

City of Arts & Innovation

#### **REQUEST FOR PROPOSALS #2314**

# NORTHSIDE NEIGHBORHOOD & PELLISSIER RANCH SOLICITATION FOR MASTER DEVELOPER







#### **ISSUED BY**

# THE CITY OF RIVERSIDE COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

3900 Main Street Riverside, California 92522

#### **PROPOSAL DUE**

October 12, 2023, BEFORE 2:00 PM PT

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# 1. INTRODUCTION/PURPOSE

The City of Riverside ("City") is seeking innovative, qualified developers as the "Master Developer" for a large-scale, multi-year, multi-phase project on three sites totaling approximately 412 acres. The project is also multi-jurisdictional, with portions located within the Northside neighborhood in the City of Riverside ("Northside") and in the City of Colton. The vision for these properties is identified in the Northside Specific Plan ("Specific Plan").

Proposals are requested from Entities that have a demonstrated ability to perform the tasks identified in this Request for Proposals ("RFP").

# 2. ABOUT THE CITY OF RIVERSIDE

As the City of Arts & Innovation, Riverside has the distinction of being the cultural, civic, educational, and economic heart of the Inland Region. We are the 12th largest city in California in one of the fastest growing regions in the United States. Incorporated in 1883, Riverside enjoys a rich heritage. Our historic roots, combined with our diverse population, create an arts and cultural hub, attracting crowds to over 340 performances and unique local events each year, including the award-winning Festival of Lights.

Riverside is home to three universities and a community college, which collectively supports an estimated 65,000 students to meet future workforce demands. The University of California, Riverside is the closest university, two miles to the south of the Northside Specific Plan area and encompasses a 1,200-acre campus with 26,000+ students, 1,100+ faculty and has a \$2B economic impact to the US.

In 2022, the Cheech Marin Center for Chicano Art & Culture (aka "The Cheech") opened to world-wide coverage and critical acclaim as it hosts the largest, most significant Chicano art collection in the world. Other notable spaces within two miles of the Northside area include a \$45M state-of-the-art Downtown Public Library (2021) opened across the street from Southern California's first Civil Rights Institute (2022) and opposite Riverside Community College's \$65M, 60,000-square foot Culinary Arts Academy, Coil School for the Arts and the Center for Social Justice and Civil Liberties.

Infrastructure investments totaling several billion have been made over the past 10 years starting with the citywide Riverside Renaissance (\$1.3B). More recently, recognizing the importance of preparing our local economy for the future, the City partnered with SiFi Networks in 2021 to install \$300M in high-speed fiber over 4 years (2023 to 2026) to every property in the City with up to 10 gigabit connectivity to residential and up to 100 gigabit connectivity speed to commercial. The City is reaping the rewards of infrastructure investments with over \$300 million in private investment annually for the past 5 years. Recent development examples include Northside adjacent Downtown projects: Main+Nine mixed use (2018), Hampton Inn Hotel (2019), Imperial Hardware Lofts mixed use (2019), Mission Lofts (2019), Centerpointe Apartments (2021), Mission Heritage affordable housing (2022) and The Mark mixed use project (2022).

Riverside also benefits from excellent freeway and rail access, reasonable land and building costs, a large general aviation airport and is within 25 minutes of Ontario International Airport. Having our own water, electric and sewer public utilities provides competitive rates and incentive flexibility that surpasses most other cities in Southern California. In addition, streamlined development services including uniform plan check, after hours expedited review and an award-winning One Stop Shop, have resulted in a best in the nation 95% positive customer satisfaction rating.

The City is ranked #1 among all Inland Southern California cities in virtually every economic indicator; including number of jobs, number of businesses and assessed valuation.

317,257 **POPULATION** 

32.9
MEDIAN AGE

18,000+
BUSINESSES

\$95,658
AVG. HOUSEHOLD
INCOME

#### 3. SCHEDULE OF EVENTS

The City intends to select one Master Developer for the sites identified in this RFP (collectively designated hereinafter as the "Northside Project," or the "Project") including all planning, design, and construction. Responses to the RFP must address the three sites as a singular "Project." Proposals for less than the entire Project will not be considered.

At the conclusion of the City's evaluation process, a Master Developer will be recommended for confirmation by the City Council and the Riverside Board of Public Utilities through the execution of an Exclusive Negotiation Agreement (ENA). If negotiations are successful, a Disposition and Development Agreement (DDA) will be confirmed by the City Council and the Riverside Board of Public Utilities laying out the terms and conditions of the purchase price/ground lease, schedule of performance, scope of development, a finalized affordable housing agreement, and other items appropriate to the transaction.

