. No recommendation or formal action is necessary at this point.

8. PUBLIC COMMENTS (No action can be taken)

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

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

IN PERSON COMMENTS

PLEASE FILL OUT A COMMENT CARD AND RETURN TO THE CITY CLERK

9. CONSENT CALENDAR

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

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

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for March 25, 2025.

Item 9.3 **Resolution** to Approve a Final Map for the Countryside III -Subdivision – APN: 062-022-020

Item 9.4 **Resolution** to Approve the Memorandum of Understanding with Stanislaus County to Host Library Operations at the Teen Center during Renovation of the Riverbank Public Library.

10. PUBLIC HEARING- No Items Scheduled.

11. UNFISHED BUSINESS- No Items Scheduled.

12. NEW BUSINESS

- Item 12.1** **Approval of the Public Works Construction Standards:**
- 1.) Resolution to Add New Standard Vertical Curb to Roll-Over Curb Driveway Approach Drawing No. 333 to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 3 – Streets**
 - 2.) Resolution to Update 2” Water Service Standard Drawing No. 505 and Add Two New Standards Drawing No. 534 and 535 to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 5 – Water**
 - 3.) Resolution to Update Catch Basin Drawing No. 702, Open Area Drain Drawing No. 706, Horizontal Drain Drawing No. 721 and add two New Standards to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 7 – Storm**
 - 4.) Resolution to Add New Standards for Micro-Trenching, Excavation and Trench Paving Drawing No. 1008 through 1016 to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 10 – Utilities**
 - 5.) Resolution to Replace in its Entirety CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 11 – Trash Enclosure-** It is recommended that the City Council adopt resolutions to add, update and replace CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 3 – STREETS, Section 5 – WATER, Section 7 – STORM, Section 10 – UTILITIES and Section 11– TRASH ENCLOSURE
- Item 12.2** **A Resolution Accepting the 2024 Annual Progress Report on the Implementation of the City of Riverbank’s Housing Element, One of the Elements of the City of Riverbank’s 2005-2025 General Plan.-** Staff recommends adopting Resolution 2025-XXX, accepting the 2024 Housing Element Annual Progress Report and authorizing Staff to transmit the Annual Progress Report to the Governor’s Office of Land Use and Climate Innovation (LCI) and the California Department of Housing and Community Development (HCD).

13. COMMENTS/REPORTS

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

- Item 13.1** Staff
- Item 13.2** Council/Authority Member
- Item 13.3** Mayor/Chair

14. CLOSED SESSION

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

Item 14.1 **LIABILITY CLAIMS**

Pursuant to Government Code § 54961)
Claimant: Nathan Wilson
Agency Claimed Against: City of Riverbank

Item 14.2 **CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code §54957.6)
Agency representative: City Manager Marisela H. Garcia
Employee Organizations: Riverbank Miscellaneous Employees

15. REPORT FROM CLOSED SESSION

Item 15.1 **Report from Closed Session Item 14.1**

LIABILITY CLAIMS
Pursuant to Government Code § 54961)
Claimant: Nathan Wilson
Agency Claimed Against: City of Riverbank

Item 15.2 **Report from Closed Session Item 14.2** **CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code §54957.6)
Agency representative: City Manager Marisela H. Garcia
Employee Organizations: Riverbank Mid-Management Employee
Association and Riverbank Miscellaneous Employee

16. ADJOURNMENT

The Next Regular City Council Meeting will be on: [Tuesday, April 22,2025](#)

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 3 rd Day of April, 2025 /s/ <u>Gabriela Hernandez, CMC, City Clerk</u>



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.



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

STEP 1/PASO 1



Scan QR Code
Escanea el código

STEP 2/ PASO 2



Choose Spanish language
Escoja el idioma Español

STEP 3/ PASO 3



Read Captions on Device
Use headset for Audio
Lea subtítulos en su aparato
Use auriculares para audio

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



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

PUBLIC “LIVE” VIEWING

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

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 5:00 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 5:00 PM DEADLINE**

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

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

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/89443415826>

Join by accessing website: <https://zoom.us/join>, enter Webinar ID: **894 4341 5826**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128**, plus Webinar ID: **894 4341 5826**

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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	April 8, 2025
Subject:	Certificate of Recognition- Edward 'Fast Eddy' Jones
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read and present a Certificate of Recognition to Edward 'Fast Eddy' Jones.

SUMMARY

Edward Jones celebrating his 95th birthday, recognizing his lifetime of dedication, perseverance, and excellence. His kindness, positive impact, and inspiring spirit have touched many lives. We honor not just his years, but the incredible legacy he has created. May he continue to enjoy health, joy, and the admiration of all who know him.

BACKGROUND

Fast Eddy was born in Waltham, Massachusetts, and later moved to San Francisco, California, as a young boy. He enlisted with the U.S. Army and was stationed in Korea in January 1951, where he worked with generators before his honorable discharge in 1963. In 1969, he began working for Cipponeri Trucking, which brought him to Riverbank, California. Fast Eddy retired at the age of 74 and stayed active by repairing scooters. He now volunteers with American Veterans First and enjoys gardening in his spare time.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Certificate



Special Recognition

Presented to

Edward Jones
‘Fast Eddy’

In honor of your remarkable 95th birthday, this certificate is awarded to you for a lifetime of dedication, perseverance, and excellence. Your unwavering spirit, kindness, and the positive impact you've had on everyone around you is truly inspiring. On this milestone birthday, we celebrate not only your years but the incredible legacy you have built over them. May your days continue to be filled with health, joy, and the admiration of those fortunate to know you.

Rachel Hernandez
Mayor

RIVERBANK CITY COUNCIL
DISTRICT 1 - LUIS URIBE, DISTRICT 3 - JOHN PIMENTEL, DISTRICT 4 - STACY CALL,
VICE MAYOR DISTRICT 2 - CINDY FOSI, MAYOR - RACHEL HERNANDEZ

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	April 8, 2025
Subject:	Certificate of Recognition - Naomi Campbell
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read and present a Certificate of Recognition to Naomi Campbell.

SUMMARY

The Association of California School Administrators (ACSA), Stanislaus Charter and the Stanislaus County Office of Education (SCOE) honored 24 local students during Every Student Succeeding Recognition event on March 11, 2025. At the end of the program, Superintendent Scott Kuykendall announced that Naomi Campbell, a 12th grade student from Adelante High School (Riverbank Unified School District), is the ACSA regional nominee and recipient of the \$500 scholarship. The “Every Student succeeding” program honors students who have succeeded against challenges, gone beyond expectations, or simply won the hearts of their teachers and other staff.

BACKGROUND

Naomi is a student that deserves the recognition for the hard work, determination, and resilience that has helped her overcome several obstacles and succeed. She attended several elementary and high schools, had an unstable living situation with various moves, and was credit deficient prior to finding success at Adelante High School. She enrolled at Adelante High School in the spring semester of her junior year, being one full year behind in graduation credits. While at Adelante High School, Naomi’s living situation stabilized and the staff at Adelante High School was able to provide the academic and socioemotional support for Naomi to flourish. Her senior year, Naomi has taken on a significant role at Adelante High School. She was in student leadership, a Lighthouse Student (through Leader in Me), and also the student representative for Adelante High School in Site Council and Local Control Accountability Plan. She has dramatically

grown, matured, and kept a positive attitude through, making way for her early graduation. It is truly remarkable what Naomi has endured and accomplished.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Certificate



Certificate of Recognition

Presented to

Naomi Campbell

2025 ACSA, Stanislaus Charter and the SCOE "EVERY STUDENT SUCCEEDING" Nominee

The City Council of the City of Riverbank hereby recognizes and congratulates Naomi Campbell for your hard work, determination, and resilience in overcoming obstacles to achieve success.

April 8, 2025

Rachel Hernandez, Mayor

**RIVERBANK CITY COUNCIL
DISTRICT 1 - LUIS URIBE, DISTRICT 3 - JOHN PIMENTEL, DISTRICT 4 - STACY CALL,
VICE MAYOR DISTRICT 2 - CINDY FOSI, MAYOR - RACHEL HERNANDEZ**

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.3

SECTION 7: PRESENTATIONS

Meeting Date:	April 8, 2025
Subject:	National Library Week April 6, 2025 – April 12, 2025
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read and present the Proclamation for National Library Week to Vicky Holt, Library Assistant.

SUMMARY

Riverbank Library offers a range of services for the community whether it is in person or online. Online services provided include eBooks, eMagazines, downloadable audio books, music, movies, online language instruction, and research databases. These services are key to achieve success in all stages of life.

BACKGROUND

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. It is a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support. National Library Week also highlights the valuable role of libraries, librarians, and library workers play in transforming lives and strengthening our communities.

STRATEGIC PLAN

While not directly related to the Strategic Plan it is important to provide support to our libraries and to enrich the library experience. The library is a learning and community hub, supporting literacy, life-long learning, equity, diversity, and inclusivity.

ATTACHMENTS

1. Proclamation



**CITY OF RIVERBANK
PROCLAMATION**

**NATIONAL LIBRARY WEEK
APRIL 6-12, 2025**

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank proclaim National Library Week, April 6-12, 2025. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

April 8, 2025

Rachel Hernandez, Mayor

Riverbank City Council

**District 1 – Luis Uribe, District 3 – John Pimentel, District 4 – Stacy Call
District 2 Vice Mayor – Cindy Fosi, Mayor - Rachel Hernandez**

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.4

SECTION 7: PRESENTATIONS

Meeting Date:	April 8, 2025
Subject:	Proclamation - Stanislaus Consolidated Fire Protection District 30th Anniversary
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read and present the Proclamation to Stanislaus Consolidated Fire Protection District. Deputy Chief Clint Bray and representatives from the SCFPD Board of Directors will be present to accept the proclamation.

SUMMARY

The City of Riverbank is celebrating the 30th anniversary of the Stanislaus Consolidated Fire Protection District. Since its founding in 1995, the district has been dedicated to protecting lives, property, and community safety. The hardworking men and women of the district have shown extraordinary commitment to preventing and responding to emergencies while building strong community partnerships. The anniversary marks the growth and resilience of the district and its leadership.

BACKGROUND

The Stanislaus Consolidated Fire Protection District was formed on March 3, 1995 as a result of Project 94, an exploratory project with the goal of providing the most effective and efficient method of public fire service delivery by reorganizing or combining fire service agencies. SCFPD serves a territory of 195 square miles within the original boundaries of the Riverbank Fire Protection District, Empire Fire Protection District, Waterford-Hickman-LaGrange Fire Protection Districts and the Stanislaus County Fire. SCFPD serves a population of 50,000+ residents within its geographical boundaries. Within these boundaries SCFPD provides service to two cities (Riverbank & Waterford), as well as large unincorporated area within Stanislaus County which includes (Empire, LaGrange, Hickman, Eastern Stanislaus County, Airport District, Gallo Winery and the Beard Industrial Tract).

In addition to emergency response, SCFPD is dedicated to community education and fire prevention, offering programs such as school visits, fire safety classes, and community CPR training. The department continues to invest in modern equipment and ongoing training to meet the evolving needs of the community.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK *Proclamation*

Stanislaus Consolidated Fire Protection District *30th Anniversary*

Whereas, on this day, we gather to celebrate and honor the remarkable 30 years of service provided by the Stanislaus Consolidated Fire Protection District to the City of Riverbank and the surrounding community; and

Whereas, since its establishment in 1995, Stanislaus Consolidated Fire Protection District has been at the forefront of safeguarding lives, protecting property, and ensuring the safety and well-being of our citizens through their unwavering dedication and commitment to excellence; and

Whereas, the men and women of the Stanislaus Consolidated Fire Protection District, have shown extraordinary dedication, working tirelessly to prevent, protect, and respond to emergencies while fostering community partnerships that have made our region a safer place to live, work, and raise families; and

Whereas, the 30th anniversary of the Stanislaus Consolidated Fire Protection District serves as a testament to the growth, progress, and resilience of this institution and its leadership; and

Now, Therefore, I, Rachel Hernandez, Mayor of the City of Riverbank, and the Riverbank City Council, do hereby acknowledge and commend the Stanislaus Consolidated Fire Protection District for its exceptional 30 years of dedicated service.

April 8, 2025

Rachel Hernandez, Mayor

Riverbank City Council

District 1 – Luis Uribe, District 3 – John Pimentel, District 4 – Stacy Call

District 2 Vice Mayor – Cindy Fosi, Mayor - Rachel Hernandez

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.5

SECTION 7: PRESENTATIONS

Meeting Date:	April 8, 2025
Subject:	Presentation – Caltrans District 10
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Capital Projects/Regulatory Compliance Mgr.

RECOMMENDATION

It is recommended that the City Council receive a presentation from Daniel Ha, Project Manager with Caltrans District 10.

SUMMARY:

The following presentation will highlight key projects that Caltrans is working on within the City of Riverbank.

STRATEGIC PLAN

This item directly addresses the City Council's Strategic Plan goal to "Improve Public Safety" and the City's desire to "Maintain safe, well-lit streets and roads."

FINANCIAL IMPACT

There is no financial impact with the report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.6

SECTION 7: PRESENTATIONS

Meeting Date:	April 8, 2025
Subject:	Workshop on Preparation of a Short-Term Rental Ordinance
From:	Marisela H. Garcia, City Manager
Submitted by:	Joshua Mann, Community Development Director

RECOMMENDATION

It is recommended that the City Council receive a staff presentation on the preparation of a Short-Term Rental Ordinance. The presentation will serve to provide an overview of the purpose of a Short-Term Rental Ordinance and for City Council and the community to provide input on proposed standards/regulations for the Ordinance. No recommendation or formal action is necessary at this point.

SUMMARY

Short-Term Rentals are defined as “the use of any dwelling or portions thereof for dwelling, sleeping or lodging purposes for 30 consecutive days or less. Excludes bed and breakfasts, tourist hotels and residential hotels.” A Short-Term Rental typically refers to:

- A furnished dwelling unit or a furnished bedroom in a dwelling unit
- Rented for a short duration such as one night or one week (almost always for 30 days or less)

In most cases, short-term rental hosts rent rooms within a dwelling unit or an entire house or secondary dwelling unit to guests. Common names for these rentals include vacation home rental, short-term vacation rental, short-term rental (STR), and executive suites. They are most commonly advertised through online vacation property rental applications such as Airbnb, Vacation Rentals by Owners (VRBO) and Booking.com. These types of short-term rentals generally accommodate visitors or temporary residents as opposed to permanent residents. They are different from hotels in that they usually occur in buildings designed and approved for residential purposes.

In Riverbank, the number of active short-term rental listings has ranged from 1 to 10 (seven (7) listed as of April 1, 2025 on Airbnb and VRBO).

While there is no State law that provides provisions for the operation of short-term rentals, many jurisdictions have adopted ordinances to regulate the operation of short-term rentals in their Cities.

The purpose of this Workshop is to solicit input from the City Council and the public on the preparation of a Short-Term Rental Ordinance for the City of Riverbank.

ANALYSIS

Current City Regulations for Short-Term Rentals

The City currently does not regulate Short-Term Rentals in the Riverbank Municipal Code (RMC).

Survey of Surrounding Jurisdictions

The following table summarizes Short-Term Rental regulations of jurisdictions in Stanislaus County and San Joaquin County.

Jurisdiction	Regulations	Occupancy Limits	Permitted Zoning Districts
Stanislaus County			
Ceres	No Regulations	-	-
Hughson	No Regulations	-	-
Modesto	Yes, permitted through a Transient Occupancy Registration Permit.	No Occupancy Limits	Not specified
Oakdale	No Regulations	-	-
Patterson	No Regulations	-	-
Turlock	No Regulations	-	-
Waterford	No Regulations	-	-
Newman	No Regulations	-	-
San Joaquin County			
Escalon	No Regulations	-	-
Lathrop	No Regulations	-	-
Lodi	Yes, through a Home Occupation Permit	No Occupancy Limits	Residential Zoning Districts
Manteca	Yes, through a Short-Term Rental and Lodging Permit and a Business License	Yes Booker must be 25 years or older. No booking for anyone under 25. Room occupancy is limited to 2 adults and 1 child per room. Up to 1 pet permitted.	Residential Zoning Districts (R1, R2, and R3)

Workshop Discussion Topics

The following are topics to be discussed during the City Council Workshop regarding Short-Term Rentals and input on preparation of a Short-Term Rental Ordinance.

- **Permitted Zoning Districts.** Which Residential Zoning Districts should permit Short-Term Rentals?
- **Maximum Number of Short-Term Rentals in the City.** Should there be a maximum number of Short-Term Rentals permitted in the City? If so, how many should be permitted in the City?
- **Occupancy Limit.** Should there be an occupancy limit (maximum number of persons allowed by bedroom or on the property)?
- **Permit Requirements.** Should a Conditional Use Permit (CUP) be required to establish a Short-Term Rental? This would require a CUP application submitted to the City and a decision by the City's Planning Commission.
- **Application Submittal Requirements and Procedure.** Application requirements would include address, type of dwelling, number of bedrooms, parking spaces available, driver's license or State identification card, proof of homeowners' insurance, name and contact information of host, photos of smoke detector(s), carbon monoxide detector(s), statement of advertising platform to be used, hold harmless agreement, etc.

The Short-Term Rental Application would be referred to the other City Departments, including the Building Official, Fire Marshal, and Police Chief for review and comment.

- **Renewal Timing and Process.** Staff suggest that the Short-Term Rental application be renewed each year by the property owner.
- **Transient Occupancy Tax (TOT).** Per Chapter 34, *Taxation*, the City imposes a Transient Occupancy Tax of four (4) percent of the rent charged by the operator. Short-Term Rentals would be subject to the TOT.
- **Violations.** Short-Term Rentals may be subject to violations for the following reasons:
 - Creates a substantial disturbance;
 - Exceed occupancy limits;
 - Exceed Noise Standards (e.g., noise exceeding standards between the hours of 10:00 PM and 7:00 AM);
 - Use of the Short-Term Rental for any nonresidential purposes, including large commercial or noncommercial gatherings, parties, commercial filming, and/or non-owner wedding receptions;

Are there any additional violations that should be included in the Short-Term Rental Ordinance? Should there be a monetary fine for violating the provisions of the Short-Term Rental Ordinance?

- **Regulating Department.** The Community Development Department would manage the Short-Term Rental Program.

ENVIRONMENTAL

The Short-Term Rental Ordinance Workshop is not considered a Project and as such, not subject to the California Environmental Quality Act (CEQA).

STRATEGIC PLAN

The City's Strategic Plan identifies goals that the City will work towards for the next three years. This project works towards the goals of "promoting sustainable development", "promoting economic development that supports a job-housing balance", and "maintain a high quality of life."

FINANCIAL IMPACT

Applications for the Short-Term Rental Application would be paid for by the Applicant. If a Conditional Use Permit is required, then the Applicant will pay the associated established application fee.

NEXT STEPS

The next steps for the Short-Term Rental Ordinance are as follows:

- Prepare the Draft Short-Term Rental Ordinance per input from City Council and the public.
- Present the Draft Ordinance in a 2nd Workshop with City Council to solicit input/review.
- Finalize Ordinance and present to Planning Commission and City Council for adoption.
- Prepare the Short-Term Rental Application and Renewal Form.

ATTACHMENT

1. PowerPoint Presentation

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	April 8, 2025
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:	April 8, 2025
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for March 25, 2025.
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of March 25, 2025.

SUMMARY

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. City Council/LRA Meeting Minutes for March 25, 2025.
 - Exhibit A: Written Public Comment – Jagpal Sandhu
 - Exhibit B: Written Public Comment – Katrina Kocheri
 - Exhibit C: Written Public Comment – Sahir Markos

CITY COUNCIL / LRA BOARD

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



CITY OF RIVERBANK

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



TUESDAY, MARCH 25, 2025 – 6:00 P.M.

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

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

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

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

5. AGENDA CHANGES

Order of Presentations will be changed.

6. CONFLICT OF INTEREST

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

None Declared.

7. PRESENTATIONS (Informational only)

Item 7.2 **Certificate of Recognition – Dominic and Bryant Mordinoia, the Brotherly Love Project.** It is recommended that the City Council read and present a Certificate of Recognition to Dominic and Bryant Mordinoia.

Mayor Hernandez read and presented the Certificate of Recognition to Dominic and Mordinoia for their Brotherly Project.

Item 7.3 **Proclamation- National Reading Month-**It is recommended that Mayor Hernandez read the proclamation in honor of National Reading Month.

Mayor Hernandez read the proclamation for National Reading Month.

Item 7.1 **Riverbank Woman of the Year 2025 – Olivia Arambula-** It is recommended that the City Council receive a presentation of the Riverbank Woman of the Year 2025 Award to Olivia Arambula by Senator Alvarado-Gil and present a Certificate of Recognition on behalf of the City of Riverbank.

Landon Whitney, District Director with the office of Senator Marie Alvarado-Gil read and presented a certificate of recognition to Olivia Arambula for being selected as the Woman of the Year 2025.

Mayor Hernandez read and presented a certificate of recognition on behalf of the City of Riverbank for her recognition and selection as Woman of the Year for 2025.

Item 7.4 **Presentation- Community Development Department – Code Enforcement Division-** It is recommended that the City Council receive a presentation from the Community Development Director.

Director of Community Development Josh Mann, gave a presentation on the Code Enforcement Division.

8. PUBLIC COMMENTS (No action can be taken)

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

Mayor Hernandez opened Public Comment Period at 6:30 P.M.

Jagpal Sandhu, submitted Written Comment (As Attached)

Katrina Kocheri, Submitted Written Comment (As Attached)

Sahir Markos, Submitted Written Comment (As Attached)

Daryl Daniel, Riverbank Resident to express opinion regarding Downtown Riverbank.

Residents who spoke in opposition of the Proposed Housing Project on the corner of Oakdale Road & Morrill Road

- 1. Manuel Rivera*
- 2. Steven Vegas*
- 3. Maricris Garaza*
- 4. Lisa Potter*
- 5. Sue Barnes*
- 6. Sal Galvan*
- 7. Roseline Chandra*

Mayor Hernandez closed the Public Comment Period at 7:03 P.M.

9. CONSENT CALENDAR

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

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

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for March 11, 2025.

Item 9.3 **Resolution 2025-016** to Award Contracts for Jacob Myers Park Food Vendors to Ice Ice Baby Ice Cream and Blue-Collar Café.

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

ACTION: *By motion moved and seconded (Uribe/ Call 5/0) to approve Consent Calendar **with correction to Item 9.2.***

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

AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez

NAYS: None / ABSENT: None / ABSTAINED: None

10. PUBLIC HEARING

No Items Scheduled.

11. UNFINISHED BUSINESS

Item 11.1 **Resolutions 2025-XX and 2025- XX adopting the City Council Rules and Procedures Handbook and updating the process for the Councilmembers to place items on the agenda.-** Consider Adoption of the following Resolutions: **Resolution 2025-XX** approving the City Council Rules and Procedures Handbook, which outlines standardized procedures for the efficient conduct of City Council meetings, establishes clear guidelines for Councilmember behavior, and ensures consistency and transparency in the decision-making process. **Resolution 2025-XX** approving the amendment to the Policy and Procedures for Scheduling Items on the City Council Agenda, which formalizes the process by which Councilmembers may refer items for inclusion on future meeting agendas. These resolutions reflect the recommended changes discussed and approved during the February 25, 2025, City Council meeting

City Manager Garcia gave a comprehensive Staff Report and PowerPoint presentation on the City Council Rules and Procedures Handbook with the changes requested by City

Council at the last meeting and the updated to the process for placing items on the agenda by councilmembers.

City Council discussed item with staff.

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

ACTION: *By motion moved and seconded (Uribe/ Call 5/0) to approve **Resolution 2025-017** approving the City Council Policy & Procedures Handbook and **Resolution 2025-018** approving the update to the Policy & Procedure to placing items on the agenda.*

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

AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez

NAYS: None / ABSENT: None / ABSTAINED: None

12. NEW BUSINESS

Item 12.1 **Resolution Approving the Addendum to Initial Study (IS)/ Mitigated Negative Declaration (MND) document prepared for the Riverbank Regional Recycled Water Project (previously adopted MND)-** City staff recommends approval of a Resolution adopting the addendum to the Initial Study (IS)/Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) based on the findings in the Addendum to the MND for the Riverbank Regional Recycled Water Project.

Director of Public Works Cody Bridgewater gave a comprehensive report and PowerPoint presentation on the Addendum to the Initial Study (IS) Mitigated Negative Declaration (MND) for the Riverbank Regional Recycled Water Project (previously adopted).

City Council discussed item with staff.

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

ACTION: *By motion moved and seconded (Uribe/Call 5/0) to approve the **Resolution 2025-019** approving the Addendum to Initial Study (IS) Mitigated Negative Declaration (MND) document for the Riverbank Regional Recycled Water Project.*

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

AYES: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez

NAYS: None / ABSENT: None / ABSTAINED: None

13. COMMENTS/REPORTS

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

Item 13.1 Staff

City Manager Garcia

- *Mayor and Council, I am happy to share that the Crossroads West Commercial Project has been selected as project of the year by Opportunity Stanislaus. It is a competitive nomination process and was reviewed by a panel. I can't tell you who nominated it, but we won. So really, really excited for that. Opportunity Stanislaus has invited us to the award ceremony, which is on Thursday April 17, 2025. That's going to be from 5:30pm to 7:30pm at the Dust Bowl Brewing Company. We are receiving some complimentary tickets that will not be enough to cover all of Council. So, I do want to make sure that those who want to attend do attend. We will be able to obtain additional tickets. Please message me ASAP if you are able to attend so that we can make sure to make the necessary reservations.*

Item 13.2 Council/Authority Member

Councilmember Uribe

- *So, this Thursday I'll be flying out to Burbank for the League of California Cities as the representative on the Revenue and Taxation Subcommittee. We are going to be having some panel discussions on housing community economic development policies. There's going to be a section there about online sales, tax allocations and there's some kind of zip code mismatching.*
- *I see some Love Riverbank committee members here so shout out to you guys Love Riverbank is going to be April 26th the projects are live. So, sign up.*
- *Excited for the Chamber Installation. I know Olivia was going to mention this, but she had some other things going on. So, it's going to be this Friday. It's going to be at Perkis. They're going to be installing two new board members. It's going to be at 6:00 pm here at Perkis.*
- *Red Robin is going to be teaming up again with Sister Cities. We're going to do one more fundraiser at Red Robins. It's going to be this Saturday, the 29th a lot of the committee is going to be there around 6:00 pm. So, you know, feel free to stop by join us for a meal. 20% goes towards Sister Cities. We're doing a lot of a lot of good stuff for that committee, so I'm looking forward to it.*

Councilmember Pimentel:

- *I just want to say that the church that I attend Community Praise Tabernacle. We have a new location, 3208 Stanislaus Street, Pastor Elias Cordova. We're going to have a ribbon cutting ceremony in the near future. I would like to invite the Mayor and City Council when I have more information on that, I will post it, and then I will let the Council know. Thank you.*

Councilmember Call:

- *So, after the last City Council meeting I went to the Stanislaus Homeless Alliance meeting. I am a member on that committee, and I was able to share the Sierra House statistics. I am going to share them all with you. There were 78 men and 81 women who utilize the day use showers, and with these efforts they were also able to be provided clean clothing and a hot meal. Then the three residents who*

graduated from the restart program. When are we going to do certificates for them?

City Manager Garcia clarified: We have been discussing what that may potentially look like? Not everybody is comfortable being out in the public. So, we are certainly looking for ways to be able to accommodate that.

- Modesto has a new facility. It's part of the Bridge Housing, so they are individual units where people live just quite a few on one property. Dignity Village, they are having their opening Thursday.*
- Modesto Gospel Mission was able to present, they have Hannah's House for women and children. That is approximately 90 days out. It's a 3.5 million dollar privately funded project that provides 100 beds for women and children. The Modesto Gospel Mission also went over Volente Roasters, and for those who know me I am a coffee nerd, and it's a social enterprise of the Modesto Gospel Mission that provides work experience, job training and helps make these individuals more employable out in the world. The biggest takeaway again after my last SHA meeting was, it's important to have sustainable methods of funding for these sorts of facilities. Because the money does run out.*
- I also met with El Concilio and how we can bring their services to Riverbank with a partnership. We discussed an opportunity for office hours here in chambers to reach our community on social services, English classes, and even health education.*
- I also reached out to Riverbank Police Services to see how we can, maybe some things that they see in the streets to help us bridge that gap between our communities. So hopefully, we can work something out there.*
- Mayor and I went to the Cal Cities League of California City Central Valley Division dinner last week. For me personally, I just enjoy the opportunity to connect with other city leaders being a newer councilmember it's a big mentorship opportunity to hear about the new legislation coming through and connect with people kind of asking for advice or just, Hey, what are you guys doing? So, it's really a great opportunity.*
- March 16th Crossroads West Community Member hosted a gathering in her home. She reached out to me personally to be a part of it. So, I did go. There was about a dozen community members there who were addressing their concerns that we heard tonight and to gain more insight on several topics within the city like meeting cadences, infrastructure housing numbers, and proposed project on Morrill and overall planning process. I appreciate the opportunity to have an open and respectful discussion with my constituents.*
- The new Chase Bank at Crossroads West is open as of March 18th So if you are a Chase banker, it's open.*
- Stanislaus Latino Chamber of Commerce tomorrow here in the chambers they have a business 101 series on human resources here from 6:00pm to 7:30pm. So, if you own a business and have human resource questions I encourage you to come.*
- April 19th is the Modesto Nuts Chamber Mixer with Stanislaus Latino Chamber.*

Vice Mayor Fosi:

- *Last week, I got to go to Riverbank High School with Rachel and we taste tested desserts for the State of the City they were yummy and we are looking forward to those desserts. So, if you're coming to the state of the City, bring a dessert tummy because there's going to be lots of fun stuff.*
- *April 14th is the next meeting for the Riverbank Historical Society, and it's located in the building behind our facility.*
- *May 18th from 9:00am to 1:00pm. The Riverbank Historical Society and the Federated Women's Group will be having they're after Mother's Day pancake breakfast this year. Not an omelet, but a pancake breakfast at the Community Center, we look forward to everybody coming out. Tickets can be purchased with myself. There will be some over in parks if they want to pick up there. I have them for you, Michael. Or you can call myself or any member of the Historical Society to get those.*

Item 13.3 Mayor/Chair

Mayor Hernandez:

- *On March 15th the American Association for University Women hosted all four women Mayors for Stanislaus County, so Turlock's Mayor, Oakdale's Mayor, Modesto's Mayor, and Myself on a panel to talk to community members. Turlock hosted it, and it was a great opportunity to be in a community with them. I think it's just It's difficult with everyone's busy schedule. So, it was nice to be there.*
- *We did go to Riverbank High School, so they are preparing for 200 attendees. So like a Vice Mayor said, please come hungry.*
- *I attended StanCOG, I am currently on the Executive Committee, and I am now the member on the California Regional Council of Governments and on the regional locally here Valley Vision Committee, both of which have yet to meet.*
- *I will also be going to Burbank for the Community Services Policy Committee to listen in on and participate as part of the committee. I attended the dinner as well, and am serving as the it's a complicated leadership structure but as a second Vice President for our Central Valley Division, so it is a really great organization to be a part of.*
- *But if anyone wants to share a calendar with me, I will add you so send me your email.*
- *The State of The City, so next week, Thursday we are making a huge effort to involve the community. We have Riverbank High School providing the food. We have a local florist providing some of the decorations. We have Collective Space providing some of the decorations for that as well. We have three non-profit, Sister Cities, Love Riverbank, and The Chamber, providing some information on some local initiatives. and so much more so. We will have from 5:00 to 6:00 pm be more of a social mixer hour, and then I will make the program as short as possible at 6 o'clock, so I hope to see you all there.*

14. CLOSED SESSION

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

No Items Scheduled.

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 7:30 P.M.to the next regular scheduled City Council / LRA Meeting of April 8,2025.

ATTEST: (Adopted 04/08/2025)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair

From: [Jagpal Sandhu](#)
To: [City Clerk](#)
Subject: Re: Public Comment for the Record: Opposition to Proposed Transitional/Permanent Housing Plan - Oakdale Rd & Morrill Rd
Date: Tuesday, March 25, 2025 3:45:59 PM

I would also like to request that this be read out loud at tonight's meeting.

Thank you.

On Mar 25, 2025, at 3:31 PM, City Clerk <CityClerk@riverbank.org> wrote:

Received. Thank You for your Public Comment. It will be included in the Record for tonight's meeting.

Gabriela Hernandez, CMC
City Clerk

CITY OF RIVERBANK

6707 Third Street

Riverbank, CA 95367

Phone: (209) 863-7198

Email: ghernandez@riverbank.org

cityclerk@riverbank.org

<image001.png>

From: Jagpal Sandhu [REDACTED]
Sent: Tuesday, March 25, 2025 3:11 PM
To: City Clerk <CityClerk@riverbank.org>
Subject: Public Comment for the Record: Opposition to Proposed Transitional/Permanent Housing Plan - Oakdale Rd & Morrill Rd

Dear Council Members,

I am writing to express my opposition to the proposed low-income, transitional/permanent housing development near Oakdale Road and Morrill Road. While I understand the need for affordable housing and helping those in need, I am concerned

about the potential impact this project may have on our neighborhood.

Specifically, I worry about the strain on local infrastructure, financial sustainability, long-term oversight by CVCR, and the potential negative effect on property values. I believe it is essential to consider alternative locations or more balanced approaches that better align with the character and capacity of our community.

It is my understanding that Sierra House will be or already has exhausted their funds. It was mentioned at the last council meeting that this program has had success and recent graduates. I firmly believe for this reason that funding should go to the Sierra House, instead of the proposed project by CVCR at Oakdale Rd & Morrill Rd.

It was also greatly concerning to the residents of our community discovering the lack of planning and transparency from CVCR at the last council meeting. CVCR have already requested fee waivers prior to submitting their application for grant funding, and have not even gone through the pre-planning process with the city. CVCR has also changed the proposal to the type of housing they will build.