It is the goal of the City to select and retain a Master Developer by January 2024. See sections 8 through 11 for submission requirements. In preparation for that action, the following tentative schedule of events has been prepared:

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

Where times and dates are presented in the schedule of events, they are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

RFP EVENT SCHEDULE			
Event	Date	Time	
Request for Proposals Released	8/08/2023	Before 2:00 p.m.	
Proposal Questions Due to Planet Bids	8/14/2023	Before 2:00 p.m.	
Responses to Questions Released	8/18/2023	Before 2:00 p.m.	
Proposals Due	10/12/2023	Before 2:00 p.m.	
City Due Diligence and Review Completed	10/20/2023	End of Day	
Finalists Notified	10/23/2023	End of Day	
Mandatory in Person or virtual Site Tour and Informational Project Presentation	Week of 11/06/2023	TBD	
Finalist Panel Interviews	Week of 11/13/23	TBD	
Tentative Notice of Intent to Negotiate	December 2023	TBD	
Tentative Update to the Economic Development Placemaking, Branding & Marketing Committee	12/23/2023	TBD	
Tentative Update to the Board of Public Utilities	1/08/2024	TBD	
Tentative City Council Meeting to Consider Awarding Contract	1/23/2024	TBD	

#### 4. BACKGROUND

The vision for the properties articulated within the Specific Plan was developed over four years and was largely community driven. It concluded with the City Council adopting both the Specific Plan and the Program EIR in 2020, and the State Surplus Land Act Exemption in 2021. These documents set a framework for design standards, land uses, affordable housing, and maximum development capacities. The City of Colton has not adopted the Specific Plan at this time.

The complete Specific Plan area encompasses 2,000 acres which includes 1,600 acres within the City of Riverside, 336 acres within the City of Colton, and 83 acres within the unincorporated County of Riverside (acreages are approximate). The Specific Plan includes three neighborhoods within the city limits of Riverside: Northside, Downtown, and Hunter Industrial Park. However, the sites included in this proposal are in the Northside Neighborhood, which is generally bordered by Interstate 215 (I-215) on the east, State Route 60 (SR-60) on the south, the Santa Ana River on the west, and Center Street and the La Loma Hills on the north/northwest.

The City is the largest property owner in the Northside, including the subject properties of this RFP as well as amenities such as parks, public facilities, schools, and recreational areas. The City of Riverside is the title owner of record on all properties in this RFP. However, because a majority of the land was purchased by the Board. of Public Utilities using utility ratepayer funds, all actions concerning the sale, lease and development of the properties must be approved by the Board of Public Utilities as well as Riverside City Council.

#### 4.1

#### THE NORTHSIDE NEIGHBORHOOD

The Northside neighborhood is located at the northern gateway into the City of Riverside. Known for its history, environmental resources, and strong community connection, the Northside is one of the City's oldest neighborhoods. It has been occupied for over 10,000 years, first by Native American groups, including the Gabrielino/Tongva, Cahuilla, Serrano and Luiseño, and later by Spanish, Mexican, and American settlers.

Today, the Northside neighborhood is largely residential, comprised of a variety of housing products including single-family homes on deep rural style lots, tract homes, condominiums, apartments and, more recently, gated planned residential communities.

Local landmarks and future sites of importance to the community include the La Placita de los Trujillos (Trujillo Adobe) and the Northside Agriculture Innovation Center. More information on sites of significance can be found in the Specific Plan and in section 6.4 of this document.

Commercial, industrial and storage businesses (M-1 Light Industrial) are located on Main Street north of Carter Avenue extending to the border with Colton. Those businesses located east of Main Street are in a Transition Zone Overlay (TZO) which allows for the conversion of the current zoning to residential. Many of the industrial properties east of Main Street have long term ownership. Missing from the mix of uses in Northside today is an abundance of neighborhood serving retail and affordable housing for community growth.

#### 5. SITES OFFERED

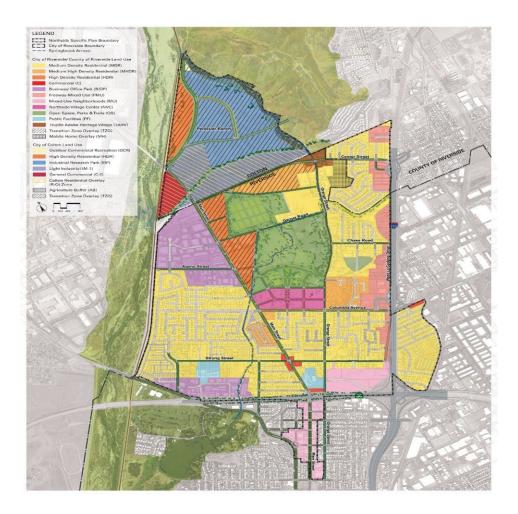
A total of 327 acres/approximate are being offered for conveyance (Sale and/or Lease) and development on three sites. The sites are:

- 1. Pellissier Ranch in the City of Colton 227 acres/approximate
- 2. Northside Village Center (NVC) 41 acres/approximate (formerly part of the Riverside Golf Club)
- 3. Sports Complex 56 acres/approximate (formerly known as Ab Brown Sports Complex)

In addition to the above, the City intends to retain approximately 80 acres of the former Riverside Golf Club (Central Park) for use as a City-owned park. The City is requiring that the selected Master Developer improve the park acreage to be retained by the City. The City will be responsible for the operation and maintenance of the park, if feasible.

Proposals for the sale or lease to a third-party for the Sports Complex may be considered. A lease of utility purchased lands requires Riverside Public Utilities Board approval and the term of the lease would be limited to 55 years per Government Code section 37380. However, a term of up to 99 years is permissible if specific findings are made and an ordinance is adopted.

The three sites are offered as a package, and only offers addressing all parts of the package will be considered.



#### RIVERSIDE PUBLIC UTILITIES (RPU) - WATER WELLS AND ASSOCIATED FACILITIES

The three sites contain active municipal water wells and water treatment facilities, underground water pipelines associated water appurtenances, and water level monitoring stations. The City will retain all water rights and any necessary access or maintenance easements on portions of Pellissier Ranch, AB Brown Sports Complex, and the former Riverside Golf Club (NVC, Sports Complex and Central Park). The City owns, operates, and maintains waterlines and appurtenances that connect to the wells and shall remain in service or be relocated without disruption to the water service. Maps of well locations, monitoring wells, treatments facilities, recharge basins, and access easements are included in the Appendices.

Ground leases for portions of these properties will be considered and reviewed based on the use and investment outlay offered by the Master Developer in the development of these facilities. The Ab Brown Sports Complex is an example of a property that could be ground leased and operated by a private sports entity. Operational expenses for public spaces shall be the responsibility of the City; however, operational expenses for leased properties will be the responsibility of the lessee.

#### 5.2

#### PHASED TAKEDOWNS

Pellissier Ranch and NVC will be conveyed in phases. Because of the scale of the Northside Project, land takedowns will be phased in accordance with a negotiated development strategy. The intent of phasing is to:
1) avoid land banking by the Master Developer; 2) balance the phasing of non-revenue sites with revenue sites;
3) maximize land value for the City; and 4) relieve the Master Developer of a significant financial burden by avoiding a large-scale takedown that would result in significant carrying costs.

#### 5.3

#### FRAMEWORK FOR DEVELOPMENT - SPECIFIC PLAN, EIR AND SURPLUS LAND ACT

All responses to this RFP must reflect the vision set forth in the framework of the Specific Plan and the Program EIR adopted by the City in November 2020.

The Northside Specific Plan (NSP) was adopted by the City in November of 2020 after significant community engagement with a commitment to stimulating high quality development that supports the needs and desires of the Northside Community. The NSP identifies approximate acreage and locations for each development type as identified in this RFP. However, to ensure the fullest potential of the NSP, some flexibility of use sizes and locations within the project area may be considered. A creative mix and positioning of identified uses is welcomed in proposals that demonstrate a strong understanding of and adherence to the NSP vision including walkability, open park, trail and entertainment space, desired local retail, and housing for future Northside residents. Note that any submittal that deviates from the framework of the adopted Specific Plan and EIR, should the proposal be chosen, will be responsible for any expense incurred in amending the approved Program EIR.

The sites identified in this RFP have been exempted under the State Surplus Land Act (SLA); however, the exemption comes with the requirement of a minimum of 300 units and that 25% of the residential product must be affordable to lower income households with incomes between 30% to 80% of the County's median income as determined by the California Department of Housing and Community Development (HCD), for a 55 year period for rental housing and a 45-year period for ownership housing. The most recently published HCD Income determinations are attached in the Appendices.

#### PARCELS OWNED BY THE CITY OF RIVERSIDE

The table below lists the parcels in the Specific Plan currently owned by the City, grouped by site location.

TABLE NO. 1 OWNERSHIP AND ASSESSOR PARCELS BY SITE				
Site	Parcels	Size	Ownership	
Pellissier Ranch	APN 0275- 051- 19 APN 0277-011- 26 APN 0277-011-27 APN 0277- 022- 71 APN 0277- 022-73 APN 0277- 022-74 APN 0277- 022-75 APN 1167- 021- 24  Except for necessary easements to retain current and future land use for water infrastructure facilities (San Bernardino County)	227 acres	City of Riverside	
Former Riverside Golf Course including Northside Village Center (NVC)	APN 206- 070- 002 APN 206- 070- 003 APN 246- 060- 011 Except for necessary easements to retain current and future land use for water infrastructure facilities (Riverside County)	129 acres	City of Riverside	
Ab Brown Sports Complex	APN 246- 060- 001  Except for necessary easements to retain current and future land use for water infrastructure facilities (Riverside County)	56 acres	City of Riverside	

These parcels will need to be reconfigured, as appropriate, for the proposed development(s).

# SUMMARY OF SITES WITH LAND USES AND CONSTRAINTS

The table below lists the parcels in the Specific Plan currently owned by the City, grouped by site location.