At the last council meeting there was a great amount of concern from City Council regarding the Verizon tower, its proposed location, and impact to community members nearby. I am greatly disappointed that this level of concern and impact was not considered when city council approved the location of this proposed project.

Lastly, I would like for members of the council to put themselves in our communities' shoes and ask themselves, how would they feel if they made one of the biggest financial investments of their lives to move their family to a thriving and prosperous community in hopes of building a future and establishing permanent roots, only to be blindsided by the risk of a poorly planned project with no guarantees of safety and sustainability to be built in their backyard.

I encourage you to prioritize thoughtful planning and community input as you consider this proposal and a relocation or reallocation of funds. Thank you for your time and dedication to our city.

Sincerely,

Jagpal Sandhu

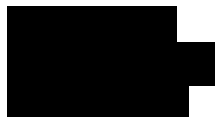


From: [Katrina Kocheri](#)
To: [City Clerk](#)
Subject: Fwd: 3/25 Council meeting public comment KK
Date: Tuesday, March 25, 2025 3:41:41 PM

Hello,

I would like to request that my public comment sent below be read at today's council meeting.

Thank you.



Begin forwarded message:

From: Katrina Kocheri [REDACTED]
Date: March 25, 2025 at 3:16:36 PM PDT
To: cityclerk@riverbank.org
Subject: 3/25 Council meeting public comment KK

Katrina Kocheri Speech to the City Council Regarding the Tiny Home Project at the corner of Oakdale and Morrill

Good evening, members of the council. My name is Katrina Kocheri and I am here on behalf of over 200 concerned residents from Crossroads West and surrounding neighborhoods. We are here tonight because we believe the proposed tiny home project at the corner of Oakdale and Morrill has not been thoughtfully planned and will have serious negative impacts on our community.

First and foremost, the location of this project is simply inappropriate. Our neighborhood is a growing, family-oriented area with new, high-value homes being built. Introducing a transitional or now, permanent housing site next to these homes will almost certainly decrease property values—something that affects not just homeowners but the economic stability of our entire community. This is not a matter of lacking compassion; it's about ensuring that development is done responsibly and with

long-term foresight.

Beyond property values, safety is a significant concern. The demographics this project will serve includes individuals struggling with severe mental health issues and substance abuse. While we understand the need for supportive housing, placing it in close proximity to young families, schools, and a major sports complex is irresponsible. Our children should not be exposed to environments that could put their well-being at risk. The city has a duty to protect all of its residents, and situating this project in a densely populated, family-oriented neighborhood fails to do that.

We are not here to say no to helping those in need. In fact, we urge the council to consider alternatives that make more sense. Instead of forcing this project into an unsuitable location, why not redirect these funds to the Sierra House, a facility that is already serving this population but is struggling due to depleted resources? Investing in an existing program ensures that those in need receive proper support without disrupting stable neighborhoods. We have also been in contact with some building experts to request other locations that will best suit this type of project and will submit more recommendations as information becomes available.

We ask the council to listen to the voices of the residents who live in and invest in this community. There are other locations that would be more appropriate for this project—ones that do not pose a risk to property values, safety, and the well-being of our children. Please reconsider the placement of this project and work with us to find a more responsible solution.

Thank you.

Respectfully,
Katrina Kocher

A solid black rectangular box used to redact the signature of Katrina Kocher.

From: [REDACTED]
To: [City Clerk](#)
Subject: Fwd: 3.25 council public comment
Date: Tuesday, March 25, 2025 3:43:14 PM

Hi there,

May I please request that my emailed public comment below be read at today's council meeting?? Please confirm receipt as well. Thanks.

Regards,
Sahir Markos

Begin forwarded message:

From: Yycsweetspot Yycsweetspot [REDACTED]
Date: March 25, 2025 at 3:25:41 PM PDT
To: cityclerk@riverbank.org
Subject: 3.25 council public comment

Good evening, members of the council. My name is Sahir Markos and I'm writing on behalf of hundreds of residents from Crossroads West and the surrounding neighborhoods who have signed a petition against and are deeply concerned about the proposed tiny home project at Oakdale and Morrill.

This project does not appear to have been thoughtfully planned, and its placement in our community is both concerning and irresponsible. Putting a high-density transitional housing site right next to a brand-new development of expensive homes makes little sense. Homeowners who have invested their savings into this neighborhood will see their property values drop, which affects not just individual families but the economic health of our entire community.

Beyond financial concerns, there is a much larger issue at hand—safety. The individuals this project aims to serve often struggle with substance abuse and severe mental illness. While we understand the need for supportive housing, placing this facility near family neighborhoods, schools, and a sports complex is simply reckless. Our children should not be exposed to environments that could put them at risk. There are better

locations for a project like this—ones that do not pose a threat to the safety and well-being of families who live here.

What's most frustrating is how quickly the council was willing to reconsider the Verizon tower location. Yet, despite overwhelming opposition from the people who actually live here, this project continues to move forward without the same level of consideration. Why was a cell tower's location worth revisiting, but this project—which has far greater implications—is not? We urge you to give this issue the same attention and concern you gave the Verizon tower.

We are not against helping those in need. We are against poor planning. Instead of forcing this project into a location that doesn't make sense, why not redirect these funds to the Sierra House, an existing facility that is struggling due to dwindling funds? Strengthening a program that is already in place is a far more effective and responsible solution.

The residents of this community are speaking loud and clear: this is the wrong location for this project. We ask you to listen to us, to value our concerns, and to reconsider before making a decision that will have long-term negative consequences. Please relocate this project to a more appropriate area.

Thank you.

Regards,

Sahir Markos

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	April 8, 2025
Subject:	Resolution to Approve a Final Map for the Countryside III Subdivision – APN: 062-022-020
From:	Marisela H. Garcia, City Manager
Submitted by:	Joshua E. Mann, Director of Community Development

RECOMMENDATION

Approve the Final Map (“FM”) for the Countryside III Subdivision based on the required finding that the map is in conformity with the provisions of subdivision law and city code.

BACKGROUND

The developer of this project McRoy-Wilbur Communities, Inc. has submitted a request to record the Final Map for their 22 lot single-family residential subdivision located at the northwest corner of Central and Kentucky Avenue (*see Attachment 1 – Countryside III Final Map*). The site is further identified as Stanislaus County APN: 062-022-020 with a physical address of 4131 Kentucky Avenue.

On November 21, 2023, the Planning Commission adopted Resolution No. 2023-016, approving Vesting Tentative Map 04-2023 and related conditions of approval which set forth the infrastructure obligations and conditions related to the site development and build out of approximately 22 residential lots on 4.56 acres (*see Attachment 2 – PC Resolution No. 2023-016 with Tentative Map*).

On June 28, 2022, the City Council adopted Resolution No. 2022-095, approving a Subdivision Improvement Agreement which allowed for all relevant improvements to be constructed prior to Final Map recordation (*see Attachment 3 - Subdivision Improvement Agreement*).

On August 27, 2024, the City Council adopted Resolution No. 2024-077, approving the First Amendment to the Subdivision Improvement Agreement. This amendment allowed the developer an option to provide security bonds to the City for any/all uncompleted improvements and move forward with Final Map recordation (*see Attachment 4 – First Amendment to the Subdivision Improvement Agreement*).

Pursuant to Riverbank Municipal Code Section §152.074 (C)(2), the City Council shall, at the meeting at which it receives the map or at its next regular meeting after the meeting at which it receives the map, approve the map if it is determined to be in conformity with the provisions of law and of this chapter. The Council shall not approve the map if it is determined not to be in conformity with the provisions of law and of this chapter and shall advise the subdivider of its disapproval, and the reason or reasons thereof.

The City Engineer and Community Development Director have reviewed the Final Map (*see Attachment 1 – Countryside III Final Map*) and confirmed that it substantially complies with city standards and the conditions established for the Tentative map. Additionally, the developer has submitted security bonds and an engineer's estimate detailing the remaining improvements to be constructed. The City Engineer and Community Development Director have reviewed and confirmed the estimate and bond amount to ensure it aligns appropriately with the cost of the unfinished improvements.

ENVIRONMENTAL REVIEW (CEQA)

The action of approving a Final Map by the City Council is exempt under the California Environmental Quality Act (CEQA); Statutory Exemptions, Section 15268(b)(3) Ministerial Projects. Therefore, no further environmental review is required. Upon approval of the Final Map by the City Council, a Notice of Exemption will be filed with the Stanislaus County Clerk-Recorder's office.

FISCAL IMPACT

None.

ATTACHMENTS

1. City Council Resolution 2025-
Exhibit A: Countryside III Final Map
2. PC Resolution No. 2023-016 with Tentative Map
3. Subdivision Improvement Agreement
4. First Amendment to the Subdivision Improvement Agreement

CITY OF RIVERBANK

RESOLUTION 2025 -

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING THE FINAL MAP FOR THE COUNTRYSIDE III SUBDIVISION
AT 4131 KENTUCKY AVENUE (APN 062-022-020)**

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

WHEREAS, McRoy-Wilbur Communities, Inc. is the property owner and applicant for The Countryside III Final Map; and

WHEREAS, on November 21, 2023, the Planning Commission adopted Resolution No. 2023-016 approving a Tentative Subdivision Map for twenty-two (22) residential lots on 4.56 acres of land within the city limits of Riverbank; and

WHEREAS, on June 28, 2022, the City Council adopted Resolution No. 2022-095 approving a Subdivision Improvement Agreement and requiring all improvements to be constructed prior to Final Map recordation; and

WHEREAS, on August 27, 2024, the City Council adopted Resolution No. 2024-077, approving the First Amendment to the Subdivision Improvement Agreement, allowing the developer an option for Final Map recordation along with necessary security bonds for uncompleted improvements; and

WHEREAS, the City has now received a Final Map application to subdivide the approximately 4.56 acre site into twenty-two (22) lots at the subject site; and

WHEREAS, the City Engineer and Director of Community Development have reviewed the Final Map and have determined that the plans are in substantial compliance with city standards and with the conditions placed upon the Tentative Map; and

WHEREAS, pursuant to Riverbank Municipal Code Section §152.074 (C)(2), the City Council shall, at the meeting at which it receives the map or at its next regular meeting after the meeting at which it receives the map, approve the map if it is determined to be in conformity with the provisions of law and of this chapter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Engineer to record the Countryside III Final Map

(**Exhibit A**) for McRoy-Wilbur Communities, Inc. upon determination that the map is in conformity with the provisions of state law.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 8th day of April 2025; 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,CMC
City Clerk

Rachel hernandez
Mayor

Attachment: Exhibit A - Final Map

OWNER’S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE, IN FEE, LOT A, 20’ OF CENTRAL AVENUE, TERRIER COURT, LASSIE COURT, AND 10’ OF KENTUCKY AVENUE; AS EASEMENTS, THE 10 FOOT WIDE PUBLIC UTILITY EASEMENTS; ALL AS SHOWN ON AND LYING WITHIN THE BOUNDARY OF THE LAND BEING DIVIDED BY THIS SUBDIVISION MAP.

OWNER: McROY WILBUR COMMUNITIES, INC., A CALIFORNIA CORPORATION

IAN WILBUR – SECRETARY

DATE: _____

NOTARY STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } S.S.
COUNTY OF _____

ON _____, 20____, BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____ COMMISSION NUMBER: _____

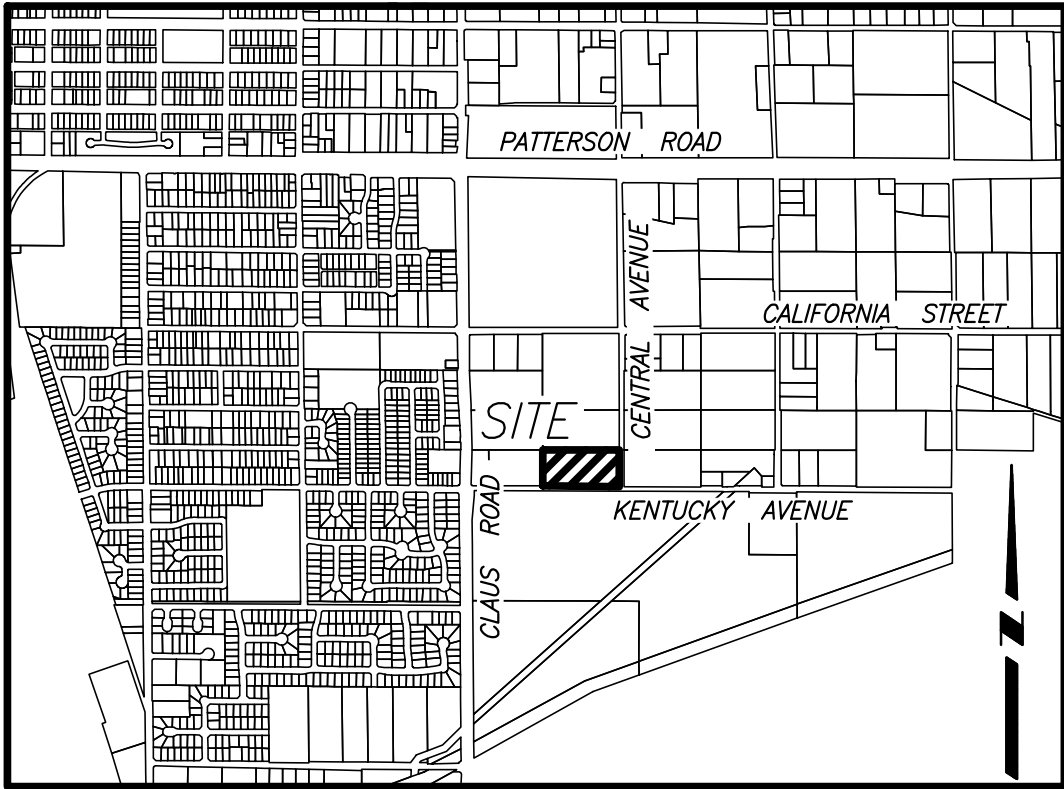
PRINCIPAL COUNTY OF BUSINESS: _____ MY COMMISSION EXPIRES: _____

COUNTRYSIDE, PHASE 3

BEING A SUBDIVISION OF LOT 346 AS SHOWN ON THAT MAP ENTITLED “MAP OF RIVERBANK IRRIGATED FARMS” FILED IN VOLUME 7 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA
FEBRUARY 2025

B **BENCHMARK ENGINEERING**
CIVIL ENGINEERING, PLANNING, AND LAND SURVEYING
4265 SPYRES WAY, SUITE A, MODESTO, CALIFORNIA, 95356 (209) 548-9300

VICINITY MAP N.T.S.



TAX COLLECTORS CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO LIENS AGAINST THE SUBDIVISION OR ANY PART THEREOF FOR ANY UNPAID STATE, COUNTY, SCHOOL, MUNICIPAL, IRRIGATION OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.
APN: 062–022–020.

DATED THIS _____ DAY OF _____, 20____.

DONNA RILEY, STANISLAUS COUNTY TAX COLLECTOR

BY: _____
DEPUTY

(PRINT NAME)

CLERK OF THE BOARD OF SUPERVISOR’S CERTIFICATE

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS: {CHECK ONE}

- ☐ A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE AT THE TIME OF FILING OF THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.
- ☐ B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS _____ DAY OF _____, 20____.

ELIZABETH A. KING
CLERK OF THE BOARD OF SUPERVISORS
STANISLAUS COUNTY, CALIFORNIA

BY: _____
DEPUTY

(PRINT NAME)

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MARK WILBUR AND BENCHMARK ENGINEERING, IN FEBRUARY 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONAL APPROVED TENTATIVE MAP, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 20____.

PRELIMINARY FOR REVIEW ONLY

MICHAEL HALTERMAN P.L.S. 8040

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES OF THE CITY OF RIVERBANK, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF ANY.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
WILLIAM F. KULL, R.C.E. 34935
CITY ENGINEER, CITY OF RIVERBANK

CITY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS ACCOMPANYING MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
WILLIAM F. KULL, L.S. 5792
CITY LAND SURVEYOR, CITY OF RIVERBANK

PLANNING COMMISSION STATEMENT

THIS IS TO CERTIFY THAT THIS MAP CONFORMS TO THE TENTATIVE MAP RECOMMENDED BY THE PLANNING COMMISSION AT A DULY AUTHORIZED MEETING HELD ON _____, 20____, AND APPROVED BY THE CITY COUNCIL AT A DULY AUTHORIZED MEETING HELD ON _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

JOSHUA E. MANN, SECRETARY OF THE PLANNING COMMISSION
CITY OF RIVERBANK

CITY CLERK’S STATEMENT

THIS IS TO CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE _____, DAY OF _____, 20____, THE CITY COUNCIL OF THE CITY OF RIVERBANK, COUNTY OF STANISLAUS, APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC PURPOSES, THE DEDICATION OF REAL PROPERTY IN FEE SIMPLE FOR PUBLIC USE LOT A, LASSIE COURT, TERRIER COURT, 20’ OF CENTRAL AVENUE, AND 10’ OF KENTUCKY AVENUE, AND AS EASEMENTS, THE AREA DESIGNATED “PUBLIC UTILITY EASEMENT” (PUE), LYING WITHIN THE BOUNDARY OF THIS SUBDIVISION, SAID ACCEPTANCE IS MADE UNDER THE AUTHORITY OF RIVERBANK CITY COUNCIL RESOLUTION No. 98.97, ADOPTED AUGUST 24, 1998.

DATED THIS _____ DAY OF _____, 20____.

GABRIELA HERNANDEZ, CITY CLERK, CITY OF RIVERBANK

RECORDER’S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ O’CLOCK ____ M.

IN BOOK _____ OF MAPS AT PAGE _____, STANISLAUS COUNTY RECORDS.

AT THE REQUEST OF MARK WILBUR

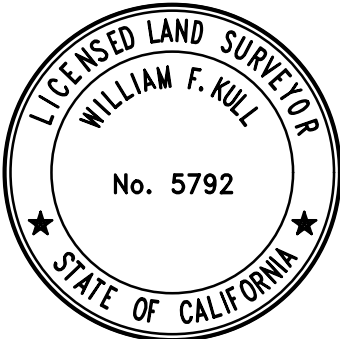
DONNA LINDER
STANISLAUS COUNTY RECORDER

INSTRUMENT NO. _____

FEE: _____

BY: _____, DEPUTY

PRINT NAME



BEING A SUBDIVISION OF LOT 346 AS SHOWN ON THAT MAP ENTITLED "MAP OF
RIVERBANK IRRIGATED FARMS" FILED IN VOLUME 7 OF MAPS AT PAGE 23,
STANISLAUS COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN,
CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA
FEBRUARY 2025



NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER

- FOUND MONUMENT AS NOTED
- ◎ FOUND MONUMENT IN WELL AS NOTED
- ▲ FOUND GPS MONUMENT AS NOTED
- SET 3/4" X 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
- ◎ SET 3/4" X 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
- ✕ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AS A WITNESS CORNER 1.00' FROM TRUE CORNER, MEASURED PERPENDICULAR FROM RIGHT-OF-WAY ANGLES AND CURVE POINTS

(R) RADIAL BEARING

-PM- PARCEL MAP

-M- RECORDED MAP

(M) MEASURED ON THIS SURVEY

S.C.R. STANISLAUS COUNTY RECORDS

P.U.E. PUBLIC UTILITY EASEMENT

WC WITNESS CORNER

FOUND BRASS DISC STAMPED
"CLAUS 1973" SET IN CONCRETE, IN
MONUMENT WELL AT INTERSECTION OF
PATTERSON ROAD AND CLAUS ROAD PER
NGS DATASHEET FOR PID HS4637.

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION SHOWN IS FROM STANISLAUS COUNTY RECORDS.

- (A) 7-M-23, MAP OF RIVERBANK IRRIGATED FARMS, S.C.R.
- (B) 11-S-121, S.C.R.
- (C) 14-PM-46, S.C.R.
- (D) 31-PM-82, S.C.R.
- (E) CORNER RECORD NO. 647, S.C.R.
- (F) 34-M-79, KATHLEEN ESTATES, UNIT NO. 1, S.C.R.
- (G) 12-PM-55, S.C.R.
- (H) COUNTRYSIDE, PHASE 1, 44-M-85, S.C.R.
- (I) COUNTRYSIDE, PHASE 2, 45-M-04, S.C.R.
- (J) CERTIFICATE OF CORRECTION DOC. NO. 2022-0068758, S.C.R.

22 LOTS	3.25 ACRES
LOT A	0.38 ACRES
STREETS	0.94 ACRES
TOTAL	4.57 ACRES

BEARINGS ON THIS MAP ARE BASED UPON A LINE OBSERVED BETWEEN CITY OF MODESTO GPS MONUMENT 2728 AND NGS MONUMENT "CLAUS" (PID HS4637). THE BEARING BETWEEN THOSE POINTS IS CALCULATED TO BE N0°31'09"W BASED UPON THE COORDINATES PUBLISHED ON THE RECORD OF SURVEY FILED IN 22-S-51, S.C.R. AND THE NGS DATA SHEET FOR STATION "CLAUS". SEE GPS DETAIL ON THIS SHEET.

SEE SHEET 3

FOUND CONCRETE MONUMENT IN MONUMENT WELL.
NO TAG OR MARKINGS ON MONUMENT. FOUND AND
HELD SWING TIES IN PAVEMENT PER (B)(C)(D)(H)(I).

DATE: 2/12/2025 14:54 FILE: M:\141605\Survey Drawings\COUNTRYSIDE PHASE 3 FM\02-BNDY PH 3.dwg

LEGEND

- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
- FOUND MONUMENT AS NOTED
 - ⊙ FOUND MONUMENT IN WELL AS NOTED
 - ⊙ FOUND GPS MONUMENT AS NOTED
 - SET 3/4" X 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
 - ⊙ SET 3/4" X 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
 - ⊗ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AS A WITNESS CORNER 1.00' FROM TRUE CORNER, MEASURED PERPENDICULAR FROM RIGHT-OF-WAY ANGLES AND CURVE POINTS
 - (R) RADIAL BEARING
 - PM- PARCEL MAP
 - M- RECORDED MAP
 - (M) MEASURED ON THIS SURVEY
 - S.C.R. STANISLAUS COUNTY RECORDS
 - P.U.E. PUBLIC UTILITY EASEMENT
 - WC WITNESS CORNER

REFERENCES

- (A) 7-M-23, MAP OF RIVERBANK IRRIGATED FARMS, S.C.R.
(B) 11-S-121, S.C.R.
(C) 14-PM-46, S.C.R.
(D) 31-PM-82, S.C.R.
(E) CORNER RECORD NO. 647, S.C.R.
(F) 34-M-79, KATHLEEN ESTATES, UNIT NO. 1, S.C.R.
(G) 12-PM-55, S.C.R.
(H) COUNTRYSIDE, PHASE 1, 44-M-85, S.C.R.
(I) COUNTRYSIDE, PHASE 2, 45-M-04, S.C.R.
(J) CERTIFICATE OF CORRECTION
DOC. NO. 2022-0068758, S.C.R.

CURVE DATA TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°40'17"	20.00'	31.65'
C2	90°00'00"	20.00'	31.42'
C3	38°44'22"	50.00'	33.81'
C4	15°34'51"	50.00'	13.60'
C5	23°09'31"	50.00'	20.21'
C6	25°28'44"	50.00'	224.69'
C7	45°27'38"	50.00'	39.67'
C8	41°50'59"	50.00'	36.52'
C9	41°25'45"	50.00'	36.15'
C10	41°25'45"	50.00'	36.15'
C11	41°50'59"	50.00'	36.52'
C12	45°27'38"	50.00'	39.67'
C13	38°44'22"	50.00'	33.81'
C14	23°09'31"	50.00'	20.21'
C15	15°34'51"	50.00'	13.60'

CURVE DATA TABLE

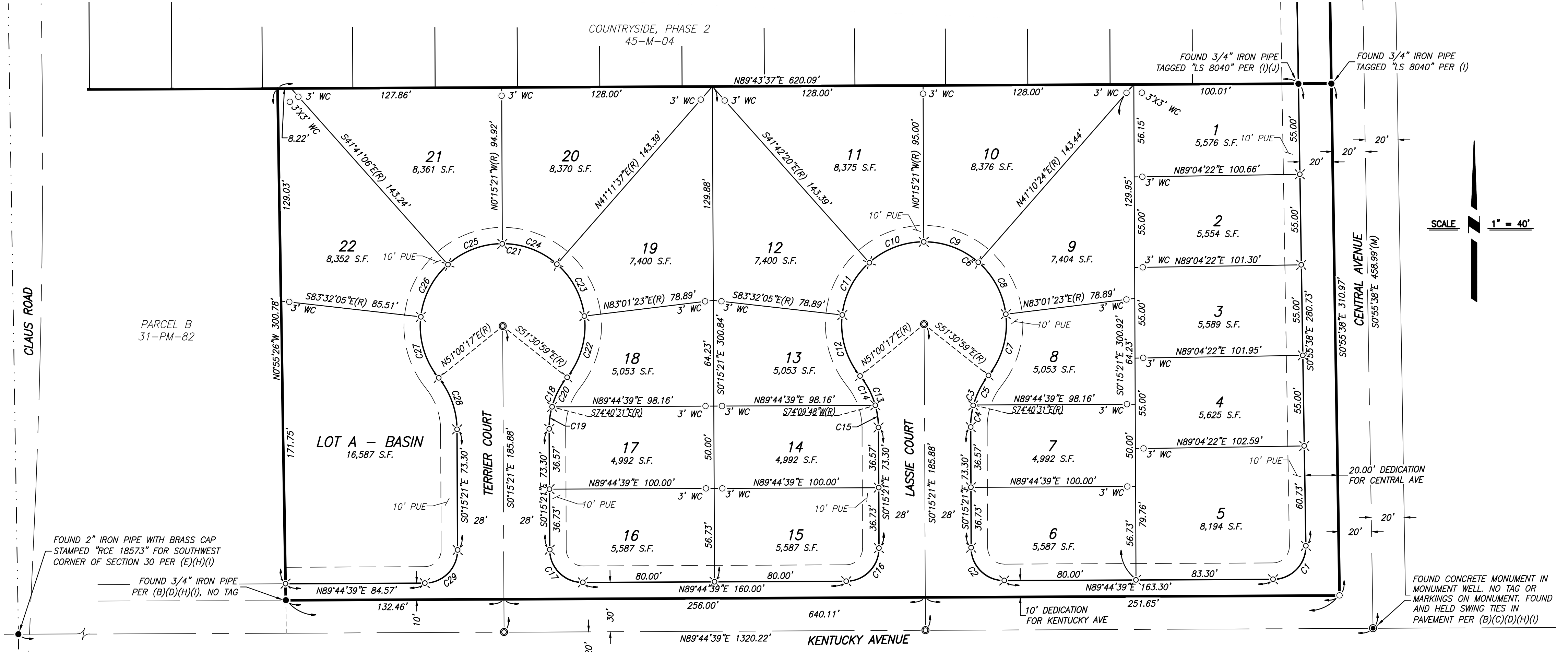
CURVE	DELTA	RADIUS	LENGTH
C16	90°00'00"	20.00'	31.42'
C17	90°00'00"	20.00'	31.42'
C18	38°44'22"	50.00'	33.81'
C19	15°34'51"	50.00'	13.60'
C20	23°09'31"	50.00'	20.21'
C21	25°28'44"	50.00'	224.69'
C22	45°27'38"	50.00'	39.67'
C23	41°50'59"	50.00'	36.52'
C24	41°25'45"	50.00'	36.15'
C25	41°25'45"	50.00'	36.15'
C26	41°50'59"	50.00'	36.52'
C27	45°27'38"	50.00'	39.67'
C28	38°44'22"	50.00'	33.81'
C29	90°00'00"	20.00'	31.42'

COUNTRYSIDE, PHASE 3

BEING A SUBDIVISION OF LOT 346 AS SHOWN ON THAT MAP ENTITLED "MAP OF RIVERBANK IRRIGATED FARMS" FILED IN VOLUME 7 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA
FEBRUARY 2025

BENCHMARK ENGINEERING
CIVIL ENGINEERING, PLANNING, AND LAND SURVEYING
4265 SPYRES WAY, SUITE A, MODESTO, CALIFORNIA, 95356 (209) 548-9300

- NOTES
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
 - ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
 - ALL RECORD INFORMATION SHOWN IS FROM STANISLAUS COUNTY RECORDS.



PRELIMINARY FOR REVIEW ONLY

**City of Riverbank
Planning Commission
Resolution No. 2023-016**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK APPROVING OF THE REQUEST OF MCROY WILBUR
COMMUNITIES FOR VESTING TENTATIVE MAP 04-2023 TO SUBDIVIDE
4.6± ACRES INTO 22 PLANNED DEVELOPMENT SINGLE FAMILY
RESIDENTIAL LOTS AND 3 REMAINDER LOTS, LOCATED AT 4131
KENTUCKY AVENUE APN: 062-022-020**

WHEREAS, an application has been received from McRoy Wilbur Communities with a proposal to subdivide approximately 4.6± acres into twenty-two (22) single family and three (3) remainder lots which allows for a net density of zero to eight (0-8) dwelling units per acre; and

WHEREAS, the City Subdivision Ordinance, Section 152.037 states that as a condition of approval of a vesting tentative map, the subdivider shall dedicate and develop parkland, pay a fee in lieu thereof, or both, at the option of the City. In this case the City has chosen to accept the payment of an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of 0.19 acres; and

WHEREAS, public facilities represent the public's investment in the development of the complex, urban infrastructure that is necessary to support the physical operation of the city; and

WHEREAS, the proposed vesting tentative map is consistent with the following General Plan policies discussed in the staff report: DESIGN-2.4 (minimum dimensions), DESIGN-2.5 (streetscapes), DESIGN-3.1 (continuity), DESIGN-3.2 (pedestrian-friendly), DESIGN-3.5 (small lot minimization), DESIGN 5.2 (eyes on the street), CONS-4.2 (stormwater), CONS-8.6 (compact development), CONS-8.9 (drought-tolerant landscape), and SAFE 2.2 (fire protection); and

WHEREAS, Vesting Tentative Map 04-2023 was reviewed by the Riverbank Planning Commission at a regular meeting held on November 21, 2023 in the manner prescribed by law; and

WHEREAS, the Riverbank Planning Commission approves the Vesting Tentative Map prepared by Benchmark Engineering, Inc. dated October 23, 2023 and modified by adopted Conditions of Approval, and incorporated herein as a part of this Planning Commission Resolution; and

WHEREAS, the Planning Commission of the City of Riverbank hereby finds and adopts the following findings:

- A. The project is consistent with the General Plan with modification by the adopted conditions of approval.
- B. Notice to the general public and adjoining neighbors in the time and in the manner required by State Law and City Code was provided.

- C. The City finds that Pursuant to the California Environmental Quality Act, the proposed Vesting Tentative Map is exempt from additional environmental analysis pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects. The project is consistent with the (a) General Plan and its (b) EIR, (c) existing utility services are available to serve the project, (d) the project has no wetlands or value as wildlife habitat, (e) the project site is not on any environmental clean-up list, (f) the site and surrounding properties do not have the potential of exposure to future residents of hazardous substances, (g) the project will not have a significant effect on historical resources, (h) the site is not within an earthquake fault zone or subject to wildland fires, landslides or flooding, (i) the site is not within a developed open space area, and (j) the site is not located within the boundaries of a state conservancy.
- D. The approval of Vesting Tentative Map 04-2023 to divide parcel APN 062-022-020 of 4.6± acres into 22 single family lots and 3 remainder lots will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood in that the project is similar to, and compatible with, neighboring uses in the area.

Whereas, the request for the Vesting Tentative Map is hereby approved by the Planning Commission of the City of Riverbank, subject to and modified by the following conditions:

1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014, including annexing into Community Facilities District 2016-01 or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project; and
2. The project storm drainage shall be sized to manage the storm water from Central Avenue, Kentucky Avenue, and Courts A and B together with all lots. Sizing shall be based on percolation rates; and
3. The basin is not likely to be an interim basin since there is no provision currently for a regional basin (Tentative Map Note 7). Remove all reference to an interim basin and remove the lot lines for lots 23-25 and make them a City Standard basin design; and
4. All wells and septic tanks shall be abandoned as a condition of map approval; and
5. A 12-inch waterline in Kentucky Avenue is required to be connected at Central Avenue and tie into Claus Road; and
6. Water valves shall be installed at all three legs of the water cluster; and
7. Three (3) sets of landscape and irrigation plans conforming to the state's MWELo requirements shall be prepared and submitted with fee for review and approval by the City's contract landscape architect before Final Map. The storm basin shall be fully landscaped and slope protection provided; and
8. The City's Post Construction Standards Plan needs to be followed including DMA's LID standards, and the required worksheets located in the Appendix of the document. The document is available on the City's website; and

9. The location of OID facilities shall be shown and any proposed relocation or improvements including easements; and
10. All existing overhead electrical shall be placed underground; and
11. Applicant shall pay an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of 0.19 acres; and
12. All wet utilities are to be cleaned, tested, and videotaped prior to acceptance by the City of Riverbank; and
13. Street names shall be approved by City Council on the Final Map; and
14. An automatic fire system shall be provided for all Group R occupancies. **CFC 903.2.8**; and
15. Buildings shall be provided with proper address identification in accordance with the California Fire Code as amended by the Stanislaus Consolidated Fire Protection District. **CFC 505.1**; and
16. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into the jurisdiction. All fire apparatus access roads shall meet the design requirements of the California Fire Code. **CFC 503.1.1**; and
17. During construction, Fire apparatus access roads shall be clearly marked with notices or markings that include the words NO PARKING – FIRE LANE. The markings shall be clean and legible at all times. **CFC 503.3**; and
18. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to the site. **CFC 507.1**; and
19. Fire apparatus access roads and a water supply for fire protection shall be installed and made serviceable prior to and during the time of construction. **CFC 501.4**; and
20. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two (2) times per day; and
21. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; and
22. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; and
23. All vehicle speeds on unpaved roads shall be limited to fifteen (15) miles per hour; and
24. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binding are used; and
25. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes. Clear signage shall be provided for construction workers at all access points; and

26. All construction equipment shall be maintained and properly tuned in accordance with manufacture's specifications. All equipment shall be checked by a certified visible emissions evaluator; and
27. Post a publicly visible sign with the telephone number and person to contact at the Air District regarding dust complaints. The Air District shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations; and
28. Applicant shall comply with San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review; and
29. If potential human remains are encountered, the construction contractor shall halt work in the vicinity (within 100 feet) of the find and contact the City of Riverbank. The project applicant and/or contractor shall be required to contact the Stanislaus County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner would contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC would identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; and
30. Consistent with the requirements of the City of Riverbank Municipal Code, the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the project applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period. The SWPPP shall be designed to address the following objectives:
 - a. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity, are controlled using source control and treatment control best management practices (BMPs).
 - b. Where not otherwise permitted by the Regional Water Quality Control Board, all non-stormwater discharges are identified and eliminated.
 - c. BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity in accordance with the Construction General Permit; and
31. The project applicant shall fully comply with the City of Riverbank Municipal Code and all Regional Water Quality Control Board stormwater permit requirements, including Provision C.3 of the Municipal Regional Permit (MRP). This will require preparation and implementation of a complete Stormwater Control Plan (SCP) for the project, which shall be submitted to the City Engineer for review and approval prior to any construction activity. The SCP shall act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project and shall be designed to comply with both MRP and City of Riverbank requirements. At a minimum, the SCP for the project shall include the following:
 - a. An inventory and accounting of existing and proposed impervious areas.
 - b. Low Impact Development (LID) design details incorporated into the project. Specific LID design details may include but are not limited to rain gardens, bio retention areas, pervious pavements,

harvesting and reuse of stormwater, dispersal of runoff to landscaped areas, and/or routing of runoff swales and other small-scale facilities distributed throughout the site.