TABLE NO. 2 Specific plan vision of sites offered				
Site	Uses			
Pellissier Ranch	Total acreage: 227 acres/gross  Specific Plan Vision  Multifamily and Mixed-Use (31 acres): 1,200 units; 25% of the units must be available to lower income households earning between 30 and 80 percent of the San Bernardino County area median income; not less than 5,000 sf of support retail, office, and/or community space. As a result of the affordable housing component, a density bonus can be applied against the base 1,200 units, thereby increasing the total density. See Section 3.5 on Density Bonus in this RFP.  Business Park/Industrial Research Park (152 acres): The Industrial Research Park uses can include many of the same uses included in the Light Industrial Zone (M-1), including fabrication, manufacturing, assembly, warehouse uses, and supporting commercial and office uses. Industrial Research Park uses also include research and development facilities, laboratories, and similar uses. A key objective of the Industrial Research Park is to encourage innovation and a full range of corporate enterprise. Preferred uses must be compatible with nearby commercial and residential zones, and must not produce nuisances such as noise, odor, dust, smoke, or glare.  Agricultural Buffer (41 acres): eastern edges of Pellissier Ranch adjacent to La Loma Hills.  Outdoor Commercial Area (3 acres): a small area in the far northern portion of Pellissier Ranch in the City of Colton. This area is adjacent to the Santa Ana River and is geared toward a recreational vehicle (RV) park, camping, equestrian or similar commercial land uses that are complemented by the river and adjacent La Loma Hills. This area allows for limited residential uses, such as rental cabins, 24-hour ranger facilities, and campground offices to support the commercial recreation uses.  Note: All entitlements for Pellissier Ranch would be granted through the City of Colton. The City of Riverside, as the property owner, will reserve the right to restrict the type of uses allowed on the site as part of the application for entitlements process. Any applications f			

TABLE NO. 2 SPECIFIC PLAN VISION OF SITES OFFERED				
Site	Uses			
Southern Portion of the Former Riverside Golf Club: Future Northside Village Center (NVC)	Total acreage: 41 acres/gross  Specific Plan Vision  Two land uses, a multi-family component and a "mixed-use" or commercial component. The site is located on the southern portion of the former golf course.  Multifamily: 1,200 multi-family units; 25% of the units must be affordable to lower income households earning between 30 and 80 percent of the Riverside County area median income. As a result of the affordable housing component, a density bonus can be applied against the base 1,200 units, thereby increasing the total density. See Section 3.5 on Density Bonus in this RFP.  Mixed-Use: entitled for maximum of 461,000 SF of commercial use with the priority being that 100,000 SF will be local serving retail.			
Northern Portion of the Former Riverside Golf Club and the Former Ab Brown Soccer Fields: Future Central Park	Total acreage: 136 acres/gross  Specific Plan Vision  A system of parks, open spaces and trails will serve as part of the foundation for the Northside. The Specific Plan envisions the re-use of the northern portion of the former golf course and former Ab Brown Soccer Fields properties as a variety of park uses, playing fields, cross-country facilities, naturalized areas, and playgrounds for residents. The Specific Plan also envisions the revitalization of Ab Brown Sports Complex or equivalent acreage within the area designated Central Park as a key area facility that will draw participants from throughout the region. Open space corridors along the Springbrook Arroyo and the Santa Ana River would connect communities within the Northside through a trail system.  A Central Park has been identified in the Specific Plan to include a portion of the former Golf Course, and the Ab Brown soccer complex. This Central Park features a restored Springbrook Arroyo as its centerpiece.  Ab Brown Sports Complex (56 acres)  Former Golf Course including portion of Springbrook Arroyo (80 acres)  Springbrook Arroyo and Trail System			

# 6. DETAILED PROJECT DESCRIPTION

The sites offered in this RFP fall into three categories: (1) sites to be privately developed, which consist of the southern portion of the former Riverside Golf Club, now designated as the future Northside Village Center, and Pellissier Ranch, (2) Central Park, a site will be retained by the City that will be improved by the Master Developer as open park space and (3) a site formerly known as the former Ab Brown Sports Complex (also part of Central Park), to be developed as a sports complex that could be optioned as a public-private partnership or sold and privately owned and operated.

#### PELLISSIER RANCH (CITY OF COLTON)

Pellissier Ranch is owned by the City of Riverside but is within the jurisdictional boundaries of the City of Colton. It is unimproved except for water wells monitoring wells, and waterlines.

The Specific Plan envisions the development of Pellissier Ranch as a high-quality development that includes a mix of light industrial, business park, residential and recreational land uses. The Specific Plan also calls for an open space system linking uses, including green trails along the north, east and western edges, connecting to the Santa Ana River and to the Springbrook Arroyo including the existing Trujillo Adobe Heritage Village. All development would be required to comply with the Specific Plan's design standards to ensure a quality of development that is harmonious with the Northside.