- c. Measures to address potential stormwater contaminants. These may include measures to address potential sources of stormwater pollutants at the project site, covering trash collection and parking areas.
- d. A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan shall be finalized prior to the issuance of any building permits for the project; and

32. Construction equipment shall be well maintained to be as quiet as possible. The following measures, when applicable, shall be implemented to reduce noise from construction activities:

- a. All internal combustion engine-driven equipment shall be equipped with mufflers that are
- b. in good condition and appropriate for the equipment.
- c. "Quiet" models of air compressors and other stationary noise sources shall be used, where technology exists.
- d. Stationary noise-generating equipment shall be located as far as feasible from sensitive receptors (neighboring dwellings).
- e. Unnecessary idling of internal combustion engines shall be prohibited.
- f. Staging areas and construction material storage areas shall be located as far away as possible from adjacent sensitive land uses (neighboring dwellings).
- g. Construction-related traffic shall be routed along major roadways (Claus Road and Kentucky Avenue) and as far as feasible from sensitive receptors.
- h. Residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. The construction contractor shall designate a "construction liaison" that would be responsible for responding to any local complaints about construction noise. The liaison shall determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and shall institute reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the liaison at the construction site.
- i. The construction contractor shall hold a pre-construction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and construction liaison) are completed.

NOW THEREFORE, BE IT RESOLVED the City of Riverbank Planning Commission approves Vesting Tentative Map No. 04-2023 (**Exhibit A**), subject to these Conditions of Approval established by Resolution No. 2023-016 and to be recorded as modified.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a meeting held on the 21st of November, 2023 motioned by Commissioner _____, seconded by Commissioner _____, and upon roll call was carried by the following vote of _-_:

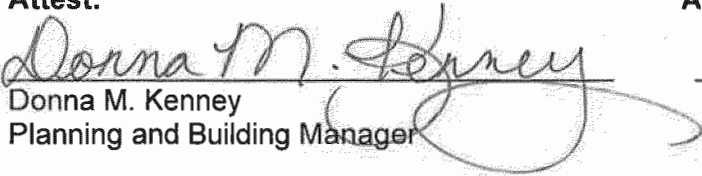
AYES: Commissioners

NOES:

ABSENT:

ABSTAIN:

Attest:


Donna M. Kenney
Planning and Building Manager

Approved:


Natasha Basso, Chairperson
Planning Commission

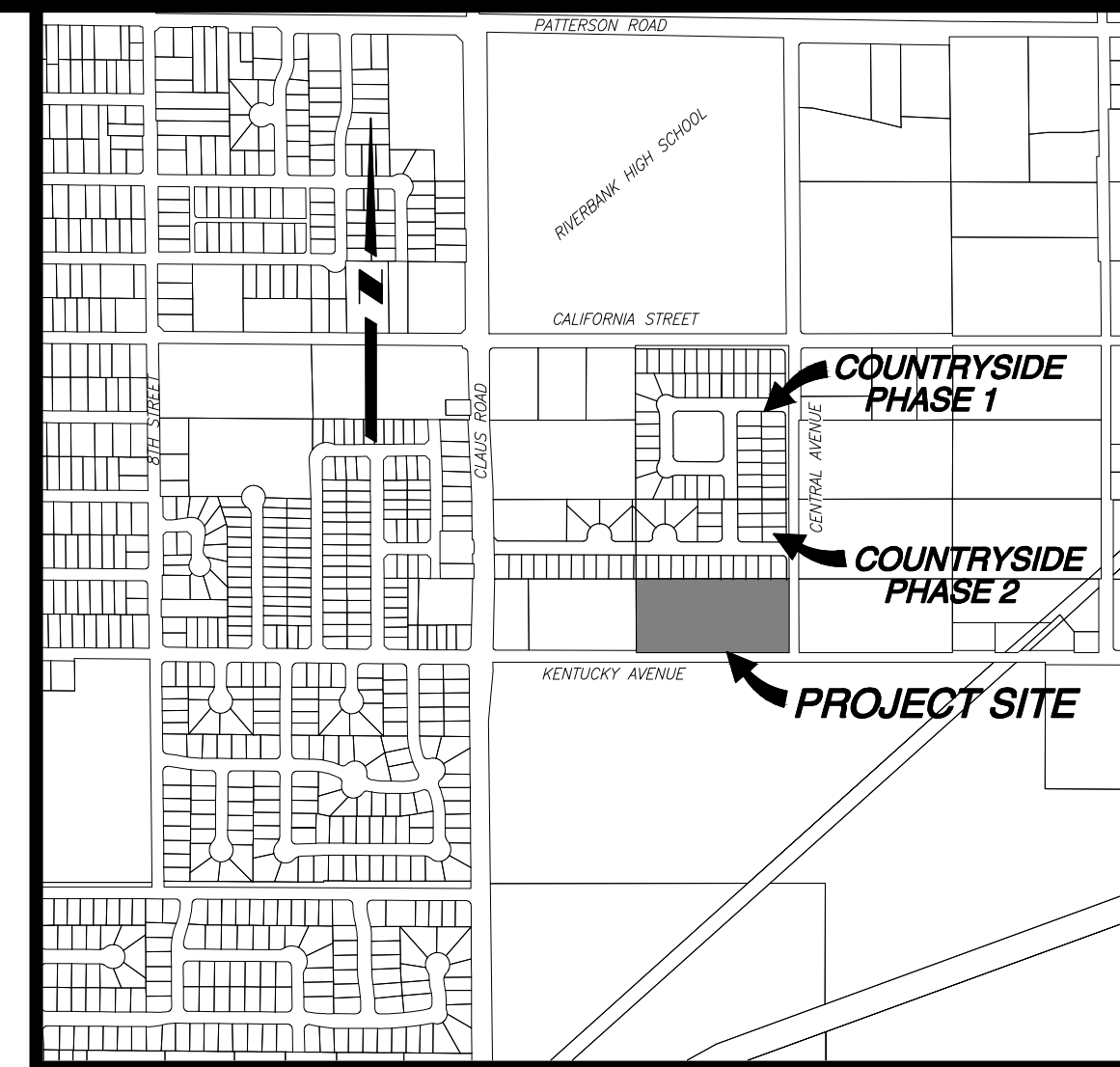
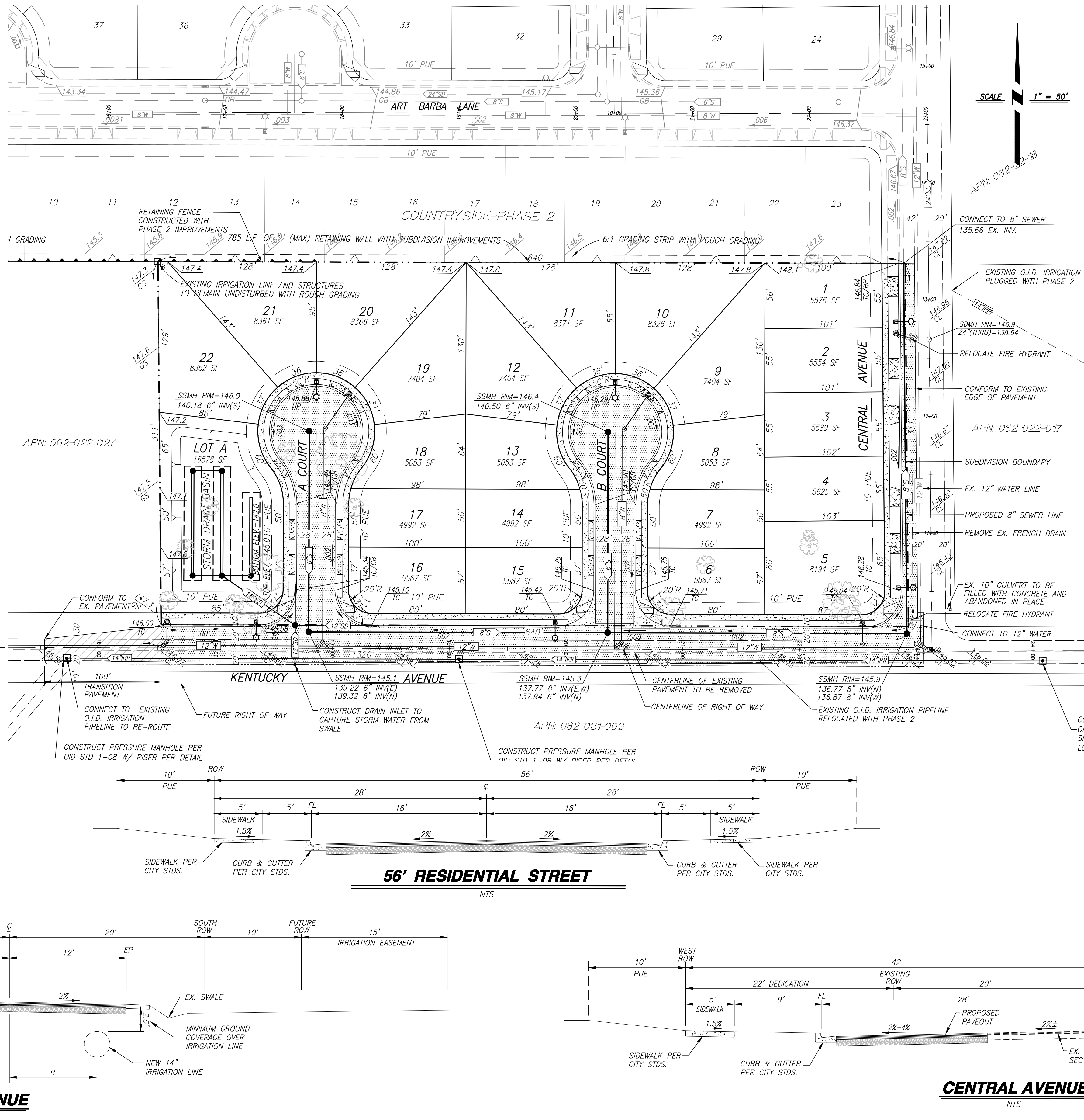
Attachment: Exhibit A – Vesting Tentative Map 04-2023

LEGEND

EXISTING	PROPOSED
WATER VALVE	⊗
FIRE HYDRANT	⊗
BLOWOFF VALVE	⊗
DRAIN INLET	⊗
STANDARD MANHOLE	⊗
WATER LINE	8" W
SANITARY SEWER	8" S
STORM DRAIN	18" SD
TYPICAL STREET LIGHT	⊗
STANDARD DRIVEWAY	⊗
DIRECTION OF FLOW	N/A
TOP OF CURB ELEVATION	68.34
ORIGINAL GROUND	N/A
CURB, GUTTER AND SIDEWALK	⊗

VESTING TENTATIVE SUBDIVISION MAP COUNTRYSIDE - PHASE 3

BEING SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 30, T.2S., R.10E.,
MOUNT DIABLO BASE AND MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA



OWNERS
McROY-WILBUR COMMUNITIES, INC.
605 STANDFORD AVE. SUITE H
MODESTO, CA 95350
(209) 491-5450

SUBDIVIDER
McROY-WILBUR COMMUNITIES, INC.
605 STANDFORD AVE. SUITE H
MODESTO, CA 95350
(209) 491-5450

- STATEMENT OF SUBDIVIDER**
- ASSESSORS PARCEL NO: 062-022-020
 - EXISTING ZONING: PD
 - EROSION CONTROL PER CITY OF RIVERBANK ORDINANCES AND STANDARDS.
 - FRONT YARD DEPTHS AND BUILDING LINES PER CITY OF RIVERBANK ORDINANCES AND STANDARDS.
 - WATER SUPPLY: CITY OF RIVERBANK.
 - SEWAGE DISPOSAL: CITY OF RIVERBANK.
 - STORM DRAINAGE: CITY OF RIVERBANK.
 - EROSION CONTROL PER CASQA STANDARDS AND CITY OF RIVERBANK.
 - TREE TYPE AND LOCATION SHALL BE DETERMINED BY CITY OF RIVERBANK.
 - ALL IMPROVEMENTS AND PUBLIC FACILITIES WILL BE INSTALLED OR CONSTRUCTED AT THE TIME OF DEVELOPMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE MUNICIPAL CODE, REGULATIONS, AND RIVERBANK CITY STANDARDS.

- NOTES:**
- STREET IMPROVEMENTS SHALL BE INSTALLED PER CITY OF RIVERBANK STANDARD SPECIFICATIONS.
 - ALL EXISTING WELLS SHALL BE ABANDONED UNDER A CITY OF RIVERBANK WELL DEMO PERMIT AND SEPTIC TANKS SHALL BE REMOVED OR ABANDONED AS PER STANISLAUS COUNTY ENVIRONMENTAL RESOURCES DEPT. STANDARDS.
 - ALL BUILDINGS, STRUCTURES AND TREES SHALL BE REMOVED PRIOR TO DEVELOPMENT.
 - THE SITE HAS BEEN ROUGH-GRADED FOR THE PROPOSED STREETS AND HOUSE PADS UNDER THE PREVIOUS TENTATIVE MAP.
 - EXISTING IMPROVEMENTS SHOWN WERE ACQUIRED FROM RECORD INFORMATION AND SHALL BE VERIFIED IN THE FIELD.
 - TOTAL AREA OF THIS SUBDIVISION IS 4.56 ACRES± (5.48 UNITS/NET ACRE) CONTAINING 22 RESIDENTIAL LOTS WITH A STORM DRAINAGE BASIN.
 - THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE MULTIPLE SUBDIVISION MAPS AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1.

VOLUME CALCULATION:

VOLUME (AC. FT.) = CAR/12
C = 0.55
A = 5.32 ACRES R = 2.88 IN
V = (0.55 X 5.32 X 2.88) / 12
V = 0.70224 AC. FT.
V = 0.70224 AC. FT. X 43,560 S.F. = 30,590 C.F.
V = 30,590 C.F. = 228,810 GAL

BASIN CAPACITY CALCULATION:

TOTAL VOLUME REQUIRED: V = 30,590 C.F. = 228,810 GAL
BASIN VOLUME: (8,459 S.F. BOTTOM + 10,448 S.F. HW) / 2 = 9,454 S.F. (AVG)
: 9,454 S.F. X 2' DEEP = 18,907 C.F.
HORIZONTAL DRAIN VOLUME: (271 L.F. PERC TRENCH X 15' WIDE X 8' DEEP) = 32,520 C.F.
DEDUCT 24" PIPE = 3.14 X 1' X 247 L.F. = 776 C.F. FROM 32,520 C.F. = 31,744 C.F.
DRAIN ROCK CAPTURE VOLUME: 31,744 C.F. X 0.35 (ROCK VOIDS) = 11,110 C.F.
HORIZONTAL DRAIN SYSTEM CAPTURE VOLUME = 11,886 C.F.
TOTAL CAPTURE VOLUME = 30,793 C.F. = 230,332 GAL

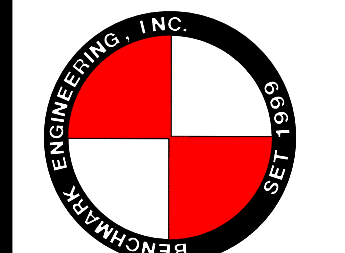
BASIN PERCOLATION CALCULATION:

TOTAL VOLUME REQUIRED: V = 228,810 GAL
PERCOLATION RATE: 12.82 GAL/S.F./DAY (AVERAGE)
: 6.41 GAL/S.F./DAY (SAFETY FACTOR OF 2)
BASIN VOLUME PERCOLATED: 6.41 GAL/S.F./DAY X 10,584.93 S.F. = 67,850 GAL/DAY
DRAIN ROCK AREA: A_{DR} = BOTTOM AREA + HALF OF SIDE AREAS
: A_{DR} = [5 L.F. + 15 L.F. + 5 L.F.] X 291 L.F.
: A_{DR} = 7,275 S.F.
HORIZONTAL DRAIN PERCOLATION: 7,275 S.F. X 6.41 GAL/S.F./DAY
: 46,632.75 GAL/DAY
TOTAL PERCOLATION PER DAY: 114,483 GAL/DAY
TOTAL PERCOLATION VOLUME IN 48HR: 228,966 GAL



NO.	REVISIONS	DATE	APPROVED

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
4285 SPYRES WAY SUITE A • MODESTO, CALIFORNIA • 95356
(209) 548-9300 FAX: (209) 548-9305



VESTING TENTATIVE SUBDIVISION MAP
COUNTRYSIDE - PHASE 3
RIVERBANK, CALIFORNIA

JOB NO. 141607
DATE 10/23/2023
DR BY JM
CK BY TG
SCALE AS SHOWN

SHEET NUMBER
1
OF 1 SHEETS



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2022-0065260

Thursday, September 29, 2022 08:09:30

Customer: Public

Total Paid: \$0.00

Receipt #: 2022108537

LLG / CHKQZV2 / 1-31

Exempt from recording fees
(Gov. Code §§ 6103 and 27383)

(Space above this line for Recorder's use)

SUBDIVISION IMPROVEMENT AGREEMENT FOR THE COUNTRYSIDE III SUBDIVISION (APN 062-022-020)

This SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into this 28th day of June, 2022, by and between the City of Riverbank, a California municipal corporation ("City") and McRoy Wilbur Communities, Inc ("Subdivider"). City and Subdivider may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement. This Agreement is made with reference to the following:

RECITALS

A. Subdivider is possessed of a tract of land consisting of approximately 4.56 gross acres, lying in the City of Riverbank, County of Stanislaus, California, known as "Countryside III" (the "Subdivision").

B. On September 14, 2021, the City Council adopted Resolution No. 2021-083, approving Vesting Tentative Subdivision Map 03-2020 and related conditions of approval (the "Tentative Map"), which set forth the infrastructure obligations and conditions related to the development and build out of 22 residential lots and a basin on 4.56 gross acres. Resolution No. 2020-083 and Tentative Map 03-2020 are attached hereto as **Exhibit A** and incorporated herein by this reference (the "Resolution of Approval"). Final Map 02-2022 is attached in **Exhibit B**.

C. On September 14, 2021, the City Council adopted Ordinance No. 2021-005, approving a Rezone to Planned Development ("PD") for Countryside III (APN 062-022-020).

D. On September 14, 2021, the City Council approved a Notice of Exemption pursuant to CEQA Guidelines Section 21159.21 (a-j) Exemption for Qualified Housing Projects in connection with its adoption of Ordinance No. 2021-005.

E. The Vesting Tentative Map is subject to the Subdivision Map Act (Gov. Code § 66410 *et seq.*) and the City's ordinances and regulations related to the filing, approval, and recordation of subdivision maps (together, the "Subdivision Laws") and the requirements and conditions contained in the Resolution of Approval.

F. Complete improvement plans for the construction, installation, and completion of the improvements ("Improvement Plans") have been prepared by Subdivider and approved by the City of Riverbank City Engineer ("Engineer") and Community Development Director or their designee ("Director").

G. Subdivider will present to the City a proposed final map ("Final Map") for the Subdivision, pursuant to the provisions of the Subdivision Laws for approval and recordation.

H. In order for the City to approve and record a Final Map for the Subdivision, the Subdivider must either complete all of the improvements required by the Subdivision Laws, Resolution of Approval, Improvement Plans and Vesting Tentative Map ("Improvements"), or execute an agreement with the City to complete the Improvements within a specified period of time.

I. In order for the City to approve and record a Final Map for the Subdivision, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's sole cost, expense and risk, all of the Improvements required in connection with the Subdivision, including but not limited to grading work, constructing and installing the Improvements, and all labor that is required to complete these tasks to the satisfaction of the City ("Improvement Work").

J. Subdivider has secured this Agreement by depositing security with the City consisting of a cash deposit, bond, or letter of credit in form acceptable to the City to secure a one-year warranty of workmanship in accordance with the terms provided herein (the "Securities").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement. In the event of any inconsistency between the Recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

2. **Effective Date and Term.** This Agreement shall only become effective on the date that both Subdivider and the City have executed this Agreement (the "Effective Date"), and shall terminate only after the release of all Securities, unless this Agreement is terminated in writing signed by both Parties.

3. **Dedication.** Except as otherwise provided in this Agreement or in the action of the City Council approving the Final Map, the City hereby rejects all lands, rights-of-way and easements offered for dedication on the Subdivision Map or by separate instrument. Such offers, however, shall remain open and constitute irrevocable offers of dedication in accordance with Government Code section 66477.2. All such offers of dedication may be accepted by the City in its sole discretion at any later date without any further notice to the Subdivider.

4. Installation of Required Improvements. Subdivider agrees to furnish, construct and install at Subdivider's own expense the Improvements, as shown on the Improvement Plans, which are to be installed to the sole satisfaction of the Director and will be on file in the Development Services Department. All dry utilities shall be installed underground, including but not limited to, all transformers and utility boxes. The Improvement Plans may only be modified by the Subdivider subject to prior written approval by the Director.

In-lieu of providing a performance bond and payment bond, Subdivider agrees to construct all of the required Improvements prior to the approval and recordation of the final map. As such, the ordinary requirements for providing a performance bond and payment bond has been waived in this Agreement.

5. Subdivider's Obligations. Subdivider shall perform each of the following, at all times, throughout the term of this Agreement:

A. Complete, at Subdivider's sole cost and expense in a good and workmanlike manner, all of the Improvements in conformance with the Resolution of Approval (and any amendments thereto), the Subdivision Laws, and all applicable standards under City codes and ordinances and the City's general plan related to the Improvements (collectively, the "Improvement Standards").

B. Commence construction of the Improvements within three (3) months from the Effective Date of this Agreement. Subdivider shall notify the Director in writing three days before the commencement of construction of the Improvements.

C. Complete all Improvements within twelve (12) months from the Effective Date of this Agreement, unless otherwise approved or extended in writing by the City Manager for good cause, after written application by Subdivider. Such application shall state fully the grounds and facts showing good cause for such extension to be granted. In granting any extension of time, the City may require a new or amended subdivision improvement agreement to reflect increases in the costs of constructing the Improvements or other conditions related to the extension of time.

D. Furnish and pay for all necessary equipment, labor and materials to complete the Improvements in conformity with the Improvement Standards.

E. Replace or repair all public improvements, private property, public utility facilities, and surveying or subdivision monuments that are destroyed or damaged in the performance of any work related to this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private property damaged or destroyed in the performance of any work related to this Agreement. Any repair or replacement work shall be to the satisfaction, and subject to the approval, of the Director.

F. Provide safe access for inspection by the City to the Improvements.

G. Give good and adequate warning to the public of each and every dangerous condition existing on or near the Improvements, and take reasonable action to protect the public from any such dangerous condition.

H. Perform all construction work related to installing the Improvements between 6:00 a.m. and 6:30 p.m. on weekdays and between 8:00 a.m. and 5:00 p.m. on weekends and legal holidays, unless otherwise approved in writing by the Director.

I. Require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing any work related to the Improvements. Subdivider shall maintain an office with a telephone and Subdivider or a person authorized to make decisions and act for Subdivider in Subdivider's absence shall be available at the site of any Improvements within three (3) hours of being called at such office by the City at any time when construction work is being performed on the Improvements.

J. Assume all costs for utility and cable television undergrounding or relocation which is not the responsibility of the cable television, gas, electric, telephone or other utility company under the terms of any franchises with the City or otherwise imposed upon the utility companies by law.

K. Obtain and comply with all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

6. Estimated Cost of Improvements. The total estimated cost of the Improvements, as provided by Subdivider and reviewed and confirmed by the Engineer and Director, is Nine Hundred Fifty-Three Thousand One Hundred Nineteen Dollars and Four Cents (\$953,119.04).

7. Title to Improvements. The City shall not accept any property to be dedicated or the Improvements unless they are constructed in conformity with the Improvement Plans and Improvement Standards, to the satisfaction of the Engineer and Director. Subdivider shall retain title to, shall be responsible for, and shall bear the risk of loss to, any of the Improvements constructed or installed, until such time as the Improvements are accepted by the City. Title to and ownership of the Improvements and any real property to be dedicated shall vest absolutely in the City upon completion and acceptance of such Improvements by the City Council. The City shall not accept the Improvements unless title to the Improvements is entirely free from all liens. Prior to acceptance, at City's request, Subdivider shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

8. Acquisition and Dedication of Easements or Rights-of-Way. If any of the Improvements are to be constructed or installed on land not within the Subdivision or an already existing public right-of-way, no construction or installation shall commence before:

A. The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements; or

B. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law (Cal. Code Civ. Proc. § 1230.010 *et seq.*). Subdivider shall comply in all respects with any such order of possession.

9. **Final Acceptance of Work.** Acceptance of the Improvement Work on behalf of the City shall be made by the City Council upon recommendation of the Engineer and Director, after satisfactory completion and inspection of all Improvements. Such acceptance shall not constitute a waiver by the City of any defects or deficiencies in the Improvements.

10. **Repair of Defective Work.** If, however, within a period of one (1) year after final acceptance by the City Council of the Improvements, any portion of the Improvements or any work done under this Agreement fails to fulfill any of the requirements of this Agreement, the Improvement Plans or the Improvement Standards, Subdivider shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements or work. If the Subdivider fails to act promptly in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before Subdivider can be notified or correct the situation, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

11. **Securities.** Concurrently with or before the Effective Date of this Agreement, Subdivider shall furnish to the City:

A. *Faithful Performance Security.* [omitted; see Section 4 above]

B. *Payment Security.* [omitted; see Section 4 above]

C. *Guarantee and Warranty Security.* Securities to guarantee workmanship shall be in the amount of ten percent (10%) of the estimated cost of the Improvements, as stated in Section 6 above, to guarantee and warrant the Improvements for a period of one (1) year following their completion and acceptance against any defective work or labor done, or defective materials.

D. *Bonds.* Any bonds submitted as Securities shall be executed by a surety company authorized to conduct a surety business in California and shall be in a form as specified by the Subdivision Laws and approved by the City. All Securities deposited as bonds under this Agreement shall be irrevocable, shall not be limited as to time (except as to the guarantee and warranty period), and shall provide that they may be released, in whole or part, only upon the written approval of the Director, as provided under the Subdivision Laws and in Section 12 below. All Securities shall expressly obligate the surety for any extension of time authorized by the City for Subdivider's completion of the Improvements, whether or not the surety is given notice of such an extension by the City. No change, alteration or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as required by the Subdivision Laws.

E. *Records.* Evidence of the Securities required by this Agreement shall be kept on file with the City Clerk. If the City Council gives specific, written approval to replace the

Securities by another approved security, such replacement Securities shall be filed with the City Clerk and, upon filing, shall be deemed to be incorporated into this Agreement. Upon filing of replacement Securities with the City Clerk, the replaced Securities may be released.

12. Release of Securities. The Securities required by this Agreement shall be released in accordance with the Subdivision Laws and the following provisions:

A. *Faithful Performance Securities.* [omitted]

B. *Payment Security.* [omitted]

C. *Guarantee and Warranty Securities.* The Securities provided for guarantee and warranty of workmanship shall be released after one (1) year following the completion and acceptance of the Improvements, and inspection thereof by the City's Construction Inspector and approved by the Engineer. If, however, the Engineer and Director determine there are defects in the Improvements that require correction pursuant to Section 10 above, the Director shall authorize utilization of the Securities to make all necessary corrections, including payment of reasonable expenses and fees and attorney's fees.

13. Inspections.

A. The City reserves the right to inspect all Improvements at any time. Subdivider shall at all times maintain safe access for inspection of the Improvements.

B. Upon completion of the Improvements the Subdivider may request a final inspection by the City's Construction Inspector. If the Construction Inspector determines that the Improvements have been completed in accordance with all Improvement Standards and Subdivision Laws, then the Director shall certify the completion of the Improvements to the City Council, to accept or reject in their sole discretion. The City bears no liability for any costs or expenses resulting from delays in inspections.

C. Subdivider shall bear all costs of inspection and certification, including but not limited to the direct costs of all third-party inspection agencies and City inspection consultants.

14. Default of Subdivider.

A. *Default of Subdivider.* Events of default by ("Default") by Subdivider may include, but shall not be limited to, any of the following:

i. Subdivider's failure to timely complete construction of the Improvements;

ii. Subdivider's failure to timely cure any defect in the Improvements to the satisfaction of the Director;

iii. Subdivider's failure to timely deposit additional Securities as may be required by this Agreement;

iv. Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days;

v. the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in-lieu or in avoidance of foreclosure; or

vi. Subdivider's failure to perform any material obligation under this Agreement.

B. *Notice of Default.* In the event of Subdivider's default, Subdivider shall be deemed to be in breach of this Agreement and the City may serve written notice upon Subdivider and Subdivider's surety, if any, of the breach of this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any default.

C. *Remedies; Performance by City.*

i. In the event of Subdivider's default under this Agreement, and the applicable cure period set forth in this Paragraph has expired without such default having been cured, the City may thereafter deliver a notice of breach to Subdivider and Subdivider's surety, if any. If the default remains uncured within fifteen (15) days from receipt of the written notice of breach, Subdivider authorizes the City to complete all work on the Improvements at the sole expense of Subdivider, and Subdivider authorizes to utilize the Securities to complete all work on the Improvements and to pay all labor costs of contractors, subcontractors and workers related to the Improvements. The City may take over the Improvements and prosecute the same to completion, by contract or by any other method the City may deem advisable, for the account and at the expense of Subdivider, and Subdivider shall be liable to City for any excess cost or damages incurred by the City thereby. In the event the City takes over the Improvements or prosecutes the same to completion, the City, without liability for so doing, may take possession of, and utilize such materials, appliances, equipment, plant and other property belonging to Subdivider as may be necessary for completion of the Improvements.

ii. The City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. The right of the City to draw upon or utilize the Securities is additional to and not in lieu of any other remedy available to the City.

iii. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by the City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this Subsection is in addition to and not in lieu of other remedies available to the City, and is not required to implement other available remedies. Subdivider agrees that the choice of remedy or remedies for Subdivider's default shall be at the discretion of the City.

iv. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by the City in securing

performance of such obligations, including but not limited to costs of suit and attorney's fees, costs of Improvements in the event of failure of performance, and all administrative costs. Such costs and fees shall be a proper charge against the Securities of Subdivider.

v. The failure of the City to take an enforcement action with respect to a default or breach, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

D. *Lien.* In accordance with the Subdivision Laws (Gov. Code § 66499), the recordation of this Agreement creates a lien attached to the property underlying the Subdivision and has the priority of a judgment lien in the amount necessary to complete the Improvements.

15. Environmental Warranty.

A. For purposes of this Agreement, the terms below have the following meanings:

i. "Environmental Laws" shall mean any federal, state, or local law, rule, regulation administrative or court order, ordinance, regulatory guidance document, standard, or requirements of any government authority regulating, relating to, or imposing liability standards of conduct concerning Hazardous Substances, or that pertains to the protection of human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Conservation and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 *et seq.*); the Clean Water Act (33 U.S.C. §§1251 *et seq.*); the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*); the Hazardous Materials Transportation Act (29049 U.S.C. §§ 1801 *et seq.*); the Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 *et seq.*); the Superfund Amendments and Reauthorization Act (42 U.S.C. §§ 6901 *et seq.*); the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*); the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 *et seq.*); the Surface Mining Control and Reclamation Act (30 U.S.C. §§ 1201 *et seq.*); the Occupational Safety and Health Act (29 U.S.C. §§ 655, 657); the California Underground Storage of Hazardous Substances Act (Health and Safety Code §§ 25280 *et seq.*); the California Hazardous Waste Control Act (Health and Safety Code §§ 25100 *et seq.*); the California Safe Drinking Water and Toxic Enforcement Act (Health and Safety Code §§ 24249.5 *et seq.*); and the Porter-Cologne Water Quality Control Act (Water Code §§ 13000 *et seq.*); together with any amendments of or regulations promulgated under the statutes cited above.

ii. "Hazardous Substances" or "Hazardous Substance" shall include any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as so defined under any Environmental Laws or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead, or electromagnetic waves. Hazardous Substances include any hazardous or toxic substance, material or waste which is regulated by the State of California, the United States government, or any other governmental authority with jurisdiction over the Property. Hazardous Materials include asbestos and any other

hazardous waste or substance which has, as of the date hereof, been determined to be hazardous or a pollutant by the U.S. Environmental Protection Agency, the U.S. Department of Transportation, or any instrumentality authorized to regulate substances in the environment which has jurisdiction over the Property which substance causes the Property (or any part thereof) to be in material violation of Environmental Laws.