The Specific Plan recommends rezoning: 1) 31 acres of the westerly portion of the site to High Density Residential (HDR) for up to 1,200 units not including density bonus entitlements, 2) 152 acres of the easterly portion of the site to Industrial Research Park (IR), 3) 41 acres of the southerly portion of the site to Light Industrial, and 4) 3 acres of the far northern portion to Outdoor Commercial Recreation (OCR).

In addition to the direction provided by the Specific Plan, The Riverside Board of Public Utilities requests that Master Development proposals consider energy generation opportunities such as solar be integrated within the development area.

#### 6.1.1

#### **ENTITLEMENTS**

The City of Colton is the responsible agency for Pellissier Ranch and retains independent discretion to adopt or participate in the City of Riverside's adopted Specific Plan. To-date, the City of Colton has not adopted the Specific Plan. Pellissier Ranch is currently zoned M-1 Light Industrial, which allows for a variety of office, industrial, and service uses. Part of the Master Developer's responsibility will be to coordinate the applications for entitlement approvals needed from the City of Colton with the City of Riverside, as the property owner, to ensure that the vision identified in the Specific Plan is realized. The Program EIR can be used for discretionary actions under CEQA in considering entitlements if the Specific Plan is followed.

#### 6.1.2

#### SURPLUS LAND ACT (AB 1486)

The City of Riverside will be disposing of the Pellissier Ranch property under the SLA using the exemption provision of the Act. As a condition of sale, the exemption provision imposes a requirement upon the buyer for a minimum of 300 residential units be constructed on the site and that not less than 25% of the units constructed be set aside to be leased or sold to lower-income households which earn between 30% and 80% of the County's median income as determined annually by State HCD. (See Government Code section 542219f(1)(F) (ii) for specific references to definitions of income levels for affordable housing sales prices/rentals.)

Because the Northside Project has an affordable housing component, State law allows for a density bonus option to be exercised. See Density Bonus Section 7.1.6 of RFP for further information.

# TABLE NO. 3 SUBAREA 1 – PELLISSIER RANCH MAXIMUMS ALLOWED UNDER PROGRAM EIR

Land Uses	Size
Business Park and Commercial Uses	2,000,000 SF
Open/Private Recreation along the Santa Ana River	20 acres
Agriculture/Open Space Belt at the Base of La Loma Hills	22 acres
Residential Development	31 acres 1,200 dwelling units (29 du/ac to 45 du/ac) 1

<sup>1</sup> Note: 25% of the units must be set aside for lower-income households (households incomes ranging from 30% to 80% of the County median as determined annually by State HCD). A density bonus option can be applied as an option by the Master Developer in accord with the affordable housing component.

In addition to the 1,200 dwelling units allowed on Pellissier Ranch under the Program EIR, it is possible that additional residential units may be constructed adjacent to and immediately south of Subarea 1 in Subarea 2. Subarea 2 consists of privately-owned industrial zoned properties adjacent to Pellissier Ranch and within Colton's Residential Overlay (R-O) zone. The R-O Zone, as described in the Specific Plan, will allow an additional 2,430 dwelling units (30 dwelling units per acre). However, R-O designation in Subarea 2 is not a recognized zoning designation by the City of Colton. (Source: Program EIR page 2-18, Figure 2-6)

#### 6.1.3

#### **EASEMENTS AND LICENSES**

#### 6.1.3.1

#### WATER WELLS AND MONITORING WELLS

Water wells actively used as monitoring stations are located on Pellissier Ranch which are controlled by RPU. RPU will retain a portion of the site for potable wells and monitoring wells. The location of the wells and treatment facilities are shown on maps in the Appendices including easements that will be retained by RPU. According to the RPU Facilities Master Plan (RPFMP), approximately 11 acres of Pellissier Ranch site have been designated as "Required-In Use-Multi-Use". "Required-In Use" properties are necessary for the production and delivery of water and power by RPU and/or associated with the operations and administration of RPU. The intent of this classification is to ensure that the primary use of the monitoring wells is retained while still allowing for future development of the site that would not impact the continued operation of these monitoring wells. The remainder of the site is designated as "Required-Future." "Required - Future" properties consist of all properties that may one day be used in the operations required of RPU by its mandate as a water and electric service provider or utilized in the fulfillment of RPU's mission statement.

#### 6.1.3.2

# LICENSE AGREEMENT AND ACCESS EASEMENT - W.M.B. TRANSPORT, INC. (TERMINATION 90-DAY NOTICE)

On July 22, 1994, the City granted a license agreement to W.M.B. Transport, Inc. for parking and access for a fenced area of the southerly portion of the site. The easement is about 1.0 acre and RPU has determined it is in the City's best interest to surplus this portion of APN 0277-022-73 and sell this easement area to the adjacent property owner. This process is underway and is expected to be completed by the end of 2023.

#### 6.1.3.3

#### LICENSE AGREEMENT - CITICASTERS COMPANY (TERMINATION - 1 YEAR NOTICE)

On January 13, 2020, the Board of Public Utilities unanimously recommended that the City Council approve a five-year License Agreement with Citicasters Company for the use of ten acres of Pellissier Ranch. Citicasters Company have operated a broadcasting tower/facility for Radio Station KDIF since August 11, 1998, when the lease was assigned to them from Hispanic Radio Broadcasters. Prior to the assignment, Hispanic Radio Broadcasters had operated the radio tower for four years. The City Council approved the license agreement with Citicasters Company on February 4, 2020, and it is due to expire on November 30, 2024. The City can terminate the agreement for any reason by providing at least one year's advance written notice to Citicasters.

#### 6.1.4

#### **UTILITIES**

#### 6.1.4.1

#### **ELECTRIC**

The City of Colton provides electric services to the site. Colton receives power from a variety of resources, including Palo Verde Nuclear Generating Station and Hoover Dam. In addition, Colton has a mix of short-term and long-term contracts for purchasing power with the City of Pasadena, Bonneville Power Authority, and Idaho Power.

#### 6.1.4.2

#### **GAS**

Gas service is provided by Southern California Gas Company. Please visit their website or call (800) 427-2200 for more information.

#### 6.1.4.3

#### **REFUSE / TRASH**

Refuse and trash service is provided by CR&R at (909) 370-3377.

#### 6.1.4.4

#### **WASTEWATER**

The City of Colton owns, operates, and maintains a wastewater collection, pumping, and treatment system. The wastewater treatment plant also serves the City of Grand Terrace and unincorporated County areas. The plant utilizes a conventional and extended aeration secondary treatment process to produce treated effluent in compliance with Regional Water Quality Control Board regulations. In addition, a regional tertiary treatment plant serving both the Cities of Colton and San Bernardino treats the effluent from the wastewater treatment plant and returns the water to the Santa Ana River.

#### 6.1.4.5

#### **WATER**

Water Provider: San Bernardino Valley Municipal Water District covers about 353 square miles in southwestern San Bernardino County with a population of 700,000. It spans the eastern two-thirds of the San Bernardino Valley, the Crafton Hills, and a portion of the Yucaipa Valley and includes the cities and communities of San Bernardino, Colton, Loma Linda, Redlands, Rialto, Bloomington, Highland, East Highland, Mentone, Grand Terrace, and Yucaipa.

Retail Water Supplier: The City of Colton sits on one of the largest aquifers in the State of California; therefore 100% of the City's water comes from deep water wells that are supplied by the aquifer that is supported with supplemental water from San Bernardino Valley Municipal Water District. Colton's existing potable water system facilities consist of 15 wells, five main booster pumping plants, nine water storage reservoirs, two pressure reducing facilities, and over 120 miles of water transmission and distribution pipelines.

#### 6.1.5

#### **CIRCULATION**

On Site: Currently the site has no circulation improvements that serve the uses envisioned. The Specific Plan is consistent with Colton's General Plan, which includes:

A major north/south arterial, 96 feet wide accommodating 4 lanes, an east/west secondary arterial, and a north/south secondary arterial in the center of the site (Program EIR Goal M-3).

Secondary Arterials are designated to include an 88-foot ROW and four travel lanes.

A trail system will need to be developed within or adjacent to the open space buffer area proposed along the base of La Loma Hills to facilitate pedestrian/bicycle access to the Santa Ana River Trail to the north, and a proposed community park to the south. (Program EIR Goal M-1)

Offsite: The Center Street corridor is a key link that carries east-west travel throughout the Northside. This corridor is also a connection to the neighboring Roquet Ranch via Orange Street, until such time that another east-west corridor is built to accommodate traffic.

#### 6.2

#### WATER WELLS AND MONITORING WELLS

The proposed NVC is identified as 41 acres and is considered the geographical center of the Northside. It is located north of Columbia Avenue and east of Main Street, within the former golf course. Northside residents have expressed a desire to create a new "Village Center." Uses desired include a local-serving grocery, community-oriented retail stores, restaurants, and neighborhood service providers such as a dry cleaner, bank, or medical clinic. To help support the growth of local retail stores, the NVC will include a mixture of new residential units, including apartments and townhomes, as well as office space for local businesses. The community envisions the Village Center as an active and walkable mixed-use environment in which residents will have access to local stores, services, and civic gathering spaces, such as plazas and a small park.

TABLE NO. 4 SUBAREA 9 – NORTHSIDE VILLAGE CENTER (NVC) MAXIMUM ALLOWED UNDER PROGRAM EIR		
Commercial Uses	461,000 SF	
Residential 1	1,200 du (30 to 40 du/ac)	

1 NVC contains 41 acres which incorporates both commercial and residential uses. 25% of the units must be set aside for lower-income households (households incomes ranging from 30% to 80% of the County median as determined annually by State HCD). Because of the Affordable Housing component, the project is density bonus eligible therefore the max du limit may be exceeded without triggering an amendment to the Program EIR. See the Density Bonus section of the RFP.