B. Prior to acceptance of any Improvements by the City, Subdivider shall provide the City with a written warranty that:

i. Subdivider and the property being dedicated are in compliance with all Environmental Laws and are not subject to any existing, pending or threatened investigation by a federal, state, or local governmental authority regarding violations of Environmental Laws.

ii. Subdivider and its third party agents, contractors and subcontractors have not used, generated, manufactured, produced, discharged, or released on, under, or about the property to be dedicated, any Hazardous Substance except in accordance with all applicable Environmental Laws.

iii. Subdivider has not caused or permitted the release or discharge of, and has no knowledge of the release, discharge, or presence of Hazardous Substances on the property to be dedicated or the migration of any Hazardous Substances from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

C. Throughout the term of this Agreement, Subdivider shall give written notice within fifteen (15) days to the City of:

i. Any proceeding or investigation by any federal, California, or local governmental authority regarding the presence of Hazardous Substances on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

ii. Any claims made or threatened by any third party against the City or property to be dedicated regarding any loss or injury resulting from any Hazardous Substances; and

iii. Subdivider's discovery of any occurrence or condition on any property to be dedicated or any property adjacent to, or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any Environmental Law.

16. Design or Construction Defect.

A. After acceptance of the Improvements, the Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by a latent design or construction defect.

B. Provisions of this section shall remain in full force and effect for ten (10) years following the acceptance of the Improvements by the City.

C. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements and that the City shall not be liable for any negligence, nonfeasance, misfeasance, or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any Improvement Work. The Securities shall not be required to cover the provisions of this paragraph.

17. No Agency Relationship. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of the City in connection with the performance of Subdivider's obligations under this Agreement. City elected and appointed councils, commissions, officers, agents, employees and representatives ("City Agents") shall not, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurring to the Improvement Work or Improvements specified in this Agreement prior to the completion and acceptance of the Improvement Work or Improvements. All such risks shall be the responsibility of and are hereby expressly assumed by Subdivider.

18. Other Agreements. Nothing contained in this Agreement shall preclude the City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this Agreement commit the City to any such apportionment.

19. Indemnity/Hold Harmless.

A. The City and City Agents shall not be liable and Developer agrees to indemnify, hold harmless and defend the City and City Agents from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent acts or omissions by Developer or Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation, of the Improvements, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision and the Improvements as provided herein, and in addition, to injuries to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other Improvements.

B. Acceptance by the City of the Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section.

C. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by the City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or Improvement Work done pursuant to this Agreement and that City shall not be liable

for any negligence, nonfeasance, misfeasance, or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any Improvement Work. The Security shall not be required to cover the provisions of this section.

D. City shall not be liable for approving, reviewing, checking, or correcting any plans or specifications or for approving, reviewing or inspecting any Improvement Work. Nothing contained in this section is intended to, or shall be deemed to, limit or waive any protections or immunities afforded by law to the City or City Agents for the approval of the plan or design of the Improvements, including but not limited to the protections and immunities afforded by Government Code section 830.6. Subdivider shall defend, indemnify, and hold harmless the City and City's Agents from any claim, action, or proceeding against City or City Agents to attack, set aside, void, or annul an approval of the City or City Agents concerning the Subdivision.

20. Insurance. Without limiting Subdivider's duty to indemnify the City, Subdivider shall maintain in effect throughout this Agreement a policy or policies of insurance with the specifications and limits of liability specified herein.

A. Proof of Insurance.

i. Subdivider shall provide to the City a properly executed certificate of insurance, in a form satisfactory to the City Attorney for commercial general liability coverage; automobile liability, worker's compensation insurance, professional liability insurance, and course of construction coverage from an insurance provider approved by the City and licensed by the California Department of Insurance ("Certificates").

ii. Each Certificate shall provide that such insurance will not be cancelled, reduced in coverage, or allowed to expire without thirty (30) days' prior written notice to the City.

B. Minimum insurance limits. Contractor shall maintain limits no less than:

i. General Liability. Subdivider shall maintain such commercial general liability insurance with an insurance company admitted in California with an AM Best Rating of not less than A+, as shall protect the City, the City's Agents, Subdivider, contractors, and subcontractors from claims for damages for personal injury, including death, as well as from claims of property damage which may arise from acts or omissions from Subdivider, contractors, or subcontractors for in relation to this Agreement. The amount of such insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence with umbrella liability coverage of not less than two million dollars (\$2,000,000.00). Such insurance shall also:

1. Name the City and the City Agents as insured by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitation on the scope of its protection afforded to the above-listed additional insured; and

2. Be primary with respect to any insurance or self-insurance programs covering the City and City Agents.

ii. Automotive Liability Insurance. Subdivider shall maintain automotive liability insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services or performing work under this Agreement for bodily injury and property damage with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence. Such insurance shall also:

1. Name City and City Agents as insured by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitation on the scope of its protection afforded to the above-listed additional insured; and

2. Be primary with respect to any insurance or self-insurance programs covering the City and City Agents.

iii. Worker's Compensation Insurance.

1. Subdivider shall maintain worker's compensation insurance in accordance with California Labor Code Section 3700, and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence for employer's liability.

2. In the event any work is sublet, Subdivider shall require any contractor or subcontractor to provide worker's compensation insurance for all contractor's employees or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

C. *Course of Construction.* Subdivider shall maintain course of construction insurance for a value of not less than the completed value of the Subdivision and the Improvements.

D. *Professional Liability Insurance.* Subdivider shall maintain professional liability insurance, as applicable, in the amount of not less than two million dollars (\$2,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services.

21. No Vesting of Rights. Performance of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

22. Notices. Any notice or communication required hereunder between City and Subdivider must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date

delivered as shown on a receipt issued by the courier. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: Marisela H. Garcia, City Manager

With copies to: City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: Community Development Director

and Brenner White, LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attn: Douglas L. White, Esq.

If to Subdivider: McRoy Wilbur Communities, Inc
2909 Coffee Road Suite 12A
Modesto, CA 95355
Attn: Mark Wilbur, President

and

23. General Provisions:

A. *Governing Law.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

B. *Compliance with Laws.* Subdivider, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement, including but not limited to all Improvement Standards or any other applicable land use approvals. Subdivider shall be responsible for obtaining all applicable licenses and permits.

C. *Venue.* Venue for any legal proceedings initiated in connection with this Agreement shall be in the Superior Court for the County of Stanislaus.

D. *Severability.* The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining

provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

E. *Waiver.* The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

F. *Approvals by the City.* Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

G. *Integration.* This Agreement, together with its specific references, attachments and Exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties with respect to the subject matter of this Agreement. Neither Party shall be liable for any representations made, express or implied, not specifically set forth herein. It is the intention of the Parties that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

H. *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

J. *Successors and Assigns – Covenant Running with the Land.* Subdivider shall not assign any of its obligations under this Agreement without the prior written consent of the City. Notwithstanding the above, all representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties, shall be binding upon and inure to the benefit of such Party, its successors and assigns. This Agreement, however, shall not be binding on any lot that has been conveyed to an individual homebuyer and for which a Certificate of Occupancy has been issued by the City.

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

L. *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

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

N. *Authority.* The Parties warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement have been fully complied with.

O. *Construction and Interpretation.* It is agreed and acknowledged by Subdivider that the provisions of this Agreement have been arrived at through negotiation, and that Subdivider has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

P. *Advice of Legal Counsel.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement.

Q. *Attorney Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

R. *No Monetary Damages Against the City.* In the event of the City's default under this Agreement, Subdivider agrees that Subdivider may not seek, and shall forever waive any right to, monetary damages against the City.

S. *Modification.* This Agreement may be amended only by a written instrument signed by the Parties. Subdivider shall bear all costs of amendments to this Agreement that are requested by Subdivider.

T. *Exhibits.* All exhibits attached hereto are incorporated into this Agreement:

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Subdivider and City as of the day and year first above written.

SUBDIVIDER:

McRoy Wilbur Communities, Inc

By:



Mark Wilbur, President

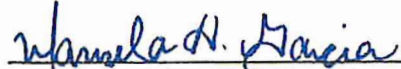
Date:

9/28/2022

CITY:

CITY OF RIVERBANK, a California municipal corporation:

By:



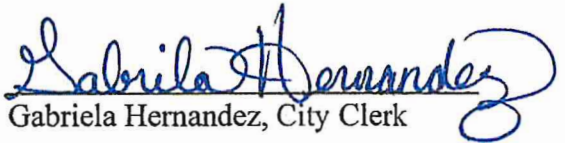
Marisela H. Garcia, City Manager

Date:

8/30/2022

ATTEST:

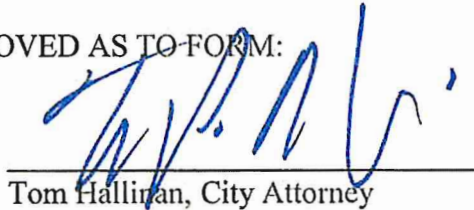
By:



Gabriela Hernandez, City Clerk

APPROVED AS TO FORM:

By:



Tom Hallinan, City Attorney

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

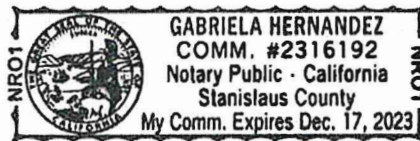
State of California)
)
County of Stanislaus)

On September 28, 2022, before me Gabriela Hernandez, a Notary Public, personally appeared Mark Wilbur who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)



(Seal)

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

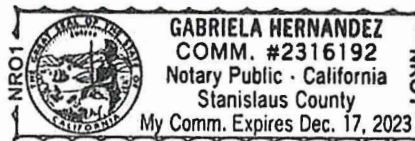
State of California)
County of Stanislaus)

On August 30, 2022, before me Gabriela Hernandez, a Notary Public, personally appeared Marisela H. Garcia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Signature]
(Signature)



(Seal)

EXHIBIT A

**Tentative Map Resolution of Approval
Tentative Map 03-2020**

CITY OF RIVERBANK

RESOLUTION NO. 2021-083

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING VESTING TENTATIVE MAP 03-2020 FOR MCROY
WILBUR COMMUNITIES, LOCATED AT 4131 KENTUCKY AVENUE
(APN 062-022-020) – A PROJECT KNOWN AS COUNTRYSIDE III**

WHEREAS, a development application has been received from McRoy Wilbur Communities for a Tentative Subdivision Map to divide approximately 4.56 acres into twenty-two (22) Planned Development single family residential lots with three (3) lots for a storm drainage basin and more particularly described as Stanislaus County Assessor Parcel Number 062-022-020; and

WHEREAS, the City Subdivision Ordinance, Section 152.037, states that as a condition of approval of a tentative map, the subdivider shall dedicate and develop parkland, pay a fee in lieu thereof, or both, at the option of the City. In this case the City has chosen to accept the payment of an in-lieu fee for parkland dedication based on values of land at the time the Final map is recorded. The obligation for this project is 0.19 acres of park land; and

WHEREAS, the proposed vesting tentative map is consistent with the following General Plan policies discussed in the staff report: DESIGN-2.4 (minimum dimensions), DESIGN-2.5 (streetscapes), DESIGN-3.1 (continuity), DESIGN-3.2 (pedestrian-friendly), DESIGN-3.5 (small lot minimization), CONS-4.2 (stormwater), CONS-8.6 (compact development), CONS-8.9 (drought-tolerant landscape), and SAFE 2.2 (fire protection); and

WHEREAS, the proposed subdivision is located on land that is within the City limits of the City of Riverbank and is within an area anticipated for urban land uses; and

WHEREAS, Vesting Tentative Map 03-2020 was reviewed by the Riverbank Planning Commission at a regular meeting held on August 17, 2021 in the manner prescribed by law; and

WHEREAS, the Riverbank Planning Commission recommends approval of Vesting Tentative Map 03-2020 dated June 7, 2021 and prepared by Benchmark Engineering, Inc. and modified by adopted Conditions of Approval, and incorporated herein as a part of this City Council Resolution; and

WHEREAS, The City Council of the City of Riverbank hereby finds and adopts the following findings:

1. The proposed map is consistent with applicable general and specific plans.
2. The design or improvement of the proposed subdivision is consistent with

applicable general and specific plans.

3. The site is physically suitable for the type of development.
4. The site is physically suitable for the proposed density of the development.
5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitats.
6. The design of the subdivision or the type of improvements is not likely to cause serious public health problems.
7. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision. In this connection, the City Council may approve a map if it finds that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This division shall only apply to easements of record or to easements established by judgement of a court of competent jurisdiction.

WHEREAS, Vesting Tentative Map 03-2020 is hereby approved, subject to and modified by the following conditions:

1. Applicant shall comply with the City of Riverbank Standard Conditions as contained in Planning Commission Resolution 2013-014, including annexing into Community Facilities District 2016-01 (currently in process), or receive confirmation from the Community Development Director that a specific condition or conditions does not apply to the subject project; and
2. The project storm drainage shall be sized to manage the storm water from Central Avenue, Kentucky Avenue, and Courts A and B together with all lots. Sizing shall be based on percolation rates; and
3. The basin is not likely to be an interim basin since there is no provision currently for a regional basin. (Tentative Map Note 7). Remove all reference to an interim basin and remove the lot lines for lots 23-25 and make them a City Standard basin design; and
4. All wells and septic tanks shall be abandoned as a condition of map approval; and
5. A 12-inch waterline in Kentucky Avenue is required to be connected at Central Avenue and tie into Claus Road; and
6. Water valves shall be installed at all three legs of the water cluster; and

7. Three (3) sets of landscape and irrigation plans conforming to the state's MWELo requirements shall be prepared and submitted with fee for review and approval by the City's contract landscape architect before Final Map. The storm basin shall be fully landscaped and slope protection provided; and
8. The City's Post Construction Standards Plan needs to be followed including DMA's LID standards, and the required worksheets located in the Appendix of the document. The document is available on the City's website; and
9. The location of OIb facilities shall be shown and any proposed relocation or improvements including easements; and
10. All existing overhead electrical shall be placed underground; and
11. Applicant shall pay an in-lieu fee for parkland dedication based on values of land at the time the Final Map is recorded. The obligation for this project is the value of 0.16 acres; and
12. All wet utilities are to be cleaned, tested, and videotaped prior to acceptance by the City of Riverbank; and
13. Street names shall be approved by City Council on the Final Map; and
14. An automatic fire system shall be provided for all Group R occupancies. **CFC 903.2.8**; and
15. Buildings shall be provided with proper address identification in accordance with the California Fire Code as amended by the Stanislaus Consolidated Fire Protection District. **CFC 505.1**; and
16. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into the jurisdiction. All fire apparatus access roads shall meet the design requirements of the California Fire Code. **CFC 503.1.1**; and
17. During construction, Fire apparatus access roads shall be clearly marked with notices or markings that include the words NO PARKING – FIRE LANE. The markings shall be clean and legible at all times. **CFC 503.3**; and
18. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to the site. **CFC 507.1**; and

19. Fire apparatus access roads and a water supply for fire protection shall be installed and made serviceable prior to and during the time of construction. **CFC 501.4**; and
20. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two (2) times per day; and
21. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; and
22. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; and
23. All vehicle speeds on unpaved roads shall be limited to fifteen (15) miles per hour; and
24. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binding are used; and
25. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes. Clear signage shall be provided for construction workers at all access points; and
26. All construction equipment shall be maintained and properly tuned in accordance with manufacture's specifications. All equipment shall be checked by a certified visible emissions evaluator; and
27. Post a publicly visible sign with the telephone number and person to contact at the Air District regarding dust complaints. The Air District shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations; and
28. Applicant shall comply with San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review; and
29. If potential human remains are encountered, the construction contractor shall halt work in the vicinity (within 100 feet) of the find and contact the City of Riverbank. The project applicant and/or contractor shall be required to contact the Stanislaus County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5, If the coroner determines the remains are Native American, the coroner would contact the Native American Heritage Commission

(NAHC). As provided in Public Resources Code Section 5097.98, the NAHC would identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; and

30. Consistent with the requirements of the City of Riverbank Municipal Code, the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, the project applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts on surface water quality through the project construction period. The SWPPP shall be designed to address the following objectives:
 - a. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity, are controlled using source control and treatment control best management practices (BMPs).
 - b. Where not otherwise permitted by the Regional Water Quality Control Board, all non-stormwater discharges are identified and eliminated.
 - c. BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity in accordance with the Construction General Permit; and
31. The project applicant shall fully comply with the City of Riverbank Municipal Code and all Regional Water Quality Control Board stormwater permit requirements, including Provision C.3 of the Municipal Regional Permit (MRP). This will require preparation and implementation of a complete Stormwater Control Plan (SCP) for the project, which shall be submitted to the City Engineer for review and approval prior to any construction activity. The SCP shall act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project and shall be designed to comply with both MRP and City of Riverbank requirements. At a minimum, the SCP for the project shall include the following:
 - a. An inventory and accounting of existing and proposed impervious areas.
 - b. Low Impact Development (LID) design details incorporated into the project. Specific LID design details may include but are not limited to rain gardens, bio retention areas, pervious pavements, harvesting and reuse of stormwater, dispersal of runoff to landscaped areas, and/or routing of runoff swales and other small-scale facilities

- distributed throughout the site.
- c. Measures to address potential stormwater contaminants. These may include measures to address potential sources of stormwater pollutants at the project site, covering trash collection and parking areas.
 - d. A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan shall be finalized prior to the issuance of any building permits for the project; and
32. Construction equipment shall be well maintained to be as quiet as possible. The following measures, when applicable, shall be implemented to reduce noise from construction activities:
- a. All internal combustion engine-driven equipment shall be equipped with mufflers that are in good condition and appropriate for the equipment.
 - b. "Quiet" models of air compressors and other stationary noise sources shall be used, where technology exists.
 - c. Stationary noise-generating equipment shall be located as far as feasible from sensitive receptors (neighboring dwellings).
 - d. Unnecessary idling of internal combustion engines shall be prohibited.
 - e. Staging areas and construction material storage areas shall be located as far away as possible from adjacent sensitive land uses (neighboring dwellings).
 - f. Construction-related traffic shall be routed along major roadways (Claus Road and Kentucky Avenue) and as far as feasible from sensitive receptors.
 - g. Residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. The construction contractor shall designate a "construction liaison" that would be responsible for responding to any local complaints about construction noise. The liaison shall determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and shall institute reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the liaison at the construction site.
 - h. The construction contractor shall hold a pre-construction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and construction liaison) are completed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Riverbank that Vesting Tentative Map Application No. 03-2020 is approved, subject to the aforementioned conditions established by this Resolution, and to be built as illustrated in **Exhibit A** attached hereto entitled Vested Tentative Subdivision Map – Countryside Phase 3, dated June 7, 2021, and the adoption of Ordinance No. 2021-005.

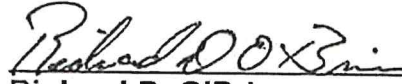
PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of September 2021; motioned by Mayor Richard D. O'Brien, seconded by Vice Mayor (CM-D1) Luis Uribe and upon roll call was carried by the following vote of 5/0:

AYES:	Councilmember District 2 Rachel Hernandez Councilmember District 3 Cal Campbell Councilmember District 4 Darlene Barber-Martinez Vice Mayor (CM-D1) Luis Uribe Mayor Richard D. O'Brien
NAYS:	None
ABSENT:	None
ABSTAINED:	None

ATTEST:


Kathy L. Teixeira
Interim City Clerk for
Annabelle H. Aguilar, CMC
City Clerk

APPROVED:


Richard D. O'Brien
Mayor

Attachment: Exhibit A – Vesting Tentative Map 03-2020

EXHIBIT B
Final Map 02-2022

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE, IN FEE, 20' OF CENTRAL AVENUE, INTERSECTION, COURT, HARRY COURT, AND 10' OF KENTUCKY AVENUE, AS EASEMENTS, THE 10 FOOT WIDE PUBLIC UTILITY EASEMENTS, ALL AS SHOWN ON AND LING WITHIN THE BOUNDARY OF THE LAND BEING DIVIDED BY THIS SUBDIVISION MAP.

OWNER: HARRY-WELER COMMUNITIES, INC., A CALIFORNIA CORPORATION

DATE: _____

BY: HARRY WELER

COUNTRYSIDE, PHASE 3

BEING A SUBDIVISION OF LOT 346 AS SHOWN ON THAT MAP ENTITLED "MAP OF RIVERBANK IRRIGATED FARMS" FILED IN VOLUME 7 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT Diablo MERRIDOWN, CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA MAY 2022



BENCHMARK ENGINEERING, INC.
915 17TH STREET, MODESTO, CALIFORNIA, 95354

VICINITY MAP N.T.S.



TAX COLLECTORS CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO LENS AGAINST THE SUBDIVISION OR ANY PART THEREOF FOR ANY UNPAID STATE COUNTY SPECIAL TAXES, OR ANY OTHER TAXES, OR ANY OTHER TAXES, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

APR. 002-022-020

DATED THIS _____ DAY OF _____, 20____

DOAN, REEZ, STANISLAUS COUNTY TAX COLLECTOR

BY: _____

DEPUTY

(PRINT NAME)

CLERK OF THE BOARD OF SUPERVISORS'S CERTIFICATE

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS (CHECK ONE)

☐ A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHEN ARE, AT THE TIME OF FILING OF THIS MAP, A LEN AGAINST SAID PROPERTY ON ANY PART THEREOF.

☐ B. RECEIVED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS _____ DAY OF _____, 20____

ELIZABETH A. KING

CLERK OF THE BOARD OF SUPERVISORS

STANISLAUS COUNTY, CALIFORNIA

BY: _____

DEPUTY

(PRINT NAME)

NOTARY STATEMENT

I, A NOTARY PUBLIC, ON DAILY ORDER, COMPLAINING THIS CERTIFICATE BORNES ONLY THE IDENTITY OF THE PERSONAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } ss.

COUNTY OF _____

ON _____, 20____, BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) WAS (WAS) SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE(S)/SHE(S)/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT, I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL, COUNTY OF BUSINESS: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, AND THE RECORDS OF THE COUNTY OF STANISLAUS, CALIFORNIA. THE BENCHMARK ENGINEERING, INC. HAS REVIEWED THE MAP AND HAS FOUND IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND SHOWN THEREON. THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS, MARKERS, AND EVIDENCE ARE IN PLACE AND CORRECTLY LOCATED, AND THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE RECOMMENDED, OR 2022 AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 20____

PREPARED FOR REVIEW ONLY

APRIL 14/2022, LS 6204

CITY SURVEYOR'S STATEMENT

I, HERBERT STATE, THAT I HAVE EXAMINED THIS FINAL MAP AND STATE THAT THE SURVEY IS SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND RECOMMENDED BY THE PLANNING COMMISSION AT A DAILY AUTHORIZED MEETING HELD ON _____ AND APPROVED BY THE CITY COUNCIL AT A DAILY AUTHORIZED MEETING HELD ON _____.

DATED THIS _____ DAY OF _____, 20____

WILLIAM F. KULL, CITY SURVEYOR, CITY OF RIVERBANK, LS 5792

PLANNING COMMISSION STATEMENT

THIS IS TO STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND RECOMMENDED BY THE PLANNING COMMISSION AT A DAILY AUTHORIZED MEETING HELD ON _____ AND APPROVED BY THE CITY COUNCIL AT A DAILY AUTHORIZED MEETING HELD ON _____.

DATED THIS _____ DAY OF _____, 20____

DOAN, M. KENNEY, SECRETARY PLANNING COMMISSION

CITY OF RIVERBANK

CITY CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2021, THE CITY COUNCIL OF THE CITY OF RIVERBANK, COUNTY OF STANISLAUS, CALIFORNIA, APPROVED THE _____ MAP, AND ACCEPTED ON BEHALF FOR PUBLIC USE THE STREETS, ALLEYS, RANGES, EASEMENTS, AND OTHER PUBLIC PLACES AND DEPOSITIONS AS SHOWN ON THIS FINAL MAP. SAID APPROVAL IS NOT TO BE CONSIDERED AS ACCEPTANCE OF THE REMAINING STREETS THEREIN.

DATED THIS _____ DAY OF _____, 20____

BY: ANNABELLE AGUIAR, CITY CLERK, CITY OF RIVERBANK

PRINT NAME

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M.

IN BOOK _____ OF MAPS AT PAGE _____, SCR.

AT THE REQUEST OF HARRY WELER

DOAN, LINDER

STANISLAUS COUNTY RECORDER

FILED: _____

BY: _____, DEPUTY

PRINT NAME

COUNTRYSIDE, PHASE 3

BEING A SUBDIVISION OF LOT 346 AS SHOWN ON THAT MAP ENTITLED "MAP OF RIVERBANK IRRIGATED FARMS" FILED IN VOLUME 7 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DUBLIO MERIDIAN, CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA MAY 2022



BENCHMARK ENGINEERING, INC.
915 17TH STREET, MODESTO, CALIFORNIA, 95354
PRELIMINARY FOR REVIEW ONLY

LEGEND

NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER

- FOUND AND ACCEPTED 3/4" IRON PIPE TAPPED LS ROAD PER (A) UNLESS NOTED OTHERWISE
- FOUND AND ACCEPTED MONUMENT IN MONUMENT WELL TAPPED LS ROAD PER (B) UNLESS NOTED OTHERWISE
- FOUND GPS MONUMENT, AS SHOWN ON SET (C)
- SET 3/4" X 24" IRON PIPE WITH PLASTIC PLUG STAMPED LS ROAD
- SET 3/4" X 24" IRON PIPE WITH PLASTIC PLUG STAMPED LS ROAD IN MONUMENT WELL
- ✕ SET BRASS TAG STAMPED LS ROAD IN CONCRETE AS A WITNESS CORNER 1.00' FROM TRUE CORNER. MEASURED PERPENDICULAR FROM RIGHT-OF-WAY ANGLES AND CLAVE POINTS
- (N) RAILROAD BEARING
- PA- RECORDED MAP
- (M) RECORDED ON THE SURVEY
- S.C.R. STANISLAUS COUNTY RECORDS
- P.U.C. PUBLIC UTILITY EXHIBIT
- W.C. WITNESS CORNER

NOTES

- ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE MEASURED UNLESS OTHERWISE NOTED.
- ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
- ALL RECORD ATTACHMENT SHOWN IS FROM STANISLAUS COUNTY RECORDS.

REFERENCES

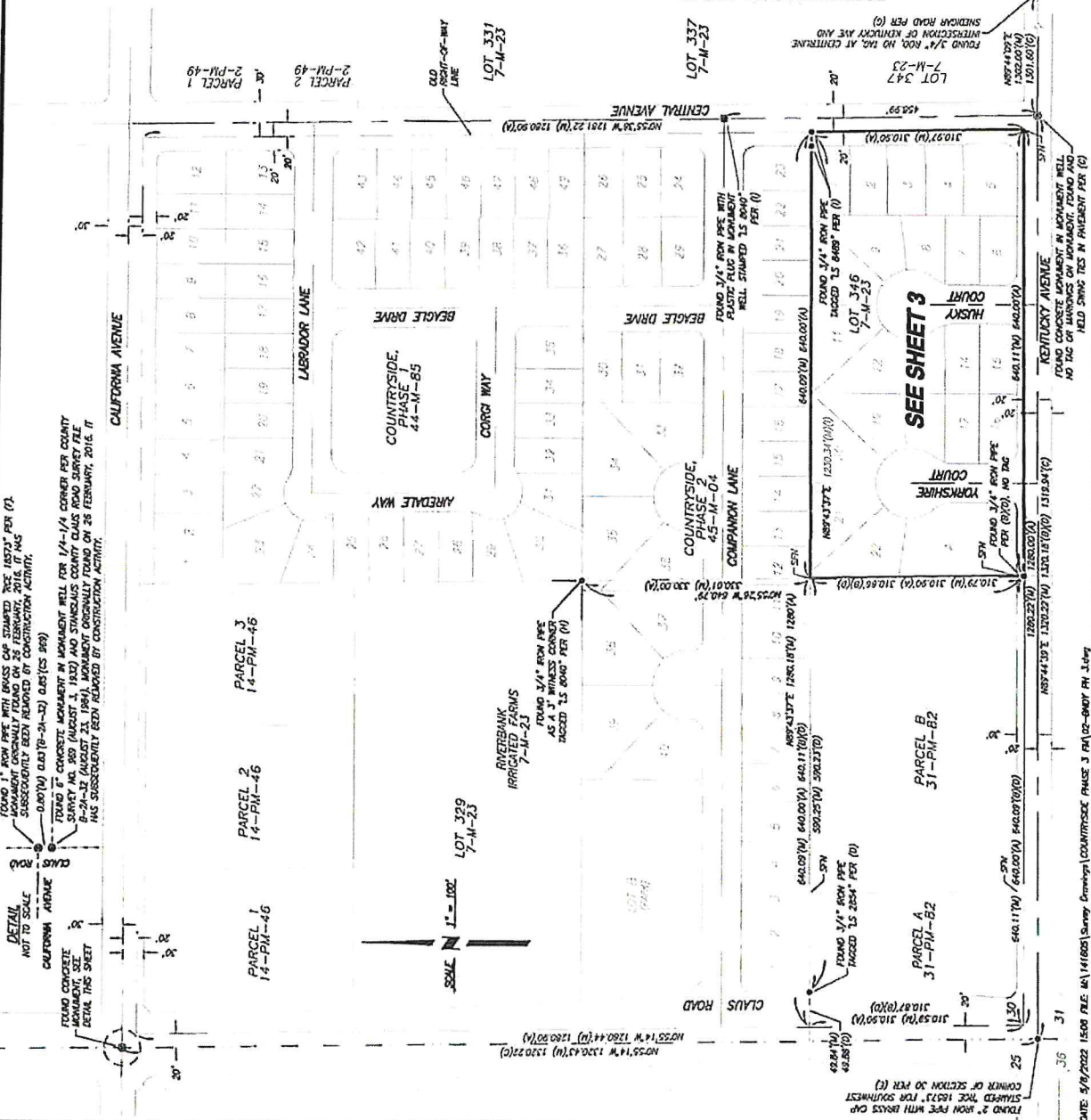
- 7-4-21 MAP OF RIVERBANK IRRIGATED FARMS, S.C.R.
- 14-PM-46, S.C.R.
- 31-PM-82, S.C.R.
- 31-PM-82, S.C.R.
- 34-M-79, ADRIAN ESTIMATES, UNIT NO. 1, S.C.R.
- 34-M-79, ADRIAN ESTIMATES, UNIT NO. 2, S.C.R.
- COUNTRYSIDE, PHASE 1, 44-M-84, S.C.R.
- COUNTRYSIDE, PHASE 2, 45-M-84, S.C.R.
- CERTIFICATE OF CORRECTION NO. _____

SUBDIVISION SUMMARY

25 LOTS	3.63 ACRES
STREETS	0.34 ACRES
TOTAL	4.57 ACRES

BASIS OF BEARINGS

BEARINGS ON THIS MAP ARE BASED UPON A LINE OBSERVED BETWEEN CITY OF MODESTO GPS MONUMENT 2728 AND MONUMENT "CLAUS" (70 156407). THE BEARING BETWEEN THOSE POINTS IS CALCULATED TO BE NORTH 10° 10' 10" W BASED UPON THE COORDINATES PUBLISHED ON THE CITY OF MODESTO GPS MONUMENT 2728, THE MONUMENT "CLAUS" AND THE MAP DATA SHEET FOR SECTION 30. SEE GPS DETAIL ON THIS SHEET.



LEGEND

NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER

- FOUND MONUMENTS AS NOTED PER (C)
- FOUND AND ACCEPTED MONUMENT IN MONUMENT WELL AS NOTED
- ⊙ FOUND GPS MONUMENT, AS SHOWN ON REF (C)
- SET 3/4" X 24" IRON PIPE WITH PLASTIC PLUG STAMPED LS 8040
- ⊙ SET 3/4" X 24" IRON PIPE WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
- ⊙ SET BRASS TAG STAMPED LS 8040 AT CONCRETE AS A WITNESS CORNER 1.00' FROM TIME CORNER, MEASURED PERPENDICULAR FROM RIGHT-OF-WAY ANGLES AND CURVE POINTS
- (R) RADIAL BEARING
- (PM) PARCEL MAP
- (RM) RECORDED MAP
- (M) MEASURED ON THIS SURVEY
- (SC) STANISLAUS COUNTY RECORDS
- (C) CURVE TABLE REFERENCE
- (P) PUBLIC UTILITY EASEMENT
- (WC) WITNESS CORNER

NOTES

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
2. ALL ANGLES AND DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION SHOWN IS FROM STANISLAUS COUNTY RECORDS.

REFERENCES

- (1) 7-44-23, MAP OF RIVERBANK IRRIGATED FARMS, S.C.R.
- (2) 11-5-121, S.C.R.
- (3) 14-PM-82, S.C.R.
- (4) 31-PM-82, S.C.R.
- (5) CORNER RECORD NO. 647, S.C.R.
- (6) CORNER RECORD NO. 648, S.C.R.
- (7) 12-PM-82, S.C.R.
- (8) 12-PM-82, S.C.R.
- (9) COUNTRYSIDE, PHASE 1, 44-44-MS, S.C.R.
- (10) COUNTRYSIDE, PHASE 2, 45-44-MS, S.C.R.
- (11) CERTIFICATE OF CORRECTION NO.

COUNTRYSIDE, PHASE 3

BEING A SUBDIVISION OF LOT 346 AS SHOWN ON THAT MAP ENTITLED "MAP OF RIVERBANK IRRIGATED FARMS" FILED IN VOLUME 7 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DUELO MERIDIAN, CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA MAY 2022



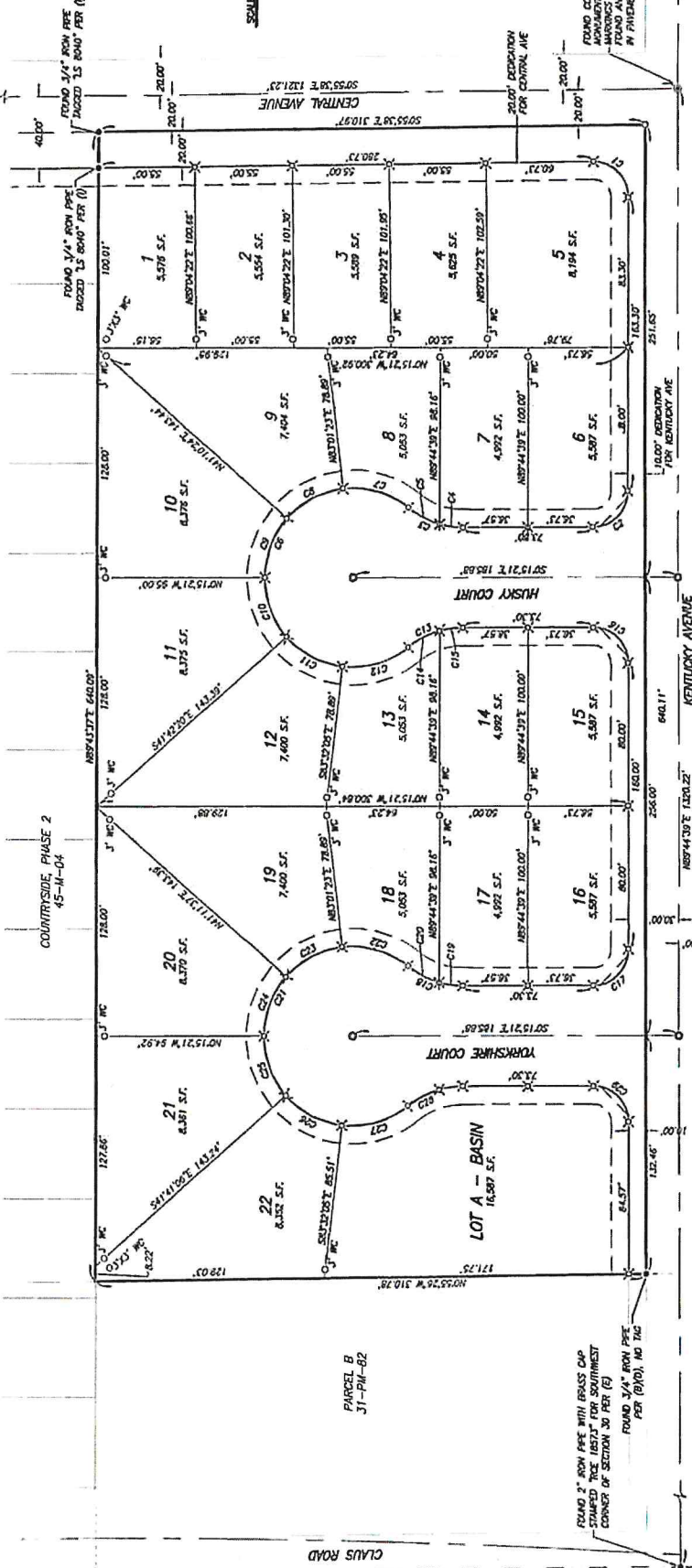
BENCHMARK ENGINEERING, INC.
915 17TH STREET, MODESTO, CALIFORNIA, 95354

STANISLAUS COUNTY RECORDS

FOUND 3/4" IRON PIPE WITH PLASTIC PLUG IN MONUMENT WELL STAMPED LS 8040 PER (C)

COMPANION LANE

COUNTRYSIDE, PHASE 2
45-44-04





RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2024-0041473
Wednesday, September 4, 2024 08:32:13
Customer: Public
Total Paid: No Fee **Receipt #: 2024230412**

JAC/CHKQZV2/148

Exempt from recording fees
(Gov. Code §§ 6103 and 27383)

(Space above this line for Recorder's use)

**FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE COUNTRYSIDE III SUBDIVISION (APN 062-022-020)**

This **FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT** ("First Amendment") is made and entered into this 28th day of August, 2024, by and between the City of Riverbank, a California municipal corporation ("City") and McRoy-Wilbur Communities, Inc., a California Corporation ("Subdivider"). City and Subdivider may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this First Amendment. This First Amendment is made with reference to the following:

RECITALS

A. Subdivider is possessed of a tract of land consisting of approximately 4.56 gross acres, lying in the City of Riverbank, County of Stanislaus, California, known as "Countryside III" (Subdivision No. 062-022-020) ("Subdivision").

B. On September 14, 2021, the City Council of the City of Riverbank adopted Resolution 2021-083 ("Resolution of Approval") approving Vesting Tentative Subdivision Map 03-2020 and related conditions of approval (the "Tentative Map"), which set forth the infrastructure obligations and conditions related to the development and build out of 22 residential lots and a basin on 4.56 gross acres ("Project").

C. The Tentative Map is subject to the Subdivision Map Act (Gov. Code, § 66410 et seq.) and the City's ordinances and regulations related to the filing, approval, and recordation of subdivision maps (together, the "Subdivision Laws") and the requirements and conditions contained in the Resolution of Approval.

D. On June 28, 2022, City and Subdivider entered into a Subdivision Improvement Agreement ("Subdivision Improvement Agreement") that included complete improvement plans for the construction, installation, and completion of the Project, attached hereto as **Exhibit A** and incorporated by this reference. DOC - 2022 - 0065260

E. Subdivider and City desire to enter into this First Amendment, to provide securities related to the improvements being installed for the Subdivision and to allow for any necessary update to the improvement plans to meet current City building requirements.

{CW139814.4}

XC

F. On August 27th, 2024 the City Council adopted a resolution authorizing the City to enter into this First Amendment with Subdivider.

NOW, THEREFORE, in consideration of the mutual covenants and benefits that accrue to each, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals above ("Recitals") are true and correct and are hereby incorporated into and made part of this First Amendment. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this First Amendment, Sections 1 through 19 shall prevail.

2. Effect of Subdivision Improvement Agreement. Except as otherwise provided herein, all provisions, defined terms, and obligations provided in the Subdivision Improvement Agreement remain in full force and effect. The Parties agree that they continue to be bound by all terms of the Subdivision Improvement Agreement except as modified by this First Amendment. All capitalized terms used in this First Amendment which are not otherwise defined in this First Amendment shall have the meanings given to such terms in the Subdivision Improvement Agreement.

3. Definitions. The Subdivision Improvement Agreement together with this First Amendment collectively make and are defined together as the "Agreement." All other defined terms used herein shall incorporate definitions used in the Subdivision Improvement Agreement, unless otherwise defined in this First Amendment. In the event of any inconsistency between any defined term in the Subdivision Improvement Agreement and this First Amendment, the defined term in this First Amendment shall control.

4. Effective Date and Term. This Agreement shall become effective on the date that both Subdivider and City have executed this First Amendment (the "Effective Date"), and shall terminate only after the release of all Securities, unless the Agreement is terminated in writing, signed and notarized by both Parties and recorded.

5. Amendment to Section 4. Installation of Requirement Improvements. Section 4 of the Subdivision Improvement Agreement is replaced in its entirety by the following language:

Installation of Required Improvements. Subdivider agrees to furnish, construct and install at Subdivider's own expense the Improvements, as shown on the Improvement Plans, which are to be installed to the sole satisfaction of the Director and will be on file in the Development Services Department. The Improvement Plans may only be modified by the Subdivider subject to prior written approval by the Director.

6. Amendment to Section 5. Subdivider's Obligations. Section 5 of the Subdivision Improvement Agreement is replaced in its entirety by the following language:

Subdivider's Obligations. Subdivider shall perform each of the following, at all times, throughout the term of this Agreement:

A. Complete, at Subdivider's sole cost and expense in a good and workmanlike manner, all of the Improvements in conformance with the Resolution of Approval (and any amendments thereto), the Subdivision Laws, and all applicable standards under City codes and ordinances and the City's general plan related to the Improvements (collectively, the "Improvement Standards").

B. Commence construction of the Improvements within three (3) months from the Effective Date of this Agreement. Subdivider shall notify the Director in writing three days before the commencement of construction of the Improvements.

C. Complete all Improvements within twelve (12) months from the Effective Date of this First Amendment, unless otherwise approved or extended in writing by the City Manager for good cause, after written application by Subdivider. Such application shall state fully the grounds and facts showing good cause for such extension to be granted. In granting any extension of time, the City may require a new or amended subdivision improvement agreement to reflect increases in the costs of constructing the Improvements or other conditions related to the extension of time.

D. Furnish and pay for all necessary equipment, labor and materials to complete the Improvements in conformity with the Improvement Standards.

E. Replace or repair all public improvements, private property, public utility facilities, and surveying or subdivision monuments that are destroyed or damaged in the performance of any work related to this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private property damaged or destroyed in the performance of any work related to this Agreement. Any repair or replacement work shall be to the satisfaction, and subject to the approval, of the Director.

F. Provide safe access for inspection by the City to the Improvements.

G. Give good and adequate warning to the public of each and every dangerous condition existing on or near the Improvements, and take reasonable action to protect the public from any such dangerous condition.

H. Perform all construction work related to installing the Improvements between 6:00 a.m. and 6:30 p.m. on weekdays and between 8:00 a.m. and 5:00 p.m. on weekends and legal holidays, unless otherwise approved in writing by the Director.

I. Require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing any work related to the Improvements. Subdivider shall maintain an office with a telephone and Subdivider or a person authorized to make decisions and act for Subdivider in Subdivider's absence shall be available at the site of any Improvements

within three (3) hours of being called at such office by the City at any time when construction work is being performed on the Improvements.

J. Assume all costs for utility and cable television undergrounding or relocation which is not the responsibility of the cable television, gas, electric, telephone or other utility company under the terms of any franchises with the City or otherwise imposed upon the utility companies by law.

K. Obtain and comply with all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

7. Amendment to Section 6. Estimated Cost of Improvements. Section 6 of the Subdivision Improvement Agreement is replaced in its entirety by the following language:

Estimated Cost of Improvements. The total estimated cost of the Improvements, as provided by Subdivider and reviewed and confirmed by City, is attached hereto as **Exhibit B** ("Cost Estimate").

8. Amendment to Section 11. Securities. Section 11 of the Subdivision Improvement Agreement is replaced in its entirety by the following language:

Securities.

A. *Types of Security.* Subdivider shall secure completion of the Improvements by providing the following securities (collectively, the "Securities"):

- i. Performance Security. A performance security that is one hundred percent (100%) of the total Cost Estimate, securing the Subdivider's faithful performance and completion of the Improvements ("Performance Security").
- ii. Payment Security. An additional amount that is fifty percent (50%) of the total Cost Estimate, securing Subdivider's payment to any contractor, subcontractor, person renting or supplying equipment, or furnishing labor and materials for the Improvements, and which shall also secure the obligations set forth in California Government Code section 66499.3(b) ("Payment Security").
- iii. Guarantee and Warranty Security. Securities to guarantee workmanship shall be in the amount of ten percent (10%) of the total Cost Estimate, to guarantee and warrant the Improvements for a period of one (1) year following their completion and acceptance against any defective work or labor done, or defective materials.

B. *Acceptable Forms of Securities.* The required Securities shall be in one of the following forms:

- i. Deposit. A cash deposit or deposits.
- ii. Bond. A bond or bonds issued by one or more duly authorized corporate sureties.
- iii. Savings and Loan Certificate. A savings and loan certificate and/or share.
- iv. Credit Instrument. An instrument or instruments of credit from an agency of the state, federal, or local government when any such agency provides at least 20% of the financing for the portion of the act or agreement requiring security, or from one or more financial institutions subject to regulations by the state or federal government pledging that the funds necessary to meet the performance are on deposit and guaranteed for payments and agreeing that the funds designated by the instrument shall become trust funds for the purposes set forth in the instrument.
- v. Security Instrument. Any other form of improvement security authorized by the Subdivision Map Act, including the deposit, with a responsible escrow agent or trust company approved by the Council, of money or negotiable bonds of the kind approved for security deposits of public money.

C. *Conditions of Securities.*

- i. Bonds. Any bonds submitted as Securities shall be executed by a surety company authorized to conduct a surety business in California and shall be in a form as specified by the Subdivision Laws and approved by the City.
- ii. Irrevocable. All Securities deposited as bonds under this Agreement shall be irrevocable, shall not be limited as to time (except as to the guarantee and warranty period), and shall provide that they may be released, in whole or part, only upon the written approval of the City, as provided under the Subdivision Laws and in Section 12 below. All Securities shall expressly obligate the surety for any extension of time authorized by the City for Subdivider's completion of the Improvements, whether or not the surety is given notice of such an extension by the City.
- iii. Replacement. No change, alteration or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as required by the Subdivision Laws.

D. *Records.* Evidence of the Securities required by this Agreement shall be kept on file with the City. If the City Council gives specific, written approval to replace the

Securities by another approved security, such replacement Securities shall be filed with the City and, upon filing, shall be deemed to be incorporated into this Agreement. Upon filing of replacement Securities with the City, the replaced Securities may be released.

9. Amendment to Section 12. Release of Securities. Section 12 of the Subdivision Improvement Agreement is replaced in its entirety by the following language:

Release of Securities. The Securities required by this Agreement shall be released in accordance with the Subdivision Laws and the following provisions:

- A. Performance Security. The Performance Security may be released or reduced, in whole or in part, in the time and manner prescribed in California Government Code section 66499.7, as it now exists or is hereafter amended, and only after the City records a Notice of Completion for all the Improvements.
- B. Payment Security. The Payment Security may, six (6) months after the Notice of Completion is recorded by City, be reduced to an amount equal to the amount of all claims filed related to the Improvements and for which notice has been given to City. The balance of the Payment Security shall be released upon the settlement of all claims and obligations for which the Payment Security was given.
- C. Guarantee and Warranty Securities. The Securities provided for guarantee and warranty of workmanship shall be released after one (1) year following recordation of a Notice of Completion for the Improvements. If, however, City determines there are defects in the Improvements that require correction pursuant to Section 10 above, and Subdivider fails to correct such defects within a reasonable time, City may utilize the Securities to make all necessary corrections, including payment of reasonable expenses and attorney's fees in connection with enforcement of any provision of this Agreement.

10. Integrated Agreement. The Subdivision Improvement Agreement, as modified by this First Amendment, contains all of the agreements of the Parties and all previous understandings, negotiations, and agreements are integrated into the Agreement.

11. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this First Amendment are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this First Amendment which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

12. Counterparts. This First Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

13. Governing Law. The validity, interpretation and performance of this First Amendment shall be controlled by and construed pursuant to the laws of the state of California.

14. Venue. Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

15. Entire Agreement. This First Amendment, together with its specific references, attachments and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this First Amendment. Neither Party shall be liable for any representations made, express or implied, with regard to such provisions unless set forth herein.

16. Authority. All Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment and the names, titles, and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this First Amendment had been fully complied with.

17. Document Preparation. This First Amendment will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

18. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this First Amendment with its own legal counsel, and based upon the advice of that counsel, freely entered into this First Amendment.

19. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this First Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Subdivider and City as of the day and year first above written.

SUBDIVIDER:

McRoy-Wilbur Communities, Inc., a
California corporation:

By: _____

Mark Wilbur, President

Date: _____

9/13/24

CITY:

CITY OF RIVERBANK, a California
municipal corporation:

By: _____

Marisela H. Garcia, City Manager

Date: _____

08/29/2024

ATTEST:

By: _____

Gabriela Hernandez, CMC
City Clerk

APPROVED AS TO FORM:

By: _____

Tom Hallinan, City Attorney

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

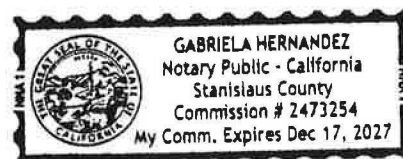
State of California)
)
County of Stanislaus)

On September 3, 2024, before me Gabriela Hernandez, a Notary Public, personally appeared Mark Tan Wilbur who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)



(Seal)

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Stanislaus)

On August 29, 2024, before me Gabriela Hernandez, a Notary Public, personally appeared Marisela H. Garcia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)



(Seal)

EXHIBIT A

Subdivision Improvement Agreement

- SEE ATTACHMENT 3 OF STAFF REPORT FOR SIA -

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date:	April 8, 2025
Subject:	Resolution to Approve the Memorandum of Understanding with Stanislaus County to Host Library Operations at the Teen Center during Renovation of the Riverbank Public Library
From:	Marisela H. Garcia, City Manager
Submitted by:	Michael Patton, Parks and Recreation Director

RECOMMENDATION

It is recommended that the City Council approves the memorandum of understanding with Stanislaus County to host library operations at the Teen Center during the renovation of the Riverbank Public Library.

SUMMARY

In the month of April, Stanislaus County will begin renovation of the Riverbank Public Library to update the facility and address ADA compliance issues. The renovation is expected to be a five-month project. While the building is under renovation, the local library has sought out locations where they can continue providing services to Riverbank residents. The City's Parks and Recreation Department has been in contact with the library to assist with finding city-owned facilities that the library can temporarily operate out of during construction. After discussions and site visits, both entities believe that the Teen Center would be able to accommodate their proposed limited services while not interfering with city programming.

A Memorandum of Understanding has been drafted and reviewed by both the city and county with terms that satisfy both parties. The memorandum of understanding is presented to the city council for review and approval.

BACKGROUND

In late 2024, staff from the Riverbank Public Library contacted city staff informing them that the county is scheduling a renovation of the local library and they are looking for locations where they can operate during the renovation. The limited services include book

reservation, pick up, and drop off. Since facility maintenance and operations are under the Parks and Recreation departments, the Parks and Recreation director took the lead in assisting the library. The Parks and Recreation Director and county staff visited multiple city-owned facilities that would have sufficient spacing needed for the County's proposed usage. After discussions, both parties believe that the City's Teen Center would be the best use.

Within the Teen Center, there is a small room that is an estimated 150 square feet that is currently being used as storage. The city would clear the space so that the library could operate with storing books, computer access for their staff, etc. The library has agreed to use the facility only for book pick, drop off, and reservation during the hours of 10:00 AM-2:00 PM. This time frame would not conflict with the city's current programming. The library would begin using the Teen Center on April 13th with the library's renovation estimated to be 5 months.

In turn, the City has proposed a \$150.00 fee to be made per month to the city. The cost is to offset the library's usage of utilities and janitorial services each month. Library staff will be responsible for their own equipment and will be responsible for any damages to City property that derive from their usage.

FINANCIAL IMPACT

The City will generate \$150.00 in revenue per month for the library to use the Teen Center during their renovation. The City is expecting an increase in expenditures with utilities and janitorial services.

STRATEGIC PLAN

The City's Strategic Plan has a goal to 'maintain a high quality of life'. Within this goal, there are a couple of objectives that encourage the city to nurture local partnerships and collaborations. Objectives include "Promote Community Partnerships" and "Engage the community and non-profit partners in the development of programs, facilities, transitional housing, and/or solutions for homeless services". This partnership with the library would satisfy the city's goals in the strategic plan by assisting with the continuance of programs during a time where the primary facility is not in operations.

ATTACHMENTS

1. Resolution 2025-
2. Memorandum of Understanding with Stanislaus County to Host Library Operations at the Teen Center during Renovation of the Riverbank Public Library

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH
STANISLAUS COUNTY TO HOST LIBRARY OPERATIONS AT THE TEEN CENTER
DURING RENOVATION OF THE RIVERBANK PUBLIC LIBRARY**

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

WHEREAS, the Riverbank Public Library, operated by Stanislaus County, is scheduled for renovation to enhance its facilities and improve services to the community; and

WHEREAS, during the renovation period, continued access to library services is essential to ensure that residents have uninterrupted access to books, educational materials, and programs; and

WHEREAS, the City of Riverbank recognizes the importance of library services and is committed to supporting temporary arrangements to accommodate these services; and

WHEREAS, the City of Riverbank owns and operates the Teen Center, located at 3601 Santa Fe Street Suite B, Riverbank, California, 95367, which has available space suitable for hosting temporary library operations; and

WHEREAS, Stanislaus County and the City of Riverbank have negotiated a Memorandum of Understanding (MOU) outlining the terms and conditions for temporarily relocating library operations to the Teen Center during the renovation period; and

WHEREAS, the City Council has reviewed the terms of the MOU and finds that it is in the best interest of the City and its residents to approve and enter into this agreement with Stanislaus County.

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

1. Approves the Memorandum of Understanding between the City of Riverbank and Stanislaus County for the temporary hosting of library operations at the Teen Center during the renovation of the Riverbank Public Library.

2. Authorizes the City Manager, or their designee, to execute the MOU and take all necessary actions to implement its provisions.
3. Directs City staff to coordinate with Stanislaus County to facilitate a smooth transition and operation of library services at the Teen Center for the duration of the renovation.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 8th day of April, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

Attachment: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERBANK AND STANISLAUS
COUNTY FOR USE OF RIVERBANK TEEN CENTER**

This MEMORANDUM OF UNDERSTANDING ("MOU") dated as of April 8, 2025 is entered into by and between the City of Riverbank, a California municipal corporation ("City") and Stanislaus County, ("Renter"). City and Renter may each be referred to herein individually as a "Party" or collectively as the "Parties". There are no other parties to this MOU.

RECITALS

A. The City operates the Riverbank Teen Center located at 3600 B Santa Fe Street, Riverbank, CA 95367. ("Teen Center").

B. Renter intends to use the Teen Center for their activities which include but are not limited to providing access to library materials to residents during the remodel of the Riverbank library through a pop-up library. ("Program").

C. The City and Renter desire to enter into this MOU to provide the terms and conditions under which the Renter may use the Teen Center for their Program.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

Section 1. Term. The term of this MOU shall commence on the Effective Date and continue for five (5) months terminating on September 30, 2025 ("Term"). The Parties may agree to renew this MOU, based on mutually agreeable conditions by the express written consent of both Parties. Either Party may terminate this MOU with thirty (30) days written notice, pursuant to the notice requirements set forth in this MOU.

Section 2. Teen Center Use.

2.1. Use of Teen Center. Renter shall have use of the Teen Center for Program operations only as outlined in this MOU. Renter shall only use portions of the Teen Center that are required for Program operations. Use of the Teen Center shall be in accordance with the City's policies.

2.2. Control of Teen Center. The City shall retain exclusive control over the Teen Center at all times.

2.3. Schedule for Use. Renter shall have use of the portions of the Teen Center necessary for its Program from 10:00 AM to 2:00 PM on Monday through Friday beginning April 13th. Renter may schedule with City to access the Teen Center outside of the listed hours with written approval from City.

2.4. Designated Point of Contact. Renter and the City agree to each designate a primary point of contact to communicate between the Parties regarding the ongoing use of the park.

2.5. Permits. No permits are required for the MOU.

2.6. Teen Center Keys. City shall provide Renter with six keys to the Teen Center. City shall provide Renter with a building access code to turn off the building's security system. Renter is to return keys to the City at the conclusion of the MOU.

2.7. Utilities. City shall be responsible for providing utilities, such as water, power, and gas to the Teen Center.

2.8. Individuals Permitted to use Teen Center. Program staff and participants are permitted to use the Teen Center during the Program operations. Renter agrees to provide an onsite manager and staff necessary for Program operations. Renter's staff and onsite manager are in no way affiliated with the City and are not agents, employees, or independent contractors of the City. Renter shall have an onsite manager present at all times during Program operations. Renter shall ensure that Program staff and recipients comply with the City's policies. All program staff and participant concerns shall be referred to the Program administrators.

2.9. Renter Provided Equipment. Renter shall provide all Program service items such as, but not limited to, books, carts, technology, etc.

2.10. Renter Storage Space. City shall provide Renter access to a portion of storage space to be used as storage for the Renter's equipment at the Teen Center. The City has final approval over the location of the storage space for the program equipment.

2.11. Disposal of Waste. City shall provide a designated area for Renter's staff to dispose of waste generated by Program operations. Renter shall dispose of all Program operation waste at the end of each use of the park facility.

2.12. Condition of Teen Center. After every use of the Teen Center, the Renter shall leave the facility in the same condition it was in before use, including but not limited to sweeping, cleaning and wiping down all surfaces and equipment, and returning all service items to proper storage places, etc.

2.13. Damage to Teen Center. Renter shall be responsible for all costs associated with damages, beyond normal wear and tear, to the Teen Center caused during Renter's Program operations. This includes damage caused by Program recipients.

2.14. Closing Procedure. Renter shall comply with City's closing procedure when required to close the Teen Center after use. This includes locking doors, turning on security systems, turning off lights, etc.

Section 3. Fees.

3.1. Facility Use Fees. Renter agrees to pay a monthly facility rental fee of One Hundred Fifty Dollars and No Cents (\$150.00). Payment shall be due on or before the first (1st) day of each month. Payments may be made by check payable to the City of Riverbank, 6707 Third Street, Riverbank, California 95367 Attention: Michael Patton. If payment is not received by the fifth (5th) day of the month, a late fee of Twenty-Five dollars and No Cents (\$25.00) will be applied. Failure to remit payment, including any applicable late fees, may result in termination of the MOU.

3.2. Additional Services. Renter may request City to provide additional services beyond those outlined in this MOU. Any additional services can be provided at additional cost by the City, with service terms to be mutually agreed upon by City and Renter as an amendment to the MOU.

Section 4. Waiver. In consideration of the Renter's use of the Teen Center for Program operations, Renter, for itself, its agents, officers, employees, and Program recipients, do hereby release, waive, discharge, and covenant not to sue the City, its agents, officers, employees, and agents from any and all claims, including negligence, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, observation, participation in activities, and use of the Teen Center, premises, or equipment.

Section 5. Indemnity. All Parties hereto mutually agree to indemnify, defend, and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including

reasonable attorneys' fees), which directly or indirectly arise from the performance of the Program contemplated hereunder by the indemnifying party, its agents, representatives, or employees.

Section 6. Liability insurance. Renter shall maintain in full force and effect, at all times during the use of the Teen Center, commercial general liability insurance coverage, including, but not limited to, premises-operations, broad form property damage, and personal injury for liability arising out of this MOU with the City. This policy shall have minimum limits for bodily injury liability and property damage liability of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate. An additional insured endorsement to the commercial general liability insurance policy shall name the City and its officers, agents, volunteers, and employees as additional insureds. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Renter from liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law. Renter shall provide City with written proof of said insurance upon request. City shall maintain commercial general liability insurance in the same manner and at the same level as it does in connection with City-owned facilities.

If Renter is self-insured for liability, it may submit a certification of self-insurance and additional insured endorsement to the City's Risk Manager, providing for the same level of insurance coverage listed above. Upon acceptance of that written commitment by the City's Risk Manager, the requirements of this paragraph shall be satisfied.

Section 7. No Obligation to Protect Renter's Property. City shall have no obligation to protect Renter's property while it is located at the Teen Center. Renter hereby releases the City from all claims for damage to any of its property, however occurring, while located at the Teen Center.

Section 8. Program Advertisement. Renter may provide the City with marketing materials for the Program. City may advertise Renter's program, using Renter supplied marketing materials, through City approved channels.

Section 9. General Provisions.

A. *Headings.* The descriptive headings of the sections and paragraphs contained in this MOU are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

B. *Governing Law and Venue.* This MOU shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California, applicable to instruments, persons, and transactions having legal context and relations solely within the State of California. Venue for any action to enforce this MOU shall be in the California Superior Court, in and for the County of Stanislaus.

C. *Severability.* If this MOU, in its entirety, is determined by a court to be invalid or unenforceable, this MOU shall automatically terminate as of the date of final entry of judgment. If any provision of this MOU shall be determined by a court to be invalid and unenforceable, or if any provision of this MOU is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this MOU, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this MOU.

D. *Counterparts.* This MOU may be executed in counterparts, and also executed shall constitute an agreement that shall be binding upon the Parties.

E. *Document Preparation.* The language of this MOU shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

F. *No Joint Venture.* This MOU shall not constitute or create any form of association, joint venture, partnership, or cooperative activity, of any nature whatsoever, for any purpose between the Parties. This MOU shall not constitute or create a trust, express or implied, for the benefit of Renter or any other persons.

G. *No Third Party Beneficiaries.* Nothing herein shall be construed to create any right of a third party to enforce this Agreement or to seek any benefit therefrom.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

COUNTY OF STANISLAUS

CITY OF Riverbank, a municipal corporation

By: _____
Andrew Johnson
GSA Director / Purchasing Agent

By: _____
Marisela H. Garcia
City Manager

Date: _____

Date: _____

APPROVED AS TO CONTENT:
Stanislaus County Library

By: _____
Sarah Dentan, County Librarian

Date: _____

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Marc Hartley, Deputy County Counsel

Date: _____

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 12.1

SECTION12: NEW BUSINESS

Meeting Date: April 8, 2025

Subject: Approval of the Public Works Construction Standards:

- 1. Resolution to Add New Standard Vertical Curb to Roll-Over Curb Driveway Approach Drawing No. 333 to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 3 – Streets**
- 2. Resolution to Update 2” Water Service Standard Drawing No. 505 and Add Two New Standards Drawing No. 534 and 535 to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 5 – Water**
- 3. Resolution to Update Catch Basin Drawing No. 702, Open Area Drain Drawing No. 706, Horizontal Drain Drawing No. 721 and add two New Standards to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 7 – Storm Drain**
- 4. Resolution to Add New Standards for Micro-Trenching, Excavation and Trench Paving Drawing No. 1008 through 1016 to CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 10 – Utilities**
- 5. Resolution to Replace in its Entirety CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and Standard Plans for Section 11 – Trash Enclosure**

From: Marisela H. Garcia, City Manager

Submitted by: Cody Bridgewater, Director of Public Works
Kathleen Cleek, Capital Projects/Regulatory Compliance Mgr.

RECOMMENDATION

It is recommended that the City Council adopt resolutions to add, update and replace CITY OF RIVERBANK STANDARD SPECIFICATIONS – Design Standards and

Standard Plans for Section 3 – STREETS, Section 5 – WATER, Section 7 – STORM, Section 10 – UTILITIES and Section 11– TRASH ENCLOSURE

SUMMARY

The City of Riverbank's current Standard Specifications consist of 11 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., Section 9 – Grading, Section 10 – Utilities and Section 11 – Trash Enclosure. 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. The additions, updates and replacements are listed as follows:

Under Section 3 – Streets the Vertical Curb to Roll-Over Curb Driveway Approach Drawing No. 333 has been added for an additional construction option other than a standard curb & gutter.

Under Section 5 – Water the 2" Water Service Standard Drawing No. 505 has been updated and new Standards Abandonment of Water Service, Saddle Acceptable Condition Drawing No. 534 and Abandonment of Water Service, Saddle Not Acceptable Condition Drawing No. 535 have been added. The new standards are added to comply with current codes.

Under Section 7 – Storm Drain the Catch Basin Drawing No. 702, Open Area Drain Drawing No. 706, Horizontal Drain No. 721 have been updated and new standard Rock Well/Vertical Drain Drawing No. 723 and Rock Well/Vertical Drain Core Pipe Drawing No. 724 have been added. The storm standards were updated and added to included filter details.

Under Section 10 – Utilities new standard details for Micro-Trenching, Excavation and Trench Paving Drawing No. 1008 through 1016 have been added. The new standards have been added to comply with current codes.

Under Section 11 – Trash Enclosure has been replaced in its entirety to include details for storage of both recycle and organic bins.

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 2025-XXX
Exhibits: City of Riverbank Design Standards
 - A. Proposed Street Standard
 - B. Proposed Water Standard
 - C. Proposed Storm Drain Standard
 - D. Proposed Utilities Standard
 - E. Proposed Trash Enclosure Standard

CITY OF RIVERBANK

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO ADD NEW STANDARD VERTICAL CURB TO ROLL-OVER CURB DRIVEWAY APPROACH DRAWING NO. 333 TO CITY OF RIVERBANK STANDARD SPECIFICATIONS – DESIGN STANDARD AND STANDARD PLANS FOR SECTION 3 – STREETS, UPDATE 2” WATER SERVICE STANDARD DRAWING NO. 505 AND ADD TWO NEW STANDARDS DRAWING NO. 534 AND 535 TO CITY OF RIVERBANK STANDARD SPECIFICATIONS – DESIGN STANDARDS AND STANDARD PLANS FOR SECTION 5 – WATER, UPDATE CATCH BASIN DRAWING NO. 702, OPEN AREA DRAIN DRAWING NO. 706, HORIZONTAL DRAIN DRAWING NO. 721 AND ADD TWO NEW STANDARDS TO CITY OF RIVERBANK STANDARD SPECIFICATIONS DESIGN STANDARDS AND STANDARD PLANS FOR SECTION 7 – STORM, ADD NEW STANDARD FOR MICRO-TRENCHING, EXCAVATION AND TRENCH PAVING DRAWING NO. 1008 THROUGH 1016 TO CITY OF RIVERBANK STANDARD SPECIFICATIONS – DESIGN STANDARDS AND STANDARD PLANS FOR SECTION 10- UTILITIES AND REPLACE IN ITS ENTIRETY CITY OF RIVERBANK STANDARD SPECIFICATIONS – DESIGN STANDARDS AND STANDARD PLANS FOR SECTION 11 – TRASH ENCLOSURE

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

WHEREAS, the City of Riverbank’s current Standard Specifications adopted by Resolution 2016-005, were developed to aid all persons engaged in construction of public works projects within the city limits of Riverbank.