#### 6.2

#### **ENTITLEMENTS**

The City of Riverside processes all entitlements for the NVC. The Specific Plan is the document that governs zoning. The property is zoned for residential and commercial uses under the Specific Plan.

#### 6.2.2

#### SURPLUS LAND ACT (AB1486)

The City of Riverside will be disposing of the NVC property under the SLA using the exemption provision of the Act. As a condition of sale, the exemption imposes a requirement on the buyer for a minimum of 300 residential units be constructed and not less than 25% of the units be set aside for lower-income households which earn between 30% and 80% of the County's median income as determined annually by HCD. (See Government Code section 542219f(1)(F)(ii) for specific references to definitions of income levels for affordable housing sales prices/rentals.)

Because the project has an affordable housing component, State law allows for a density bonus.

#### 6.2.3

#### PROGRAM EIR

NVC is referenced as Subarea 9 in the NSP EIR (page 2-9). Maximum capacities for commercial and residential uses are listed in Table 4. In addition, the City of Riverside has adopted a Mitigation, Monitoring, and Reporting Program (MMRP), which describes the process to ensure implementation of the mitigation measures identified in the Final EIR. The MMRP is used to ensure CEQA compliance during development. (Program EIR 10140, ES-1)

#### 6.2.4

#### **EASEMENTS AND LICENSES**

The former Riverside Golf Club property has two active water wells that serve the City's potable water demands. These wells have an underground piping network connecting them to the water distribution system. The location of these wells and piping network can be found in the Appendices.

#### 6.2.5

#### **UTILITIES**

#### 6.2.5.1

#### **ELECTRIC**

RPU serves the site. Established in 1895, RPU is a consumer-owned water and electric utility that provides services to about 112,000 metered electric customers throughout an 81.5 square mile area in and around the City of Riverside, serving a population of 324,000 persons.

To maintain its energy delivery commitment, the utility maintains a diverse resource portfolio mix that includes: 230 MW of simple-cycle, natural gas peaking generation, and 28.5 MW combined-cycle natural gas generation; participation in Hoover Dam (30 MW), Palo Verde Nuclear (12.3 MW) and Intermountain Power Agency (137.1 MW) generation projects; long-term renewable power purchase agreements (238MW), as well as short, mid, and long-term contracts from various other power providers. For calendar year 2020, renewable resources provided 42 percent of retail sales requirements.

#### 6.2.5.2

#### **GAS**

Gas service is provided by Southern California Gas Company. Please visit their website or call (800) 427-2200 for more information.

#### 6.2.5.3

#### **REFUSE / TRASH**

The City of Riverside has contracted with various water haulers for solid waste collection. The City of Riverside has authorized commercial hauling services for Athens Services, Burrtec Waste Industries, and CR&R Waste Services. All City residential trash services are managed by the Public Works Solid Waste Division.

https://www.riversideca.gov/publicworks/trash-recycling

#### 6.2.5.4

#### **WASTEWATER**

The Riverside Water Quality Control Plant provides treatment of all domestic and industrial wastewater generated within the City of Riverside and in the Rubidoux, Edgemont, and Jurupa Community Services Districts. It complies 100% with all state and Federal requirements. Water that leaves the treatment plant flows into the Santa Ana River and downstream to the Pacific Ocean.

#### 6.2.5.5

#### **WATER**

RPU serves the site. Established in 1895, RPU is a consumer-owned water and electric utility that serves approximately 66,000 metered water customers throughout an 82 square mile area in and around the City serving a population of 324,000.

#### 6.2.6

#### SPECIFIC PLAN VISION

The Northside residents want local grocery and shopping options in the form of a "Village Center." The Village Center is seen as an active and walkable mixed-use environment in which residents can enjoy local stores, services, and civic gathering spaces, such as plazas and a small park(s). New on-site residential development to energize the Village Center.

#### 6.3

# CENTRAL PARK - FORMER AB BROWN SPORTS COMPLEX AND FORMER GOLF CLUB PROPERTIES

The "Central Park" has been identified in the Specific Plan to include a portion of the former Riverside Golf Club and all the Ab Brown Sports Complex. The restoration and enhancement of the Springbrook Arroyo within this area should be designed and integrated with the Village Center and an enhanced Central Park. Landscaping and architectural details will need to reflect a connection with the past, from the early settlement of La Placita and the Old Spanish Trail period, to twentieth century Riverside.

Ab Brown has three existing and active potable water wells, one water treatment and chlorination facility and associated waterlines. An additional potable water well is planned for future use. Easements will need to be retained by the City for continued and future use of these water facilities.