WHEREAS, 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.

WHEREAS, all Standard Specifications Sections will remain as adopted by Resolution 2016-005, other than those outlined here as updated, and

WHEREAS, the City of Riverbank staff reviewed the standard specifications and drawings within Section 3 – Streets and determined to add new standard Vertical Curb to Roll-Over Curb Driveway Approach Drawing No. 333.

WHEREAS, the City of Riverbank staff reviewed the standard specifications and drawings within Section 5 – Water and determined the 2” Water Service Standard Drawing No. 505 needed to be updated and two new Standard Drawings No. 534 and 535 needed to be added.

WHEREAS, the City of Riverbank staff reviewed the stand specifications and drawings within Section 7 – Storm and determined the Catch Basin Drawing No. 702, Open Area Drain Drawing No. 706, Horizontal Drain Drawing No. 721 needed to be updated and two new standards added.

WHEREAS, the City of Riverbank staff reviewed the standard specifications and drawings within Section 10 – Utilities and determined to add new standard for Micro-Trenching, Excavation and Trench Paving Drawing No. 1008 through 1016.

WHEREAS, the City of Riverbank staff reviewed the standard specifications and drawings within Section 11 – Trash Enclosure and decided to replace in its entirety all design standards.

WHEREAS, these standards are updated to comply with current codes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby agrees to adopt Resolution to update 2: Water Service Standard Drawing No. 505 and add new Standards Abandonment of Water Service, Saddle Acceptable Condition Drawing No. 534 and Abandonment of Water Service, Saddle Not Acceptable Condition Drawing No. 535 to 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 8th day of April, 2025; motioned by _____ seconded by _____, and upon roll call was carried by the following City Council vote _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

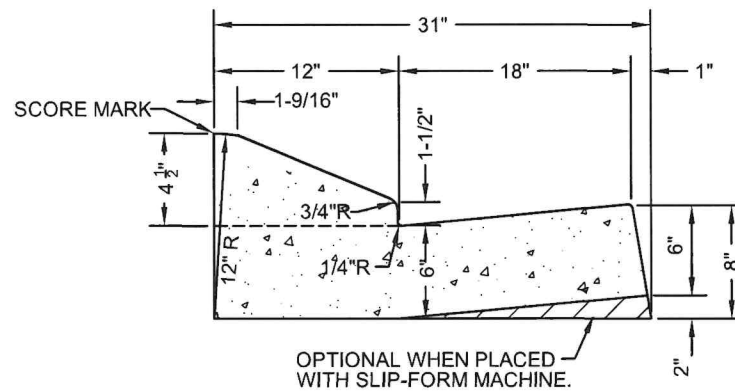
ATTEST:

APPROVED:

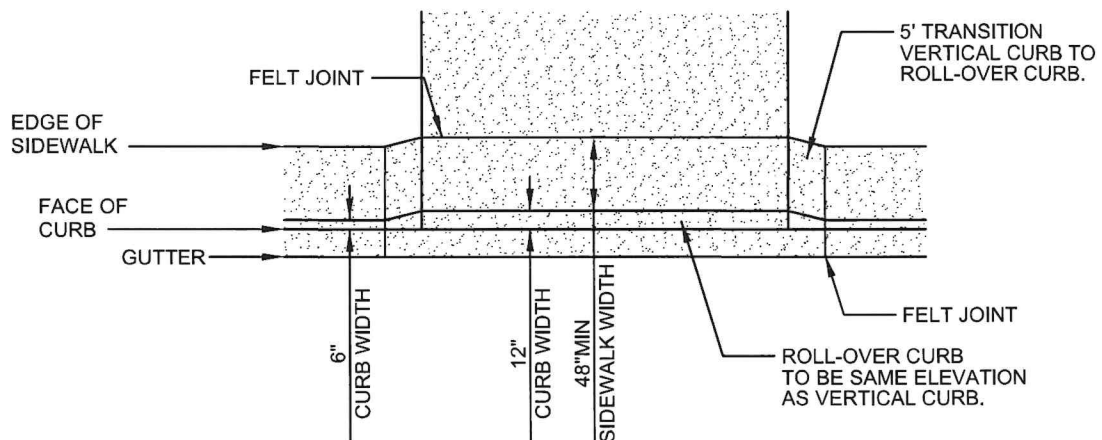
Gabriela Hernandez, CMC
City Clerk

Rachel Hernandez
Mayor

Attachments: City of Riverbank Construction Standards – Streets, Water, Storm, Utilities and Trash Enclosure



6" DRIVE OVER CURB AND GUTTER



VERTICAL TO ROLL-OVER DRIVEWAY ENTRANCE

NOTES:

1. ALL SLOPES MUST BE IN A SINGLE PLANE.
2. WEAKENED PLANE JOINTS AT ALL GRADE BREAKS.
3. EXPANSION JOINTS AT RIGHT OF WAY WITH $\frac{1}{2}$ " FELT.
4. DRIVEWAYS SHALL BE PLACED A MINIMUM OF 10 FEET FROM CURB RETURNS.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

**VERTICAL CURB TO
ROLL-OVER CURB
DRIVEWAY APPROACH**

DRAWN BY:
ARDURRA

DATE:
2/11/2025

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

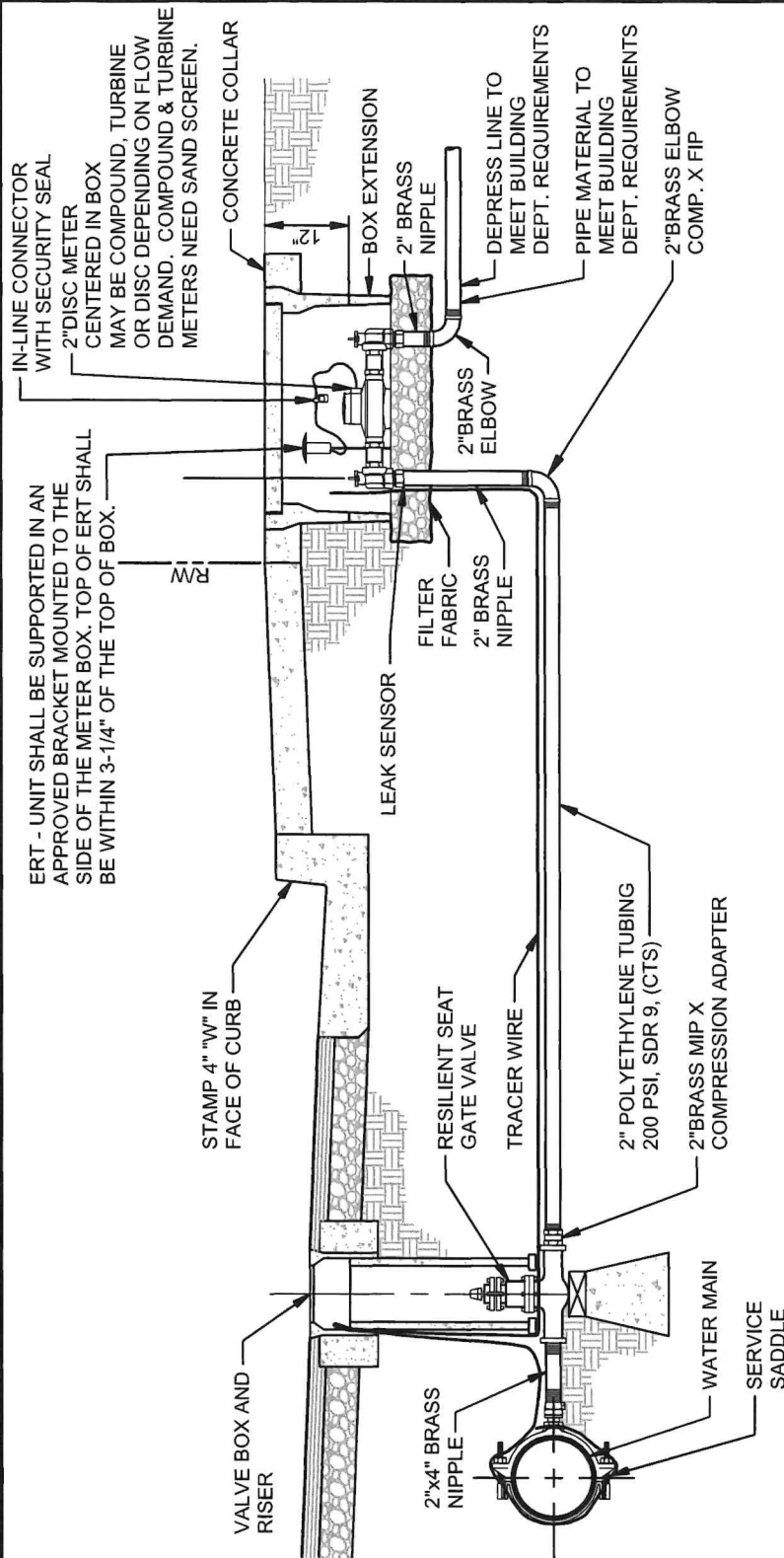
DRAWING NO.

REVISIONS:
NONE

SECTION:
STREETS

DRAWING NAME:
333.DWG

333



NOTES:

1. ALL COMPRESSION FITTINGS SHALL HAVE STAINLESS STEEL INSERTS.
2. METER SHALL BE FURNISHED AND SET BY CONTRACTOR. PROVIDE ERT AND TRANSMITTING REGISTER WITH 5' LEAD.
3. SERVICE LATERAL AND BUILDING SUPPLY LINE SHALL BE INSTALLED UNDER BOX.
4. EXTEND BUILDING SERVICE LINE TO A MINIMUM OF EITHER 2' BEYOND BACK OF METER BOX OR 2' BEYOND BACK OF SIDEWALK AND CAP.
5. REFER TO CITY WATER STANDARDS FOR CONSTRUCTION STANDARDS, SPECIFICATIONS AND ENGINEER'S LIST OF APPROVED MATERIALS.
6. NO FENCING SHALL BE INSTALLED BETWEEN STREET AND METER BOX.
7. DISTANCE BETWEEN BOX ENDS AND ANGLE BALL METER VALVES TO BE EQUAL.
8. CONNECT SERVICE TRACER WIRE TO THE TRACER WIRE ON THE MAIN. IN ABSENCE OF MAIN TRACER WIRE, WRAP SERVICE TRACER WIRE AROUND THE MAIN. RUN CONTINUOUS FROM MAIN TO METER BOX WITH LOOPS INTO EACH VALVE BOX.

BOX AND LID FOR COMMERCIAL SERVICE:
B36 OR FL36 & FL36D

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS
REVISIONS: NONE	SECTION: WATER	DRAWING NAME: 505.DWG

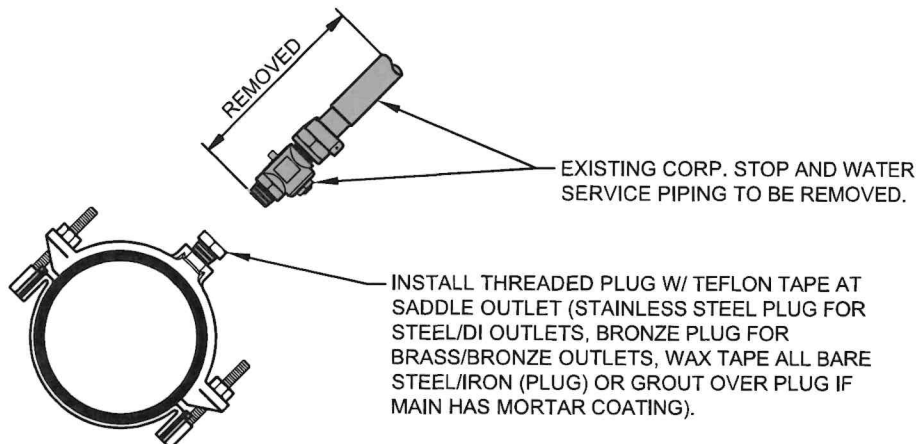
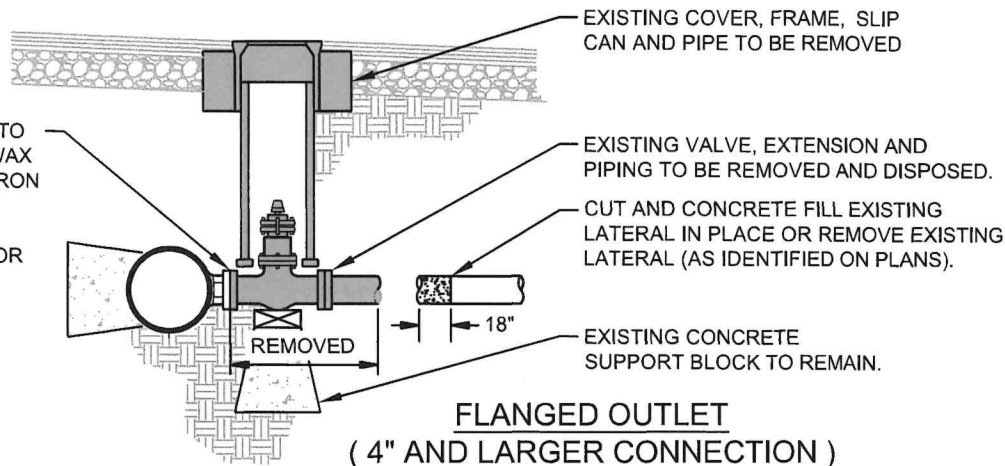
2" WATER SERVICE

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

505

INSTALL BLIND FLANGE TO MATCH SERVICE SIZE. WAX TAPE ALL BARE STEEL/IRON (FLANGES AND BLOTS) HD-50 CORROSION PREVENTION COATING OR EQUAL.



SADDLE/THREADED OUTLET (3/4" THRU 2" CONNECTION)

NOTES:

THE FOLLOWING SHALL BE THE STEPS TAKEN TO ABANDON EXISTING WATER APPURTENANCES

1. PRIOR APPROVAL FROM CITY OF RIVERBANK SHALL BE OBTAINED IN THE FORM OF APPROVED PLANS, INSPECTION PACKAGE, AND SERVICE ABANDONMENT AGREEMENT BETWEEN CITY AND PROPERTY OWNER.
2. CONTRACTOR SHALL:
 - 2.1. COORDINATE WITH CITY OF RIVERBANK TO REMOVE EXISTING METERS ON WATER SERVICES AND FIRE DETECTOR ASSEMBLIES.
 - 2.2. COORDINATE WITH CITY OF RIVERBANK TO SHUT-DOWN/ISOLATE MAIN FROM SERVICE.
 - 2.3. EXCAVATE DOWN TO GAIN ACCESS TO CONNECTION POINT AT MAIN AND LATERAL FOR REMOVAL.
 - 2.4. CUT AND CRIMP EXISTING COPPER SERVICES 12" TO 18" AWAY FROM THE SERVICE CONNECTION AND LEAVE IN PLACE. MAINS LARGER THAN 2" SHALL BE CUT 18" TO 28" FROM SERVICE CONNECTION AND HAVE REMAINING 18" OF THE PIPE PLUGGED WITH CONCRETE AND ABANDONED IN PLACE UNLESS PLANS SPECIFY THE REMOVAL OF THE REMAINING PIPE.
 - 2.5. EXCAVATE DOWN TO AND REMOVE THE RISER TO THE WATER METER OR FIRE SERVICE. CUT AND CRIMP, OR PLUG WITH CONCRETE (18" MIN), THE REMAINING SERVICE LINES.
 - 2.6. BACKFILL AND COMPACT THE EXCAVATIONS IN ACCORDANCE WITH CITY OF RIVERBANK STANDARDS AND SPECIFICATIONS AND/OR ENCROACHMENT PERMIT.
 - 2.7. REPAIR ANY REMOVED PAVEMENT MATERIALS IN ACCORDANCE WITH ENCROACHMENT PERMIT REQUIREMENTS OR CITY OF RIVERBANK STANDARDS.
 - 2.8. CONTACT CITY OF RIVERBANK TO RECHARGE THE WATER MAIN AFTER SERVICE HAS BEEN ABANDONED.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

ABANDONMENT OF WATER
SERVICE, SADDLE
ACCEPTABLE CONDITION

DRAWN BY:
GK

DATE:
2/11/2025

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

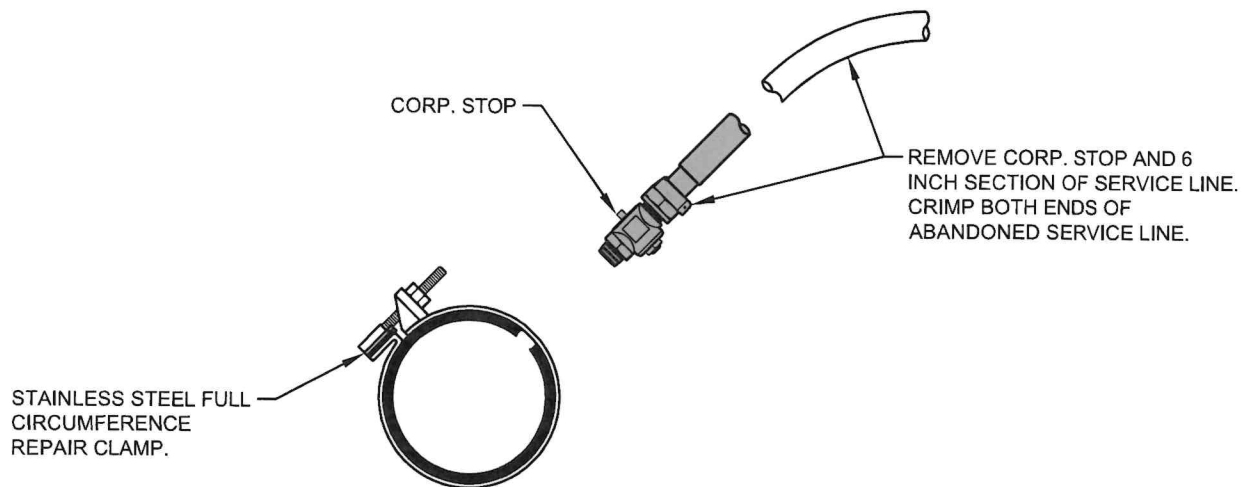
DRAWING NO.

REVISIONS:
NONE

SECTION:
WATER

DRAWING NAME:
534.DWG

534



NOTES:

1. CUSTOMER MUST REQUEST 24 HOUR NOTICE TO TURN OFF FOR METER REMOVAL FROM CUSTOMER SERVICE.
2. LOCATION OF CORPORATION STOP TO BE DETERMINED BY CONTRACTOR.
3. REMOVE ABANDONED ANGLE METER STOP.
4. WATER METER BOX TO BE REMOVED:
 - a. FILL HOLE WITH CLEAN DIRT, COMPACT, AND GRADE LEVEL
 - b. SIDEWALK - SAWCUT TO THE CLOSEST SCORE MARK ON EACH SIDE OF METER BOX AND POUR SIDEWALK TO MEET CITY STANDARDS.
5. CONTRACTOR SHALL SUBMIT TO CITY FOR APPROVAL A NOTIFICATION LETTER AT LEAST 5 WORKING DAYS PRIOR TO SHUTDOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DE-WATERING AND SENDING NOTIFICATION LETTER TO ALL AFFECTED USERS 3 WORKING DAYS PRIOR TO OUTAGES. THE CITY CANNOT GUARANTEE A COMPLETE WATER SHUTDOWN OF EXISTING MAIN. CONTRACTOR IS RESPONSIBLE FOR DE-WATERING IF NECESSARY. CONTRACTOR SHALL EXCAVATE 1 WORKING DAY IN ADVANCE OF ABANDONMENT AND PLATE EXCAVATION.

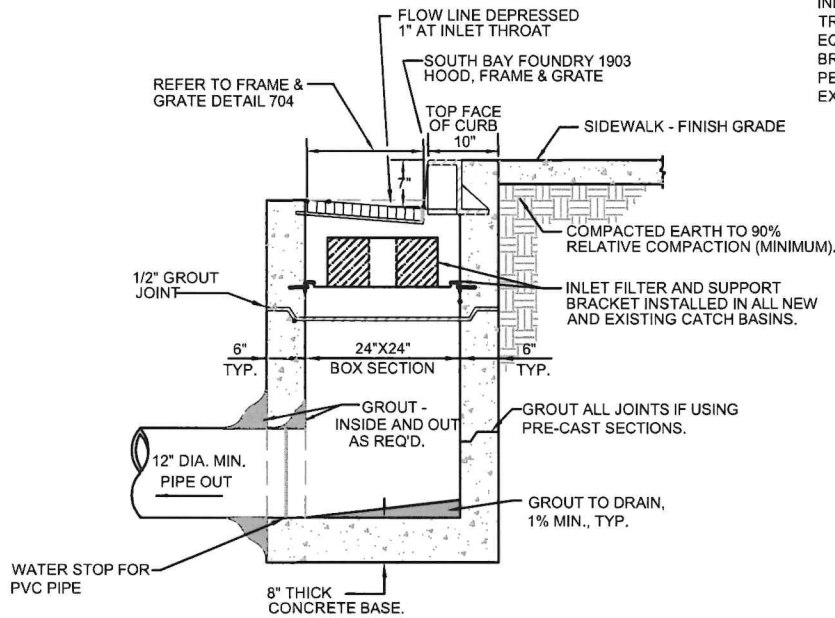
CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

**ABANDONMENT OF WATER
SERVICE, SADDLE NOT
ACCEPTABLE CONDITION**

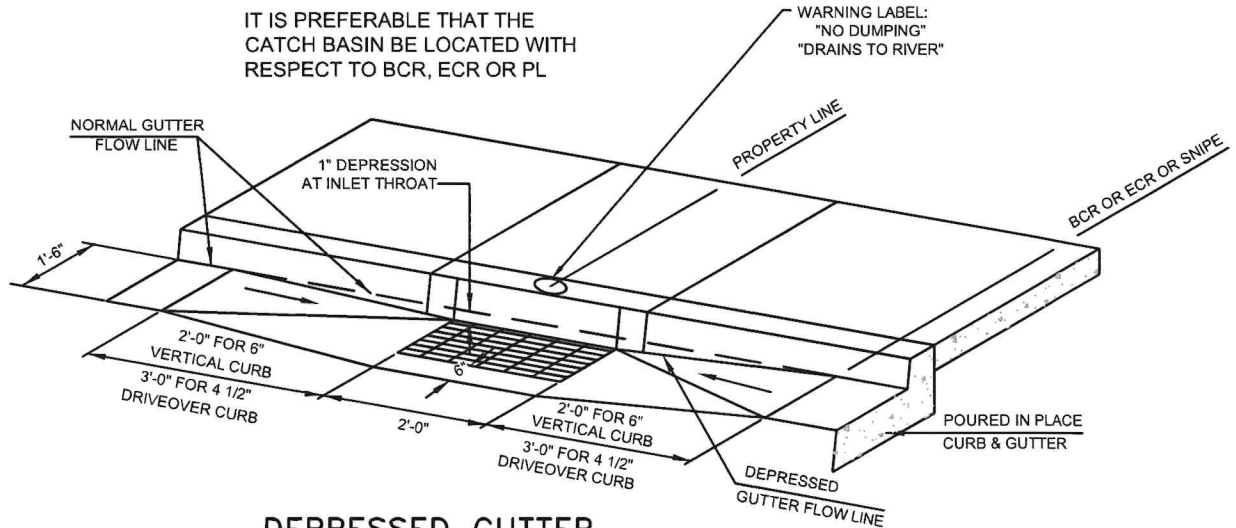
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO.
REVISIONS: NONE	SECTION: WATER	DRAWING NAME: 535.DWG		535

NOTE: WITHIN THE PROJECT LIMITS, ALL NEW AND EXISTING STORM DRAIN CATCH BASINS SHALL HAVE INLET FILTERS INSTALLED. INLET FILTERS SHALL BE TRITON SQUARE TOP HAT SERIES, OR APPROVED EQUIVALENT. CATCH BASIN SHALL HAVE SUPPORT BRACKETS INSTALLED IN CATCH BASIN BOX SECTION PER MANUFACTURES SPECIFICATIONS UNLESS AN EXCEPTION IS ALLOWED PER THE CITY ENGINEER.



TYPICAL SECTION

IT IS PREFERABLE THAT THE CATCH BASIN BE LOCATED WITH RESPECT TO BCR, ECR OR PL



DEPRESSED GUTTER

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

CATCH BASIN

DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS
REVISIONS: NONE	SECTION: STORM	DRAWING NAME: 702.DWG

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

702

CONCRETE PIPE INLET

PLAN

CONCRETE PIPE -
12" MIN.

24" I.D. CLASS III RCP SEWER
PIPE - A.S.T.M. C-76. USE
STANDARD REINFORCED
CONCRETE STORM DRAIN
PIPE FOR INSTALLATIONS
OVER 4 FT. IN DEPTH.

- CONCRETE SLAB

CAST IRON GRATE

CONCRETE PIPE -
12" MIN.

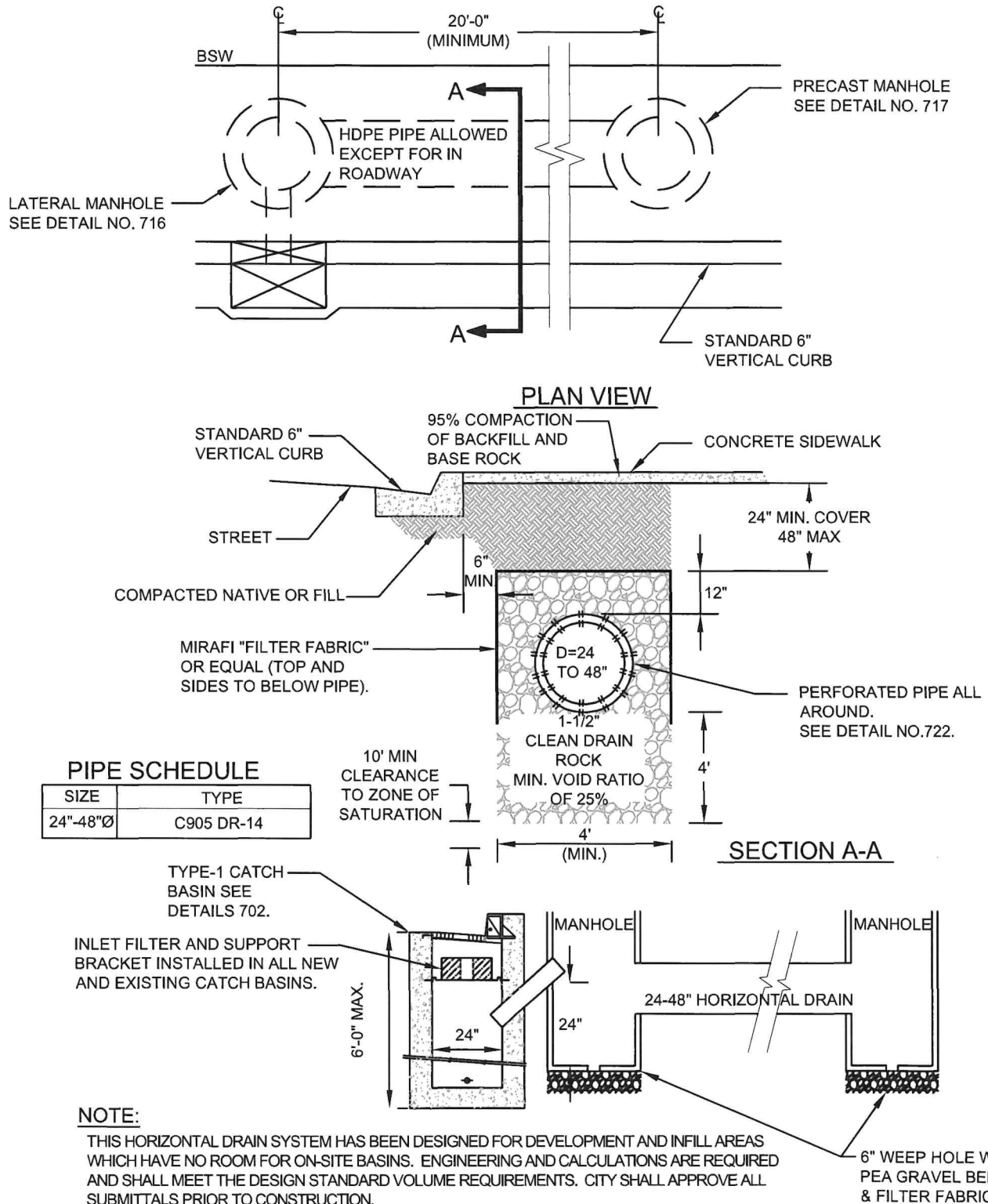
CONCRETE SLAB

A MINIMUM OF 2 CUBIC FEET OF 1-1/2" DRAIN ROCK WITH FILTER FABRIC SHALL BE REQUIRED OUTSIDE EACH OF THE WEEPHOLES ON ALL CATCH BASINS.

NOTE: 1' SUMP AND WEEPHOLE TO BE CONSTRUCTED WHEN CONNECTING TO PERCOLATION FACILITIES, ONLY. FOR POSITIVE DRAIN APPLICATIONS, GROUT INLET FLOOR TO DRAIN TO OUTGOING PIPE INVERT.

SECTION

706



CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

HORIZONTAL DRAIN

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

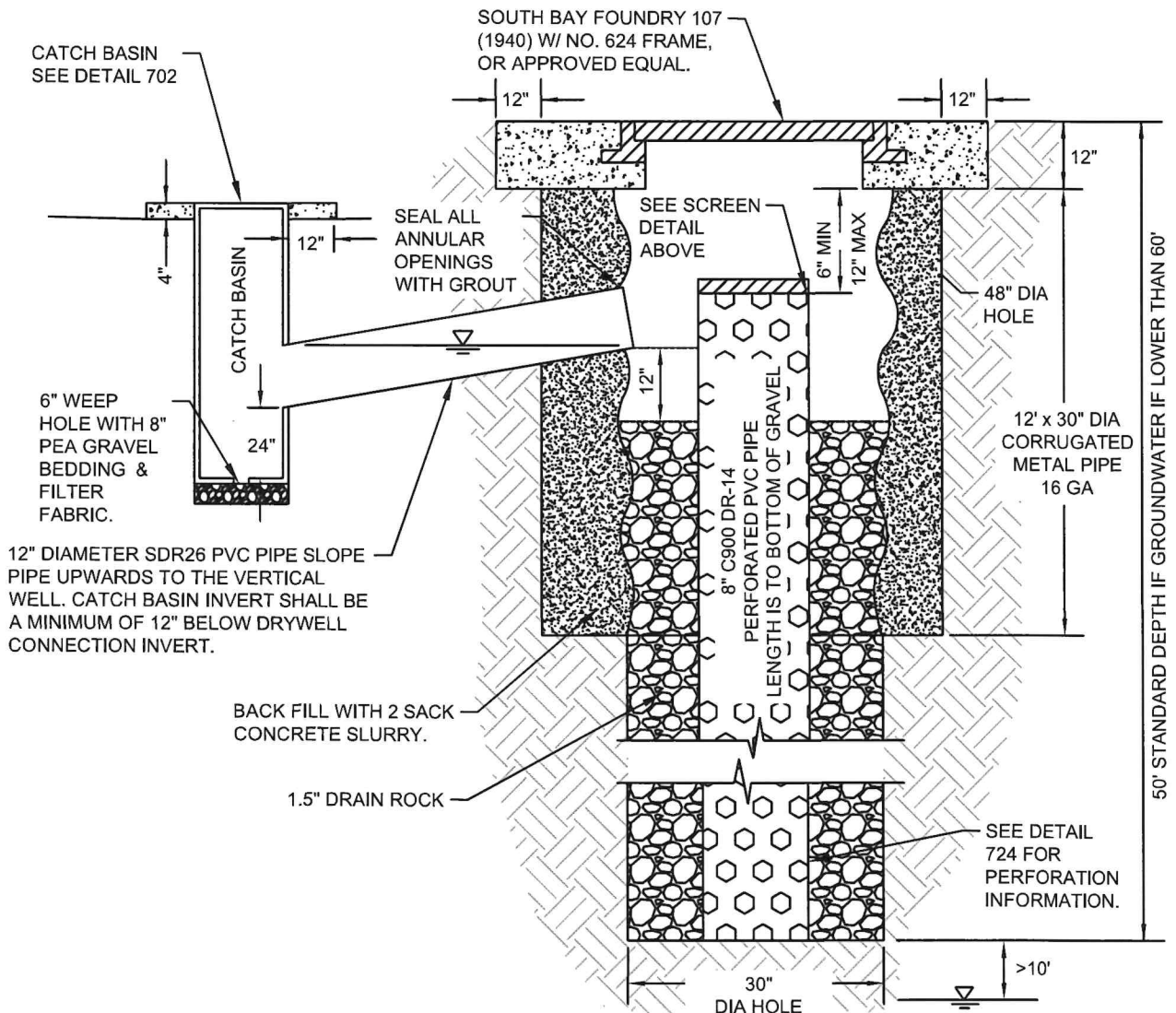
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS
REVISIONS: NONE	SECTION: STORM	DRAWING NAME: 721.DWG

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

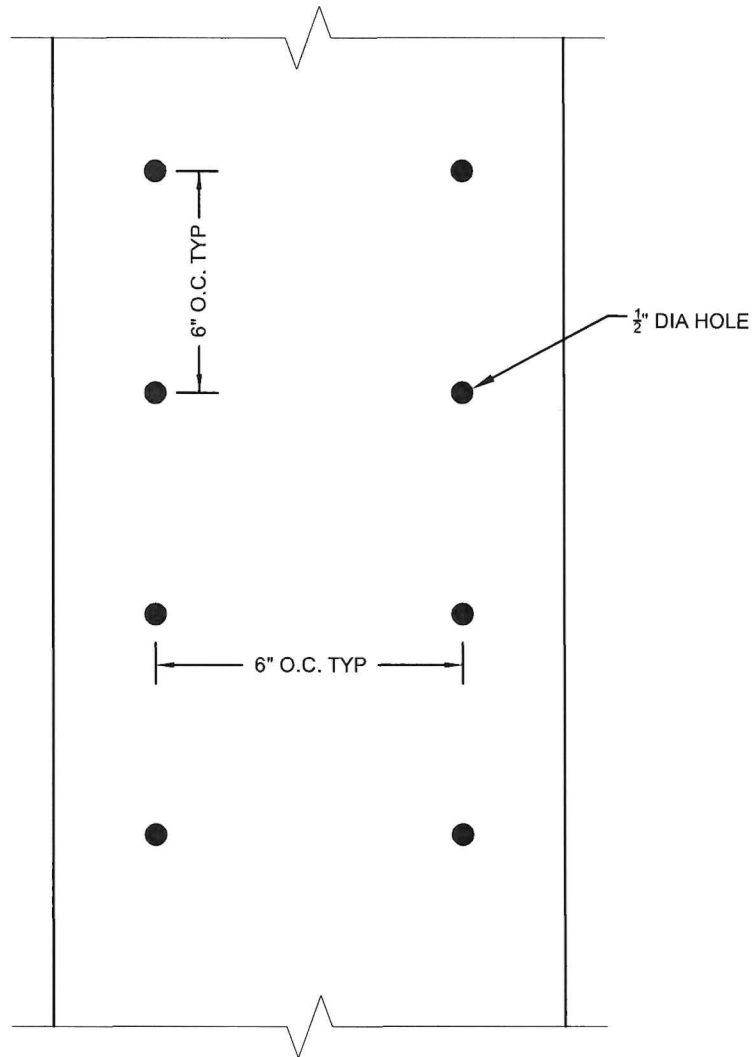
721

SCREEN COVER

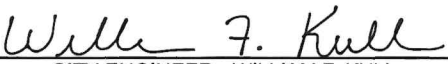


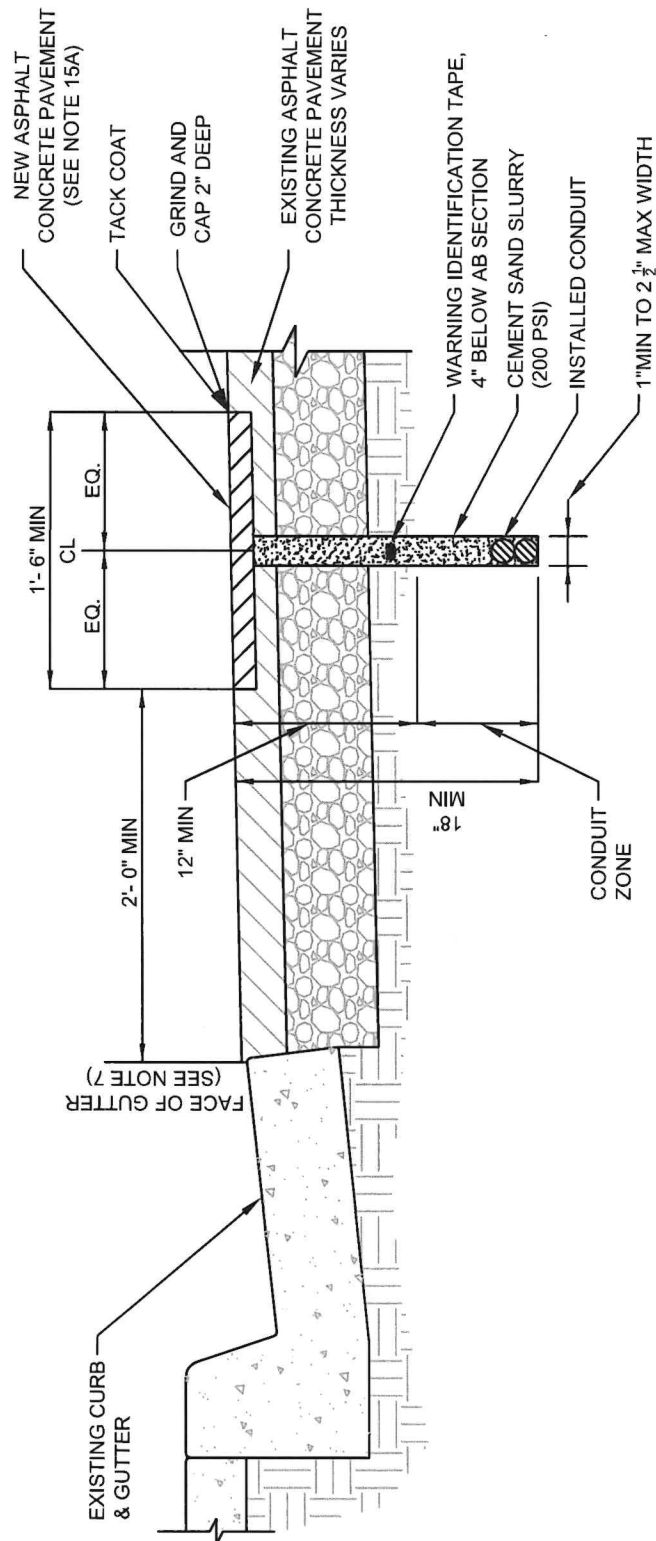
DRAWING NAME:
723.DWG

723



CITY OF RIVERBANK ROCK WELL/VERTICAL DRAIN SHALL HAVE A $\pm 50'$, 8" C900 DR-14 PVC PERFORATED CORE PIPE. THE PERFORATIONS SHALL BE $\frac{1}{2}$ " DIAMETER HOLES, AT 90°. THERE SHALL BE 4 ROWS OF PERFORATIONS VERTICALLY AT 6" O.C. AND 6" FROM EITHER END. CORE PIPES SHALL BE INSTALLED BELL END UP.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			ROCK WELL/VERTICAL DRAIN CORE PIPE	
 CITY ENGINEER - WILLIAM F. KULL				
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO. 724
REVISIONS: NONE	SECTION: STORM	DRAWING NAME: 723.DWG		



TYPICAL MICRO-TRENCH SECTION

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

MICRO-TRENCHING SECTION DETAIL

DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS
REVISIONS: NONE	SECTION: UTILITIES	DRAWING NAME: 1008.DWG

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

1008

NOTES:

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF RIVERBANK SPECIFICATIONS AND THE MOST CURRENT CALTRANS SPECIFICATIONS.

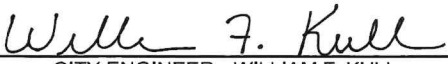
GENERAL

1. MICRO-TRENCHING SHALL ONLY BE USED TO INSTALL TELECOMMUNICATION CONDUITS.
2. MICRO-TRENCHING SHALL NOT BE ALLOWED IN CONCRETE PAVED STREETS, NOR SIDEWALKS, PARKWAYS, CURBS, AND GUTTERS.
3. THE CONTRACTOR SHALL IDENTIFY ALL EXISTING UTILITIES, INCLUDING SERVICE CONNECTIONS IN THE FIELD. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT LEAST 48 HOURS PRIOR TO START OF THE WORK. THE CONTRACTOR SHALL FURTHER SUPPLEMENT THE FINDINGS OF U.S.A. TO DETERMINE THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES BY USING A MOBILE GROUND PENETRATING RADAR SYSTEM. THE CONTRACTOR SHALL POTHOLE ALL CROSSING UTILITIES AND PARALLEL UTILITIES WITHIN 24-INCHES OF THE PROPOSED ALIGNMENT TO A DEPTH OF 6-INCHES BELOW THE BOTTOM OF THE MICRO-TRENCH, TO DETERMINE THE EXISTING UTILITY ALIGNMENT AND ELEVATION. POTHOLES SHALL BE IMMEDIATELY BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS OR RESTORED AS DIRECTED THE THE CITY INSPECTOR OR ENGINEER.
4. IF EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY INSPECTOR, ENGINEER AND UTILITY OWNER TO PERFORM THE REPAIRS PROMPTLY ACCORDING TO THEIR REQUIREMENTS AND PER ASSOCIATED CITY PERMITS.
5. THE FOLLOWING ITEMS SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER FOR APPROVAL:
 - 5.1. PROVIDE A DETAILED SITE PLAN THAT SHALL INCLUDE THE DISTANCES OF MICRO-TRENCH AND EDGES OF GRIND AND CAP.
 - 5.2. A TYPICAL MICRO-TRENCH DETAIL THAT INCLUDES THE FOLLOWING INFORMATION:
 - 5.2.1. THE MAXIMUM ASPHALT CONCRETE (AC) ROADWAY THICKNESS BASE, DEPTH AND WIDTH OF MICRO-TRENCH, DEPTH OF TOPMOST CONDUIT, AND BACKFILL MATERIAL.
 - 5.2.2. AC REINSTATEMENT INCLUDING WIDTH AND DEPTH OF GRIND AND CAP.
 - 5.2.3. DETECTABLE WARNING TAPE.
 - 5.3. DETAIL SHOWING CONDUIT FROM MAIN MICRO-TRENCH ALIGNMENT TO LATERAL SURFACE CONNECTIONS INCLUDING TO ANY JUNCTION/PULL BOX. INCLUDE SPECIFIC INFORMATION OF DEPTH, SIZE, AND METHOD OF EXCAVATION BELOW EXISTING CURB AND GUTTER.
 - 5.4. CUT SHEETS OF THE PROPOSED EQUIPMENT PARTICULARLY SUITABLE FOR MICRO-TRENCHING, INCLUDING:
 - 5.4.1. MICRO-TRENCHER CAPABLE OF MEETING TARGET DEPTH AND WIDTH IN A SINGLE PASS WITH AN INTEGRAL HOOD AND ASSOCIATED VACUUM SYSTEM. SELECTION OF CUTTING WHEEL SHALL BE SUCH THAT IT MINIMIZED DAMAGE TO THE ADJACENT AC SURFACE.
 - 5.4.2. MOBILE CONCRETE/SLURRY PLACEMENT WITH AN ON-BOARD VIBRATOR AND NARROW TROUGH TO MATCH MICRO-TRENCH WIDTH.
 - 5.4.3. MOBILE GROUND PENETRATING RADAR SYSTEM THAT IS CAPABLE OF LOCATING BOTH METALLIC AND NON-METALLIC PIPES AND CABLES TO A DEPTH OF 24-INCHES.
 - 5.5. OTHER SITE SPECIFIC ITEMS AS REQUIRED BY THE CITY INSPECTOR OR ENGINEER.

LIMITS OF REMOVALS, TRENCH WIDTH, AND LOCATIONS

6. THE MICRO-TRENCH SHALL BE CONSTRUCTED WITH CONTINUOUS UNIFORM STRAIGHT AND NEAT EDGES.
7. MICRO-TRENCH ALIGNMENTS SHALL CONSIST OF RUNS PARALLEL TO THE CENTERLINE OF THE STREET. STREET CROSSING MAY BE DONE PROVIDED THE ALIGNMENT IS PERPENDICULAR TO THE STREET CENTERLINE TO THE EXTENT POSSIBLE.
8. THE EDGE OF THE MICRO-TRENCH SHALL BE A MINIMUM OF 36-INCHES FROM THE EXISTING FACE OF THE GUTTER, EXISTING CONCRETE STRUCTURE, OR CURB IF GUTTER IS NOT PRESENT.
9. THE MICRO-TRENCH WIDTH SHALL BE A MINIMUM OF 1-INCH AND A MAXIMUM OF 2 $\frac{1}{2}$ -INCHES.
10. MICRO-TRENCHING MAY BE PERMITTED UPON THE ENGINEER'S DISCRETION ON SPECIAL PAVEMENTS SUCH AS DECORATIVE ASPHALT PAVING AND THROUGH EXISTING IMPROVEMENTS SUCH AS PERPENDICULAR TO SPEED BUMPS. SPECIAL PAVEMENTS AND EXISTING IMPROVEMENTS SHALL BE RESTORED IN KIND AS APPROVED BY THE ENGINEER. HOWEVER, MICRO-TRENCHING THROUGH EXISTING CURB, GUTTER, CROSS GUTTER, BUS PAD, SIDEWALK, FLOATING CURB EXTENSION, BUS BULB, TRUCK PILLOW, RAISED CROSSWALK, ISLAND, MINI-ROUNDBOUT, OR SIMILAR ELEMENTS IS NOT PERMITTED.
11. UP TO THREE (3) VERTICALLY STACKED CONDUITS CAN BE PLACED WITHIN A MICRO-TRENCH.
12. THE CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF 12-INCHES BELOW THE EXISTING AC PAVEMENT SURFACE, AT LEAST 4-INCH BELOW THE BOTTOM OF THE AB SECTION, AND THE BOTTOM OF THE MICRO-TRENCH SHALL BE AT A MINIMUM DEPTH OF 18-INCHES BELOW THE EXISTING AC PAVEMENT SURFACE.

(CONTINUED)

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			MICRO-TRENCHING NOTES (1)	
 CITY ENGINEER - WILLIAM F. KULL				
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO. 1009
REVISIONS: NONE	SECTION: UTILITIES	DRAWING NAME: 1008.DWG		

(CONTINUED)

13. ANCHORS/SPACERS SHALL BE PLACED AT A MAXIMUM OF 10-FEET APART ALONG THE ALIGNMENT TO ENSURE THE CONDUIT DOES NOT RISE FROM THE BOTTOM OF THE MICRO-TRENCH AND DOES NOT TOUCH THE WALLS OF THE MICRO-TRENCH DURING INSTALLATION.

BACKFILL

14. ALL MICRO-TRENCHES SHALL BE COMPLETELY BACKFILLED WITH A CEMENT SAND SLURRY 200 PSI TO FINISH GRADE BY THE END OF THE WORK DAY.

GRIND AND RESURFACE SECTION

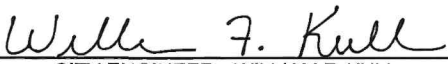
15. COMMENCEMENT OF SURFACE PREPARATION SUCH AS GRINDING/CHIPPING FOR ASPHALT CONCRETE PAVING REPLACEMENT WILL OCCUR NO SOONER THAN 48 HOURS AFTER SLURRY BACKFILL OF TRENCH. FIELD CONDITIONS OR MATERIAL USED MAY NECESSITATE A LONGER WAIT AS DETERMINED BY THE INSPECTOR.
16. AS SOON AS BACKFILL HAS CURED, NOT TO EXCEED 30 CALENDAR DAYS, ASPHALT CONCRETE SHALL BE GROUND AND CAPPED AS FOLLOWS:
- 16.1 EXISTING AC AND SLURRY BACKFILL SHALL BE GROUND DOWN 2-INCHES, FOR A WIDTH OF 18-INCHES BUT TO LESS THAN 6-INCHES FROM BOTH EDGES OF THE MICRO-TRENCH AND RESURFACED WITH ASPHALT AND BINDER GRADE PER CALTRANS SPECIFICATIONS. WHEN THE CAP LIMIT IS WITHIN 3-FEET OR LESS FROM THE GUTTER FACE, CURB SLAB OR STRUCTURE, THE CAP LIMIT SHALL EXTEND TO THAT ITEM.
- 16.2 TACK COAT ALL EDGES WITH EITHER SS-1H EMULSIFIED ASPHALT OR PG-64-10 PAVING ASPHALT IMMEDIATELY BEFORE THE ADJOINING ASPHALT CONCRETE IS PLACED.
- 16.3 WHERE ANGULAR CROSSING OR ANY LENGTH-WISE CUTS OF A BIKE LANE OCCUR BY MICRO-TRENCHING, THE CAPPING LIMITS SHALL EXTEND THE FULL WIDTH OF THE BIKE LANE. PERPENDICULAR CROSSINGS MAY RECEIVE TYPICAL CAPPING WIDTH PER NOTE 16.1. PAVEMENT MARKING SHALL BE RESTORED IN KIND, WHERE NO BIKE LANE MARKINGS EXIST, CONTRACTOR SHALL CONSULT WITH CITY INSPECTOR OR ENGINEER TO DETERMINE LOCATION OF ANY PLANNED BIKE LANES SO THAT IMPACT OF PAVEMENT SURFACE MAY BE AVOIDED.
- 16.4 PAVEMENT SHALL BE LEVEL WITH ADJACENT ROADWAY ELEVATIONS AND SHALL PROVIDE A SMOOTH SURFACE AND SUBJECT TO ACCEPTANCE BY THE INSPECTOR.

VAULTS AND SERVICE CONNECTIONS

17. CONNECTION TO SERVICE LATERALS, JUNCTION BOXES, ETC., SHALL BE DONE SUCH THAT CURB AND GUTTER IS NOT DISTURBED, SETTLED OR DAMAGED. REMOVAL LIMITS OF SIDEWALK SHALL FOLLOW APPLICABLE STANDARDS AND REQUIREMENTS AS APPROVED BY THE CITY INSPECTOR OR ENGINEER.
18. THE USE OF HYDRO-JETTING IS NOT PERMITTED. TRENCHLESS METHODS SHALL NOT CREATE A VOID TWO TIMES GREATER THAN CONDUIT, VOID SHALL BE COMPACTED AND BACKFILLED WITH APPROVED CONTROLLED LOW-STRENGTH MATERIAL (CLSM).

IDENTIFICATION

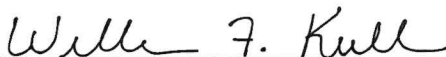
19. EACH MICRO-TRENCH SHALL BE IDENTIFIED WITH A METAL IDENTIFICATION TAG LISTING THE OWNER YEAR OF CONSTRUCTION AND INCLUDE THE WORDS "NOT A SURVEY POINT". IF THE WORK IS MORE THAN 50 FEET IN LENGTH, PLACE THE TAG NEAR EACH END OF THE MICRO-TRENCH AND AT INTERVALS NOT TO EXCEED 50 FEET.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			MICRO-TRENCHING NOTES (2)	
 CITY ENGINEER - WILLIAM F. KULL				
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO. 1010
REVISIONS: NONE	SECTION: UTILITIES	DRAWING NAME: 1010.DWG		

EXCAVATION WORK IN PUBLIC RIGHT-OF-WAY

GENERAL NOTES FOR STREET RESTORATION

1. NO PLANNED WORK SHALL BE EXECUTED IN ANY PART OF THE PUBLIC RIGHT-OF-WAY FOR THE INSTALLATION, REPAIR, OR REMOVAL OF ANY FACILITY, OR FOR ANY OTHER PURPOSE, WITHOUT FIRST OBTAINING A WRITTEN PERMIT IN ACCORDANCE WITH THE CITY OF RIVERBANK PERMIT ORDINANCE.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE "CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS", CITY OF RIVERBANK STANDARD DETAILS AND, SPECIAL PROVISIONS.
3. THE CITY HAS THE AUTHORITY TO APPROVE OR REJECT THE PLACEMENT AND ALIGNMENT OF UTILITY LINES IN THE PUBLIC RIGHT-OF-WAY TO AVOID OTHER UTILITIES OR OTHERWISE MANAGE THE PUBLIC RIGHT OF WAY, THE SCOPE OF STREET RESTORATION, AND THE LOCATION OF ABOVE GRADE INFRASTRUCTURE.
4. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT AVOIDABLE DAMAGE TO IMPROVEMENTS IN PUBLIC RIGHT-OF-WAY. IF THE CONTRACTOR DAMAGES THE PUBLIC RIGHT-OF-WAY OUTSIDE THE PLANNED LIMITS OF CONSTRUCTION, THE CITY WILL MARK THE REQUIRED LIMITS OF REMOVAL AND REPLACEMENT.
5. DIAGONAL TRENCHING ON ASPHALT CONCRETE IS NOT PERMITTED. THE PUBLIC WORKS INSPECTOR MAY ALLOW EXCEPTIONS ASPHALT CONCRETE BASED ON THE SPECIFIC CIRCUMSTANCES OBSERVED IN THE FIELD BUT WILL REQUIRE MORE EXTENSIVE/LARGER ASPHALT RESTORATION TO SQUARE THE AREA IN THE DIRECTION OF TRAVEL (I.E.DRIVE LANE OVERLAY).
6. THE CONTRACTOR SHALL PERFORM WORK IN COOPERATION WITH THE OTHER UTILITIES, INCLUDING BUT NOT LIMITED TO CONSIDERATION OF JOINT TRENCHING.
7. IN OPEN CUT AND/OR PIT AND BORE CONSTRUCTION, ALL EXISTING UNDERGROUND UTILITIES, INCLUDING SERVICE LATERALS WITHIN TWO (2) FEET OF THE EXCAVATION WORK, SHALL BE MARKED, POTHOLED, AND EXPOSED TO DETERMINE TYPE, ALIGNMENT, OFFSET DISTANCE, AND DEPTH.
8. THE CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES THAT ARE IMPACTED AND SHALL SUBMIT FOR REVIEW AND APPROVAL TO THE PUBLIC WORKS INSPECTOR THE METHOD OF PROTECTING THE UTILITIES. HAND DIGGING IS REQUIRED WHEN CROSSING EXISTING UTILITIES.
9. BORING IS THE PREFERRED METHOD WHEN EXCAVATION WILL PASS THROUGH A CROSS GUTTER, DRIVEWAY APPROACH, ALLEY, APPROACH, OR BUS LANES AND BUS PADS. IF BORING IS NOT POSSIBLE, THE PUBLIC WORKS INSPECTOR WILL DETERMINE HOW THE AREA IS TO BE RESTORED.
10. WHERE POSSIBLE, UNDERGROUND CROSSING OF STREETS WILL BE INSTALLED BY BORING. SOME UTILITIES DUE TO THEIR STANDARDS WILL HAVE ALTERNATE METHODS OF INSTALLING.
11. EXCEPT IN AN EMERGENCY, THERE SHALL BE NO EXCAVATION IN STREETS OVERLAID OR RECONSTRUCTED BY THE CITY WITHIN THE PRECEDING FOUR (4) YEARS.
12. EXCEPT IN AN EMERGENCY, THERE SHALL BE NO EXCAVATION IN STREETS SLURRY SEALED BY THE CITY WITHIN THE PRECEDING TWO (2) YEARS. WHERE EXCAVATION IS NECESSARY OR APPROVED TO OCCUR IN A NEWLY SLURRY SEALED STREET, THE RESTORATION AFTER THE TRENCH PAVING SHALL INCLUDE SLURRY SEALING TWENTY FEET BEYOND THE LIMITS OF ALL TRENCHING OR CONSTRUCTION DAMAGE. PLEASE NOTE, THIS MAY NOT BE THE ONLY CONDITION UPON WHICH THE CITY MAY REQUIRE SLURRY SEAL TO PROPERLY RESTORE THE STREET.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			EXCAVATION WORK IN PUBLIC RIGHT-OF-WAY (1)	
 CITY ENGINEER - WILLIAM F. KULL				
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO. 1011
REVISIONS: NONE	SECTION: UTILITIES	DRAWING NAME: 1011.DWG		

EXCAVATION WORK IN PUBLIC RIGHT-OF-WAY GENERAL NOTES FOR STREET RESTORATION

(CONTINUED)

13. PUBLIC RIGHT-OF-WAY RESTORATION ****

	TRENCH PERPENDICULAR TO THE PATH OF TRAVEL	TRENCH PARALLEL TO THE PATH OF TRAVEL*	POTHOLE OR OTHER INDIVIDUAL CUT	MULTIPLE CUTS
ARTERIAL / COLLECTOR STREET	T-CUT TRENCH 12" EITHER SIDE OF CUT AND OVERLAY WITH ASPHALT PER DETAIL 1015 DETAIL 1016	COLD PLANE 10' CENTERED ON TRENCH/DRIVE LANE AND 10' BEFORE AND AFTER TRENCH ** OVERLAY WITH MATCHING ASPHALT *** DETAIL 1015	T-CUT 12" ON ALL SIDES OF POTHOLE AND OVERLAY WITH ASPHALT PER DETAIL 1015	PER THE DIRECTION OF PUBLIC WORKS INSPECTOR. E.G. EXCESSIVE BORE PITS MAY RESULT IN COLD PLANE 10' REQUIREMENT OR SLURRY SEAL DETAIL 1014
LOCAL STREET / ALLEY	T-CUT 12" EITHER SIDE OF CUT AND OVERLAY WITH ASPHALT PER DETAIL 1015 DETAIL 1016	COLD PLANE 5' CENTERED ON TRENCH AND 5' BEFORE AND AFTER TRENCH ** OVERLAY WITH MATCHING ASPHALT *** DETAIL 1015	T-CUT 12" ON ALL SIDES OF POTHOLE AND OVERLAY WITH ASPHALT PER DETAIL 1015	PER THE DIRECTION OF THE PUBLIC WORKS INSPECTOR DETAIL 1014
NEWLY PAVED STREET OR ALLEY (WITHIN 4 YEARS OF LAST OVERLAY)	COLD PLANE 10' CENTERED ON TRENCH AND 10' BEFORE AND AFTER TRENCH ** OVERLAY WITH MATCHING ASPHALT *** DETAIL 1015	COLD PLANE THE FULL LANE WIDTH FOR ALL IMPACTED LANES WITH END TRANSITION ** OVERLAY WITH MATCHING ASPHALT *** DETAIL 1015	COLD PLANE THE FULL LANE WIDTH FOR ALL IMPACTED LANES WITH END TRANSITIONS ** OVERLAY WITH MATCHING ASPHALT ***	PER THE DIRECTION OF THE PUBLIC WORKS INSPECTOR. E.G. EXCESSIVE BORE PITS MAY RESULT IN COLD PLANE 10' REQUIREMENTS
NEW SLURRY SEALED STREET OR ALLEY (WITHIN 2 YEARS OF LAST SLURRY SEAL)	CRACK AND SLURRY SEAL A MINIMUM OF 20' BEYOND THE LIMITS OF ALL TRENCHING OR CONSTRUCTION DAMAGE	CRACK AND SLURRY SEAL THE FULL LANE WIDTH FOR ALL IMPACTED LANES OR AS REQUIRED FOR RE-STRIPING LINES AND MARKINGS	CRACK AND SLURRY SEAL THE FULL LANE WIDTH FOR ALL IMPACTED LANES OR AS REQUIRED FOR RE-STRIPING LINES AND MARKINGS DETAIL 1015	CRACK AND SLURRY SEAL THE FULL LANE WIDTH FOR ALL IMPACTED LANES OR AS REQUIRED FOR RE-STRIPING LINES AND MARKINGS

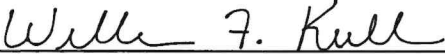
* ALL TRENCHES MUST BE T-CUT 12" EITHER SIDE OF THE TRENCH, TO INCLUDE PARKING LANE.

** TOTAL DISTANCE OF THE TRANSITIONS WILL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR.

*** OVERLAY ASPHALT THICKNESS SHALL BE A MINIMUM OF THREE TIMES THE NOMINAL AGGREGATE SIZE.

**** EXCAVATIONS SHALL COMPLY WITH TRENCH AND POTHOLE REQUIREMENTS FOR RESPECTIVE STREET TYPE.

PLEASE NOTE THAT THIS TABLE IS PART OF THE CITY OF RIVERBANK PUBLIC WORKS CONSTRUCTION STANDARD DETAILS. THE CITY MAY REQUIRE ADDITIONAL PUBLIC RIGHT-OF-WAY RESTORATION AS PART OF THE CONDITION OF APPROVAL ASSOCIATED WITH A DISCRETIONARY LAND USE APPROVAL.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			EXCAVATION WORK IN PUBLIC RIGHT-OF-WAY (2)	
 CITY ENGINEER - WILLIAM F. KULL				
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO. 1012
REVISIONS: NONE	SECTION: UTILITIES	DRAWING NAME: 1012.DWG		

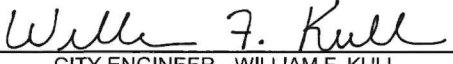
(CONTINUED)

14. WHEN ASPHALT STREETS AND ALLEYS ARE CUT WITHIN THREE FEET OF A CURB, GUTTER, OR PAVEMENT COLD JOINT, THE CONTRACTOR SHALL REMOVE THE FULL THICKNESS OF THE REMAINING PAVEMENT SLIVER OR GRIND AND OVERLAY THIS AREA.
15. WHEN ASPHALT STREETS ARE CUT WITHIN STRIPED BICYCLE LANES, THE ENTIRE BICYCLE LANE WITH SHALL BE RESTORED WITHOUT ANY JOINTS IN THE LANE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY DAMAGED TRAFFIC SIGNAL LOOPS, TRAFFIC STRIPING, AND STREET MARKINGS AT NO EXPENSE TO THE CITY.
17. SURVEY MONUMENTS, SURVEY NAILS AND TAGS, BENCHMARKS, AND THE LIKE THAT ARE DAMAGED, REMOVED, OR DISTURBED SHALL BE REPLACED AT THE SAME LOCATION WITH A SIMILAR MARKER BY A LICENSED LAND SURVEYOR UNDER CONTRACT TO THE PERMITTEE AND AT NO EXPENSE TO THE CITY. COPIES OF THE RESET DOCUMENTS (CALLED "CORNER RECORD") WILL BE PRESENTED TO THE PUBIC WORKS INSPECTOR AS PART OF THE FINAL INSPECTION AND MUST BE FILED WITH THE COUNTY OF STANISLAUS.

COLD PLANE & OVERLAY LIMITS

WITHIN 30 CALENDAR DAYS AFTER BACKFILLING, ASPHALT CONCRETE SHALL BE COLD PLANED AND OVERLAID/RESURFACED AS FOLLOWS:

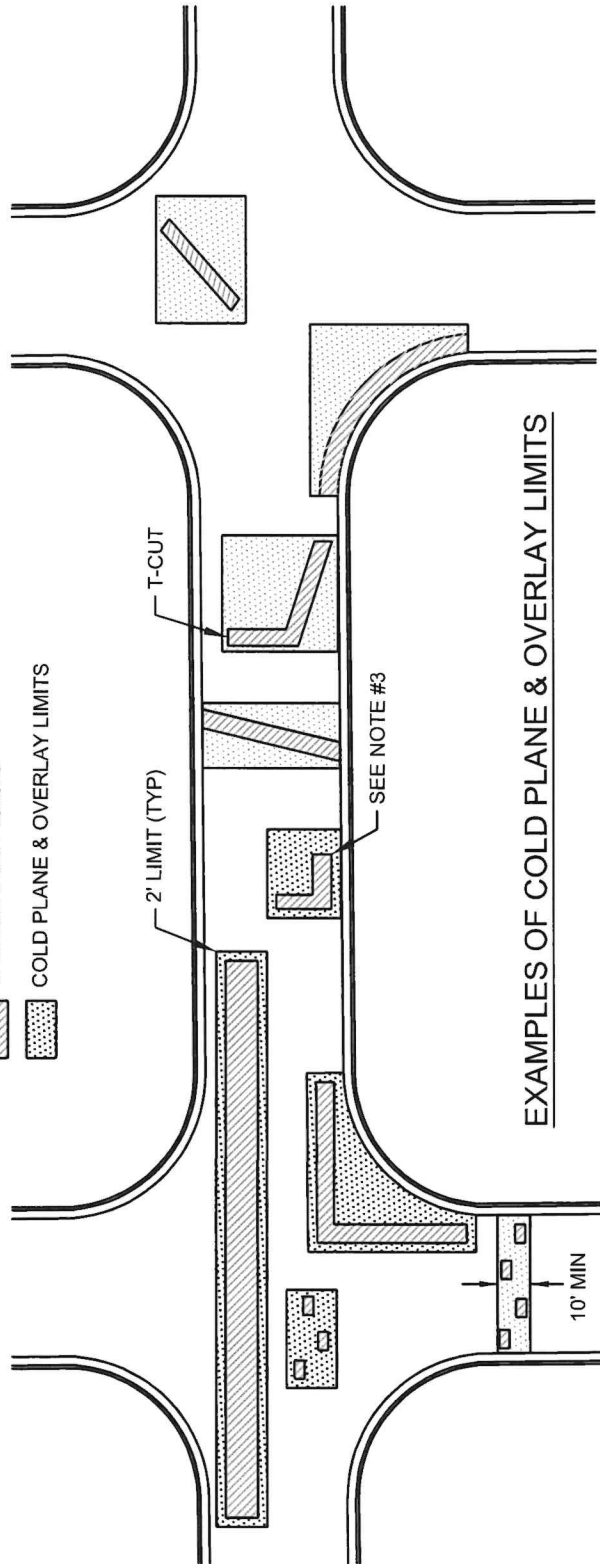
18. EXISTING ASPHALT CONCRETE SHALL BE GROUND DOWN 2 INCHES, OR ONE-HALF THE EXISTING PAVEMENT THICKNESS WHICHEVER IS LESS, TO THE LIMITS SPECIFIED IN DRAWING NO. 1012.
19. WHERE POSSIBLE, COLD PLANE & OVERLAY SHALL BE PER EXAMPLES SHOWN ON DETAILS No. 1015 & 1016.
20. COLD PLANE & OVERLAY LIMITS SHALL EXTEND AT LEAST 2 FEET BEYOND THE TRENCH "T-CUT" LIMITS MINIMUM DIMENSIONS SHALL BE 5 FEET X 5 FEET.
21. "T-CUT" AND CORRESPONDING OVERLAY (AS APPLICABLE) IS REQUIRED FOR ALL EXCAVATIONS WITH A SURFACE AREA OF 2 SQUARE FEET OR GREATER.
22. IMPACTED BIKE LANES - COLD PLANE AND OVERLAY LIMITS SHALL FULLY ENCOMPASS ANY BIKE LANE IMPACTED BY THE TRENCH, AND SHALL HAVE A LENGTH THAT EXTENDS AT LEAST 2 FEET BEYOND THE ASPHALT REMOVAL LIMITS IN THE DIRECTION OF BIKE TRAFFIC.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS			EXCAVATION WORK IN PUBLIC RIGHT-OF-WAY (3)	
 CITY ENGINEER - WILLIAM F. KULL				
DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS	ADOPTED BY THE CITY COUNCIL:	DRAWING NO. 1013
REVISIONS: NONE	SECTION: UTILITIES	DRAWING NAME: 1013.DWG		

LEGEND

TRENCH T-CUT LIMITS

COLD PLANE & OVERLAY LIMITS



EXAMPLES OF COLD PLANE & OVERLAY LIMITS

NOTES:

1. WIDTH AND ANGEL OF THE TRENCH "T" CAN VARY DUE TO SITE CONDITIONS; EXACT WIDTH SHALL BE DETERMINED BY THE ENGINEER OR CITY INSPECTOR.
2. COLD PLANE & OVERLAY LIMITS SHALL BE SQUARE TO THE CURB FACE AND ROADWAY AND EXTEND A MINIMUM OF 2 FEET BEYOND THE "T-CUT" LIMITS.
3. PER DETAIL 1013, LINE 14; WHEN CUTTING WITHIN 3' OF A CURB, GUTTER OR PAVEMENT COLD JOINT.
4. NO JOINTS WILL BE LOCATED WITHIN THE WHEEL PATH OF VEHICULAR TRAFFIC.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

EXCAVATION WORK IN PUBLIC RIGHT-OF-WAY (4)

DRAWN BY:
GK

DATE:
2/11/2025

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

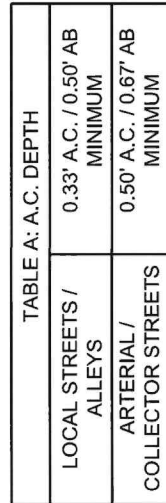
DRAWING NO.

REVISIONS:
NONE

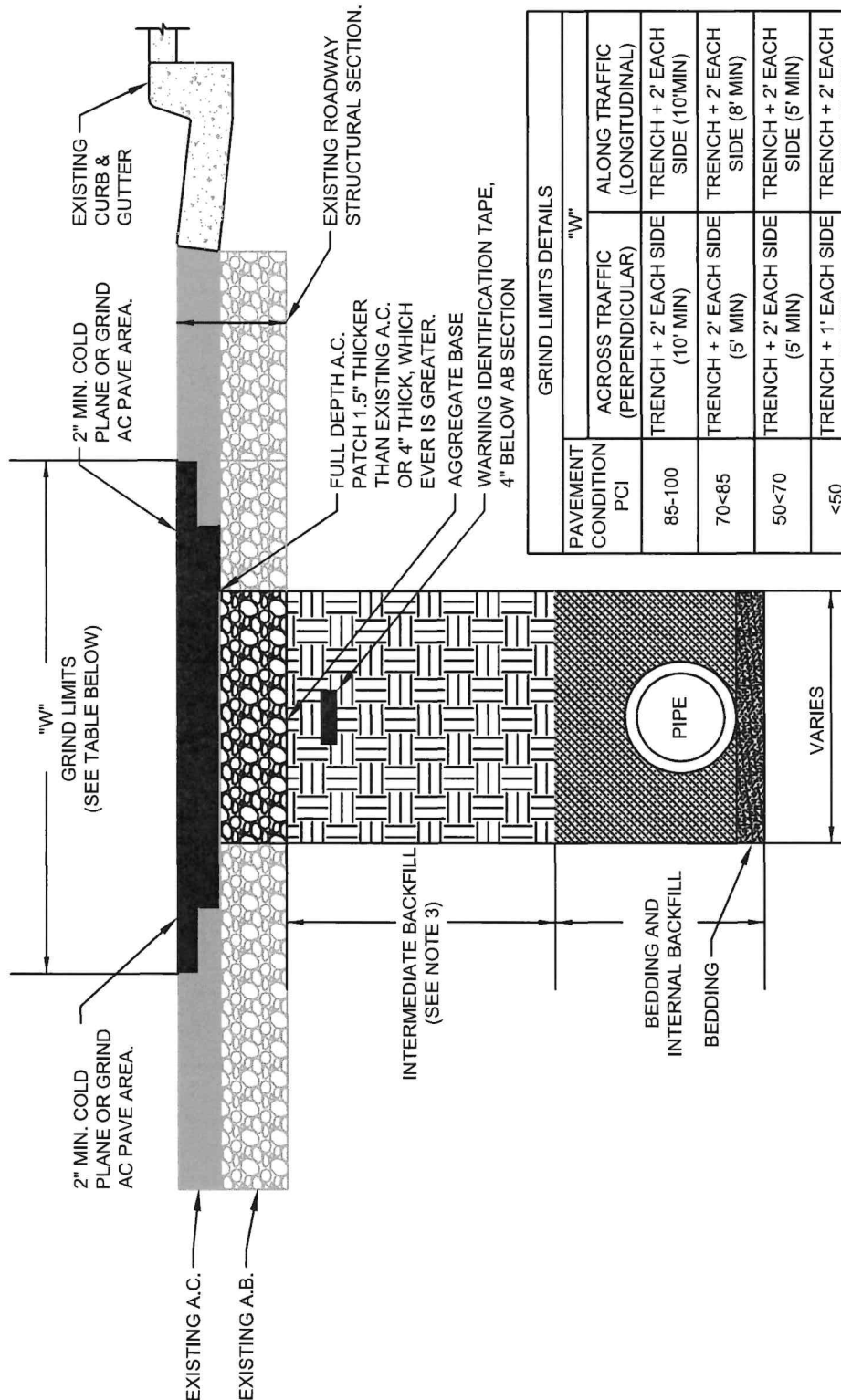
SECTION:
UTILITIES

DRAWING NAME:
1014.DWG

1014



1015



PAVEMENT CONDITION PCI	GRIND LIMITS DETAILS "W"			
	ACROSS TRAFFIC (PERPENDICULAR)	ALONG TRAFFIC (LONGITUDINAL)		
85-100	TRENCH + 2' EACH SIDE (10' MIN)	TRENCH + 2' EACH SIDE (10' MIN)		
70<85	TRENCH + 2' EACH SIDE (5' MIN)	TRENCH + 2' EACH SIDE (8' MIN)		
50<70	TRENCH + 2' EACH SIDE (5' MIN)	TRENCH + 2' EACH SIDE (5' MIN)		
<50	TRENCH + 1' EACH SIDE (5' MIN)	TRENCH + 2' EACH SIDE (4' MIN)		

NOTES:

1. GRINDING / PAVEMENT JOINT SHALL BE LOCATED ALONG GUTTER LINES, LANE LINES, OR CENTER OF LANES AND SHALL NOT BE PLACED IN WHEEL LINES.
2. ENTIRE BIKE LANE SHALL BE RE-PAVED WHEN TRENCHING OCCURS IN BIKE LANE AREA.
3. INTERMEDIATE BACKFILL MATERIALS SHALL BE PER ENGINEER OR CITY INSPECTOR APPROVAL.
4. ADDITIONAL PAVEMENT REMOVAL: TO LANE STRIPE, LIP OF GUTTER, CURB, EXISTING PAVEMENT PATCH, OR TO AN EXISTING STREET FEATURE THAT IS WITHIN 3 FEET OF PROPOSED SAW CUT.
5. PCI OF ROADWAY SHALL BE BASED ON THE CITY OF RIVERBANK DATA BASE AND CAN BE REQUESTED FROM THE CITY INSPECTOR.

CITY OF RIVERBANK DEPARTMENT OF PUBLIC WORKS

William F. Kull

CITY ENGINEER - WILLIAM F. KULL

TRENCH BACKFILLING AND RESURFACING

DRAWN BY: GK	DATE: 2/11/2025	SCALE: NTS
REVISIONS: NONE	SECTION: UTILITIES	DRAWING NAME: 1016.DWG

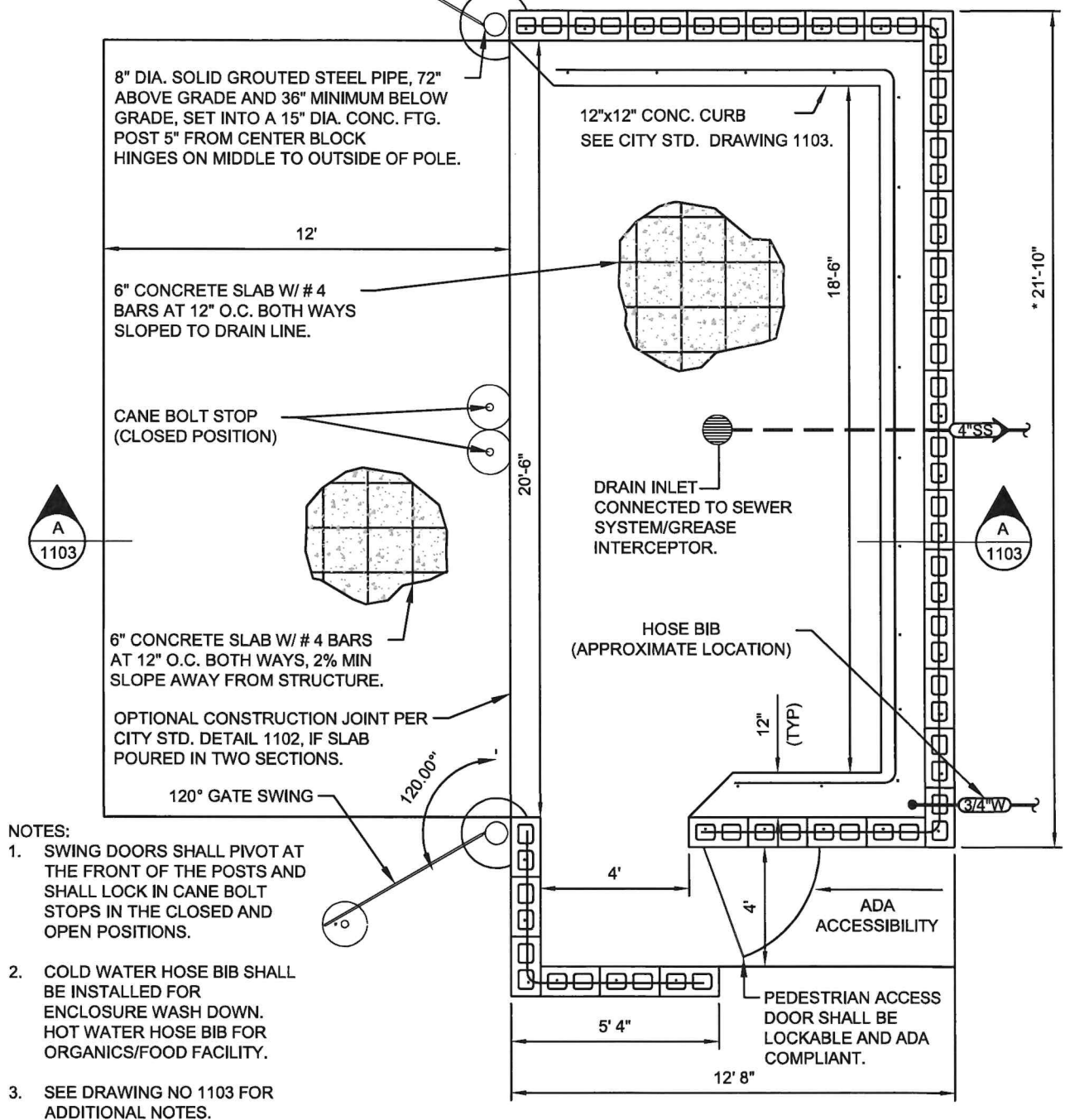
ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

1016

* FINAL WIDTH OF STRUCTURE SHALL BE CONFIRMED WITH GILTON SOLID WASTE MANAGEMENT AND CONFORM TO SB1383 REQUIREMENTS.

CANE BOLT STOP (OPEN POSITION)
SEE DRAWING 1103 FOR DETAIL.



**CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS**

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

DRAWN BY:
NWP

DATE:
2/11/2025

SCALE:
NTS

REVISIONS:
NONE

SECTION:
TRASH

DRAWING NAME:
1101.DWG

**DUAL REFUSE &
ORGANIC BIN
ENCLOSURE**

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

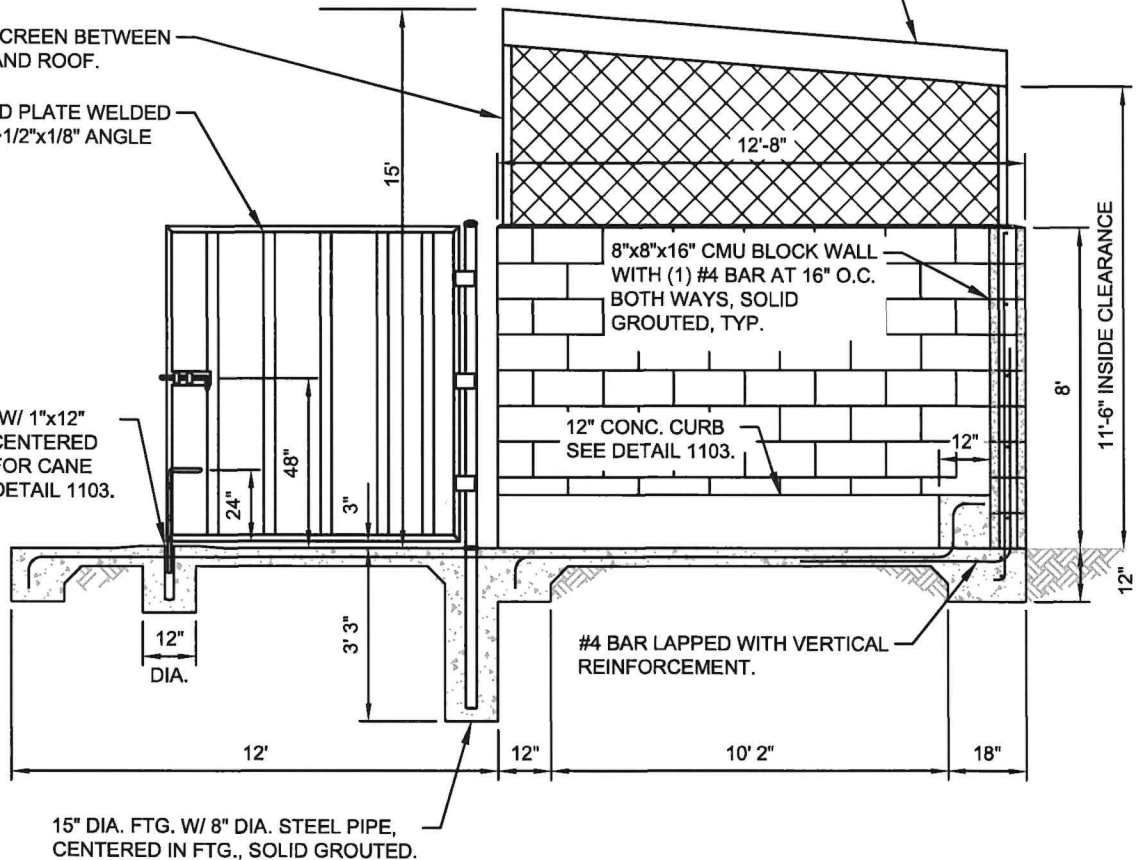
1101

ATTACHED CORRUGATED METAL ROOFING TO STEEL TUBE FRAME PER MANUFACTURE SPECS. ROOF SLOPE AT $\frac{1}{2}$ " : 12" SLOPE TO REAR OF STRUCTURE. 2"x4"x $\frac{1}{4}$ " TUBE STEEL FRAME AROUND EDGE OF CORRUGATED METAL ROOF. TUBE STEEL COLUMNS WELDED ON 5"x5"x $\frac{1}{4}$ " STEEL BASE PLATE. SECURE BASE PLATES TO CONCRETE BLOCK WITH (4) $\frac{1}{2}$ " $\varnothing$ x8" LONG A.B. IN GROUTED CELLS.

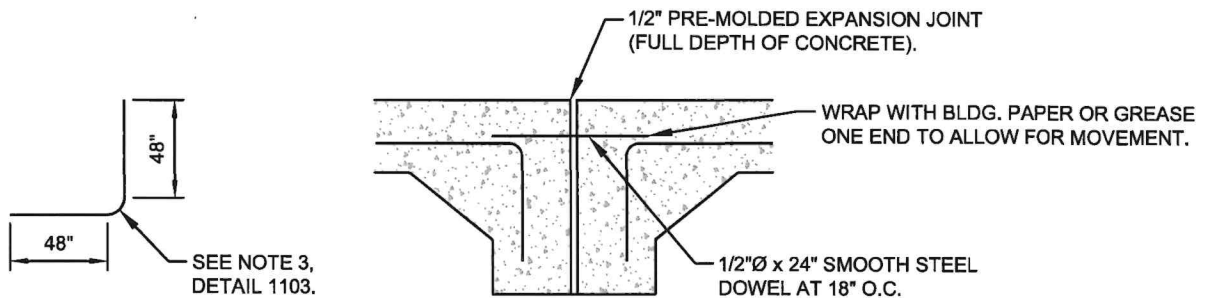
SECURITY SCREEN BETWEEN CMU WALL AND ROOF.

CORRUGATED PLATE WELDED TO 2- $\frac{1}{2}$ "x 2- $\frac{1}{2}$ "x1/8" ANGLE IRON FRAME.

12" DIA. FTG. W/ 1"x12" STEEL PIPE CENTERED IN FOOTING FOR CANE BOLTS, SEE DETAIL 1103.



SECTION A-A



DOWELING DETAIL

SEE DRAWING DETAIL No.1103 FOR ADDITIONAL INFORMATION.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

**DUAL REFUSE &
ORGANIC BIN
ENCLOSURE DETAILS**

DRAWN BY:
NWP

DATE:
2/11/2025

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

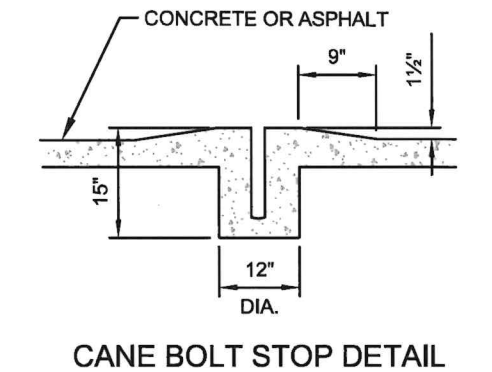
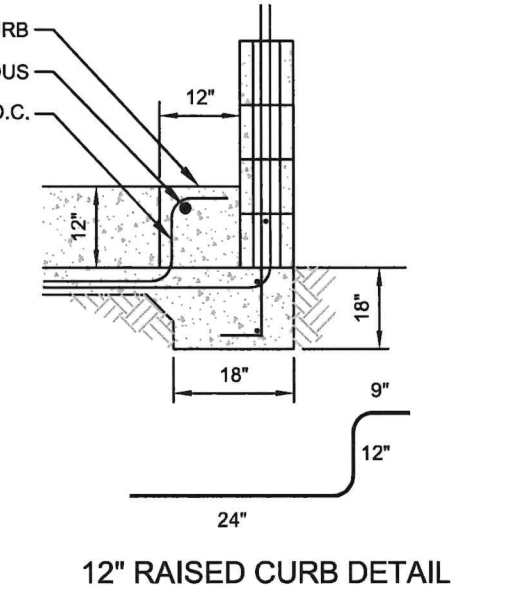
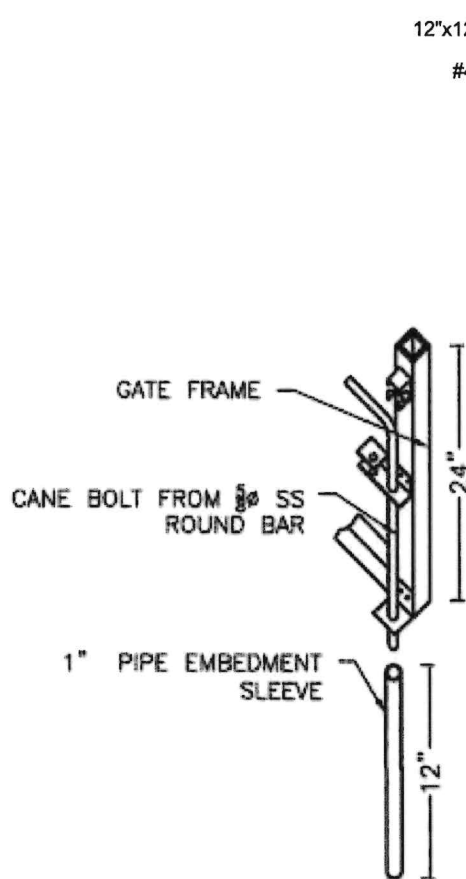
DRAWING NO.

REVISIONS:
NONE

SECTION:
TRASH

DRAWING NAME:
1102.DWG

1102



NOTES:

1. LAP ALL STEEL SPLICES 12" MIN.
2. MAINTAIN 3" CLEARANCE WHEN REBAR IS USED FOR REINFORCING CONC.
3. PROVIDE 3" INSIDE RADIUS BEND FOR #4 REBAR.
4. SEE CITY STANDARD 1101 AND 1102 FOR DETAILS NOT SHOWN.
5. INSTALL DRAIN INLET AND GRADE TO CENTER OF PAD. 2% MIN SLOPE .
6. EACH ENCLOSURE TO HAVE HOSE BIB AND SPRINKLER SYSTEM INSTALLED AS REQUIRED.
7. MUST INCLUDE ROOF PER DETAIL 1102.
8. SIDING AND ROOFING MATERIAL TO MATCH BUILDING.
9. ARCHITECTURAL SUBMITTAL REQUIRED FOR EACH PROJECT.
10. DOORS SHALL NOT SWING INTO TRAVEL WAY.
11. COLD OR HOT WATER TAPS SHALL BE INSTALLED PER STANISLAUS COUNTY ENVIRONMENTAL RESOURCES REQUIREMENT.
12. ALL METAL FITTINGS FOR THE CANE STOP BOLT SHALL HAVE A GALVANIZED COATING.

CITY OF RIVERBANK
DEPARTMENT OF PUBLIC WORKS

William F. Kull
CITY ENGINEER - WILLIAM F. KULL

DUAL REFUSE &
ORGANIC BIN
ENCLOSURE DETAILS

DRAWN BY:
NWP

DATE:
2/11/2025

SCALE:
NTS

ADOPTED BY THE CITY COUNCIL:

DRAWING NO.

REVISIONS:
NONE

SECTION:
TRASH

DRAWING NAME:
1103.DWG

1103

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO.12.2

SECTION 12: NEW BUSINESS

Meeting Date: April 8, 2025

Subject: A Resolution Accepting the 2024 Annual Progress Report on the Implementation of the City of Riverbank's Housing Element, One of the Elements of the City of Riverbank's 2005-2025 General Plan.

From: Marisela H. Garcia, City Manager

Submitted by: Michael Arroyo, Contract Planner – J.B. Anderson Land Use Planning

RECOMMENDATION:

Staff recommends adopting a Resolution accepting the 2024 Housing Element Annual Progress Report and authorizing Staff to transmit the Annual Progress Report to the Governor's Office of Land Use and Climate Innovation (LCI) and the California Department of Housing and Community Development (HCD).

SUMMARY:

Each year, California cities are required to prepare an Annual Progress Report (APR) on the status of implementing their General Plan's Housing Element and submit the report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI), formerly the Governor's Office of Planning and Research (OPR). Using a table format provided by HCD, the annual report provides a snapshot of housing unit production across affordability levels, development applications received and processed during the reporting year, affordable housing production and provides an update on housing program implementation. The annual report must be provided to the legislature (City Council) prior to sending to the State of California HCD.

State law requires that general plans include seven elements which must cover the following topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Elements for other topics of local concern may also be included. The Riverbank General Plan includes four optional elements: Community Character and Design, Economic Development, Public Services and Facilities and Air Quality. Except for the

Housing Element, all elements of the Riverbank General Plan were adopted as a single document on April 22, 2009. State requirements for Housing Elements are more detailed and specific than for the other General Plan elements. Housing Elements are updated every eight years according to a schedule set by the State. For these reasons the Riverbank Housing Element is contained in a separate document which was certified by the California Department of Housing and Community Development on December 30, 2015 and then adopted by the City Council February 23, 2016. The previous Housing Element covered the eight-year period from 2015 to 2023 and the City of Riverbank is in the process of adopting the Sixth Cycle Housing Element which will span from 2023 to 2031. Other elements may be updated less frequently and typically have a 20-year horizon.

As part of the update to the City's Housing Element, the City is required to identify sites to accommodate its Regional Housing Needs Allocation (RHNA), as determined by HCD and the Stanislaus Council of Governments (StanCOG). In summary, the RHNA process allocates the State of California's future housing needs to each County throughout the State. The State of California requires HCD to identify housing needs for each region in response to projected population and household growth. State law further mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction within the COG's region, or in this case, StanCOG. With community input and in an effort to update to the Housing Element, the City has identified sites that could potentially accommodate the City's fair share of the RHNA, in all income categories (e.g., very-low income, above-moderate income, etc.).

Under California Government Code Section 65400, the City is required to prepare a General Plan Housing Element Annual Progress Report for submittal to the City Council, LCI and HCD by April 1st of each year. The purpose of the annual report is to provide the City Council and the State Department of Housing and Community Development (HCD) a progress report on the General Plan Housing Element's implementation status toward meeting the City's fair share in the RHNA (as discussed above).

The forms provided online by HCD have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB 35). The forms (see attached Tables) provided by HCD require the following information:

- Status of the plan and progress in its implementation;
- Progress in meeting its share of the regional housing needs;
- The number of housing development applications received in the prior year;
- The number of units included in all development applications in the prior year;
- The number of units approved and disapproved in the prior year;
- The degree to which its approved general plan complies with the guidelines developed;
- List of sites rezoned to accommodate that portion of the City's share of the regional housing need for each income level; and

- Number of net new units of housing, including both rental and for-sale housing, that have been issued an entitlement, a building permit, or a certificate of occupancy.

ANALYSIS

Staff has prepared the 2024 Riverbank Housing Element Annual Progress Report, included as an attachment to this staff report. Highlights of the 2024 calendar year include:

Progress Towards RHNA Goals

The RHNA table for the current Housing Cycle has been updated to reflect progress made towards the City's RHNA goal and is presented in the table below and attached to this Staff Report in Attachment 2. In Summary, the City of Riverbank reports progress on the following goals:

- No progress for the Very Low-Income goal;
- No progress for the Low-Income goal;
- Two (2) percent of the Moderate-Income goal; and
- Twenty-two (22) percent of the Above Moderate-Income goal.

The details of the housing units permitted during each calendar year from 2023 through 2031 are as follows:

Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2								3	4	
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2023- 12/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	670	--	--	--	--	--	--	--	--	--	--	--	670
	Non-Deed Restricted		--	--	--	--	--	--	--	--	--	--	--	
Low	Deed Restricted	672	--	--	--	--	--	--	--	--	--	--	--	672
	Non-Deed Restricted		--	--	--	--	--	--	--	--	--	--	--	
Moderate	Deed Restricted	594	1	--	--	--	--	--	--	--	--	--	--	594
	Non-Deed Restricted		3	--	9	--	--	--	--	--	--	--	--	
Above Moderate	Deed Restricted	1,355	106	--	--	--	--	--	--	--	--	--	--	1,355
	Non-Deed Restricted			--	194	--	--	--	--	--	--	--	--	
Total RHNA		3,591												
Total Units			110	--	262	--	--	--	--	--	--	--	312	3,279

New Home Construction

The City of Riverbank issued 194 building permits for above moderate-income residential units in 2024. Eight (8) building permits were issued for the moderate-income category; these eight (8) permits were for new Accessory Dwelling Units (ADUs). No permits were issued for very-low and low-income categories. 226 above moderate-income residential units were completed in 2024. Of the 226 residential units completed, 207 units were for single-family detached units and 19 units were for single-family attached units.

General Plan Amendment

In calendar year 2024, the City of Riverbank received one application for a General Plan Amendment (GPA). The application included a GPA, Rezone, and an Architecture and

Site Plan Review. The project amended the property's General Plan Land Use designation from Community Commercial to Medium Density Residential and rezoned the property to a Planned Development zone district. Approval of said project made it possible for the development of:

- 47 single family residential units known as Heritage II

Architectural and Site Plan Review (ASPR) Applications Processed in 2024

The City of Riverbank received eleven (11) ASPR applications in total. Five (5) applications were submitted for housing development; of the five (5) development applications processed, two (2) ASPR applications for the development of new housing have been approved. The remaining applications are still in process as staff continues to facilitate the processing of these applications. The two (2) approved projects are listed below:

- ASPR for a 22 single family residential unit project - Countryside No. 3;
- Heritage II (described above)

Housing development commenced after January 1, 2024 is accounted for in the Sixth Cycle Housing Element.

PLANNING COMMISSION:

The 2024 General Plan Housing Element Annual Progress Report was presented to the Planning Commission on March 18, 2025, and the Commission recommended forwarding the report to City Council for approval by a vote of 5-0 (Commissioner Dinan/Basso).

ENVIRONMENTAL DETERMINATION:

The proposed Housing Element Annual Progress Report for Calendar Year 2024 is not considered a project as prescribed by the California Environmental Quality Act. No environmental review is necessary for this item.

FINANCIAL IMPACT:

Consultants, J.B. Anderson Land Use Planning, acting as City Staff prepared the 2024 Housing Element Annual Progress Report. Submittal of the report to the State agencies ensures that the City of Riverbank is eligible for certain grant funding opportunities.

ATTACHMENTS:

1. City Council Resolution 2025-XXX
2. Housing Element Annual Progress Report for Calendar Year 2024

CITY OF RIVERBANK

RESOLUTION 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, ACCEPTING THE 2024 HOUSING ELEMENT ANNUAL PROGRESS REPORT AND AUTHORIZING STAFF TO TRANSMIT THE ANNUAL PROGRESS REPORT TO THE GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

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

WHEREAS, California Government code section 65400 (2), requires that local governments prepare and provide an annual report to the City Council, the Governor's Office of Land Use and Climate Innovation (LCI), and the California Department of Housing and Community Development (HCD) regarding progress toward implementing the Housing Element of the General Plan; and

WHEREAS, the Housing Element Annual Progress Report must be transmitted to the City Council, the Governor's Office of Land Use and Climate Innovation, and the California Department of Housing and Community Development; and

WHEREAS, the Housing Element Annual Plan Progress Report must include all of the following: a) the status of the Housing Element and progress in its implementation, b) the progress in meeting its share of the regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing, the degree which its approved General Plan complies with the guidelines adopted pursuant to Section 65040.2 as well as the date of the last revision to the General Plan.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Riverbank accepts the City's 2024 Housing Element Annual Progress Report and authorizes staff to transmit said report to the Governor's Office of Land Use and Climate Innovation and the California Department of Housing and Community Development.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 8th day of April, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Gabriela Hernandez, CMC
City Clerk

APPROVED:

Rachel Hernandez
Mayor

Housing Element Annual Progress Report for Calendar Year 2024

Jurisdiction	Riverbank		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Housing Element Planning Period	6th Cycle	12/31/2023 - 12/31/2031	
Building Permits Issued by Affordability Summary			
Income Level			Current Year
Very Low	Deed Restricted		0
	Non-Deed Restricted		0
Low	Deed Restricted		0
	Non-Deed Restricted		0
Moderate	Deed Restricted		0
	Non-Deed Restricted		8
Above Moderate			194
Total Units			202
Note: Units serving extremely low-income households are included in the very low-income			

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	19
Single-family Detached	0	194	207
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	8	2
Mobile/Manufactured Home	0	0	0
Total	0	202	228

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	9	9
Not Indicated as Infill	193	193

Housing Applications Summary			
Total Housing Applications Submitted:			5
Number of Proposed Units in All Applications Received:			148
Total Housing Units Approved:			69
Total Housing Units Disapproved:			0
Use of SB 423 Streamlining Provisions - Applications			
Number of SB 423 Streamlining Applications			0
Number of SB 423 Streamlining Applications Approved			0
Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0
Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	0	0
Discretionary	5	148

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0

Number of Units in Projects Permitted with a Density Bonus	0
--	---

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	4
Sites Rezoned to Accommodate the RHNA	0

Table A																						
Housing Development Applications Submitted																						
Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications	Application Status	Project Type		
1				2		3	5								6	7	8	9	10		11	12
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2-4, 5+, ADU, RH)	Tenure R-Remter O-Owner	Date Application Submitted (see instructions)	Very Low Income Deed Restricted	Very Low-Income Non Deed Restricted d	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate Income	Total PROPOSED Units by Project	Total APPROVED Units by Project	TOTAL DISAPPROVED Units by Project	Please select state streamlining provision/s the application submitted pursuant to.	Did the housing development application seek increased density or concessions pursuant to Government Code section 65916?	Were incentives or concessions requested pursuant to Government Code section 65917 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?
Summary Row: Start Date Entry Below								0	0	0	0	0	0	51	97	148	69	0				
	62039040	6448 Claus Road	Heritage 2	24-0017	SFD	O	9/26/2024								47	47	47	NONE	No	No	Approved	Discretionary
	132048016	6609 Claus Road	Sierra Village	24-0022	SFD	O	9/3/2024								28	28	0	NONE	No	No	Pending	Discretionary
	62022020	Central and Kentucky	Countryside II	24-0010	SFD	O	5/6/2024								22	22	22	NONE	No	No	Approved	Discretionary
	75030001	2644 Morris Road	AGS Apartments	24-0024	5+	R	9/25/2024						48		48	0	0	NONE	No	No	Pending	Discretionary
	132022010	Sierra Street	Sierra Street Triplex	24-0027	2 to 4	R	11/5/2024							3			0	NONE	No	No	Pending	Discretionary

[illegible]