#### 6.3.1

#### AB BROWN SPORTS COMPLEX

The site consists of 56 acres. The Specific Plan envisions the revitalization of Ab Brown Sports Complex as a key recreational facility that will draw interest throughout the region. While a soccer complex is a preferred use in the community, the NSP does allow for other recreational use proposals that complement the overall vision for the Northside. The City is also open to a public-private partnership to improve the Ab Brown Sports Complex, such as a privately owned sports complex that could be ground leased. The location of the sports complex within the Central Park is flexible.

Background: In 1985, the City leased the property to the American Youth Soccer Organization (AYSO). AYSO developed the property with sixteen soccer fields, parking lots, and concession buildings. They provided maintenance of the facilities, including watering, mowing, weed control, graffiti abatement, and security. Due to declining membership enrollment as families flocked to newer, more modern facilities, AYSO let the lease expire on June 30, 2020. The site has not been in use as a sports venue since the departure of AYSO. Minimal maintenance has been performed in the area since the lease expiration.

#### 6.3.2

#### **WATER RIGHTS**

The City acquired the property to secure water rights. The site has three existing and active potable water wells and one water treatment facility. A future potable water well is planned to replace an existing offsite well which will bring the total to four potable wells onsite, and a minor expansion of the treatment facility may also occur in the near future. Water facility easements will be retained by the City for continued future use.

#### 6.3.3

#### FORMER RIVERSIDE GOLF CLUB HISTORY AND CURRENT STATUS

The former Riverside Golf Club site was acquired in 1930 by RPU for water rights and well locations. Development of the Riverside Golf Club (129 acres) was allowed so long as it did not interfere with its primary use for water rights. Subsequently, the golf course was leased in 1959 to an operator and renamed Springbrook Golf and Country Club. The course and facilities were closed in 2009. The golf course site has remained vacant since the closure. In 2011 the Riverside Redevelopment Agency acquired 64-acres from RPU for long-term use as a park; RPU retained all water rights. Two existing and active potable water wells and associated waterlines are on the site. In addition, one inactive well will need to be abandoned. Water facility easements will be retained by the City for continued use.

#### 6.3.4

#### **EXISTING LICENSES/AGREEMENTS**

On September 10, 2014, the City entered into a Joint Use Agreement with the Riverside Unified School District (RUSD) for the use of the Riverside Golf Club for community recreational, educational, and athletic purposes, which primarily includes cross-country running. On December 1, 2020, the City approved a Second Amendment to Joint Use Agreement with RUSD extending the term to November 30, 2021. City staff is in the process of working with RUSD for another short-term extension of this agreement.

#### 6.3.5

#### SPECIFIC PLAN AND PROGRAM EIR

On September 10, 2014, the City entered into a Joint Use Agreement with the Riverside Unified School District (RUSD) for the use of the Riverside Golf Club for community recreational, educational, and athletic purposes, which primarily includes cross-country running. On December 1, 2020, the City approved a Second Amendment to Joint Use Agreement with RUSD extending the term to November 30, 2021. City staff is in the process of working with RUSD for another short-term extension of this agreement.

#### 6.3.6

#### PUBLIC PARTNERSHIP WITH RIVERSIDE UNIFIED SCHOOL DISTRICT (RUSD)

The Specific Plan notes that competitive cross-country running facilities should be integrated into the Northside trail system, linking the NVC to the Ab Brown Sports Complex.

TABLE NO. 5 CENTRAL PARK (AB BROWN SPORTS COMPLEX AND FORMER GOLF COURSE) PROGRAM EIR SUBAREA 8			
Ab Brown Sports Complex (56 acres)	Organized Recreational Facilities		
Former Golf Course (80 acres)	Open Park space with linkages to surrounding uses and trails		

#### OTHER PROPERTIES OF SIGNIFICANCE

Although the properties listed in this section are not located on the sites being offered for sale and are not part of the scope of the project, they are adjacent to or are an integral part of the Northside trail system. The properties are also important touchstones to the community. These properties have either a historical significance or represent places the community has gathered for neighborhood events or sports over the last few decades.

#### 6.4.1

#### TRUJILLO ADOBE

The Trujillo Adobe is located north of Center Avenue near the intersection of Orange Avenue. Trujillo Adobe is a 157-year-old historic landmark. Registered by the State of California as a point of historical interest in 1968, it is one of the oldest remaining structures in the area. Built around 1862, it predates the City of Riverside's establishment. The Trujillo Adobe and the area around it, La Placita de los Trujillos, represent the origins of the Northside and the settlement of the region. It is one of the most significant historical buildings in the Inland Empire and has been preserved to the extent possible. The Adobe and grounds are currently closed to the public because of the condition of the buildings. The main structures are protected from future deterioration by shell structures housing the original buildings.

The Specific Plan envisions the refurbishment of the Adobe, along with the development of a cultural resource center and the foundation for the Trujillo Adobe Heritage Village. In addition to restoring the Adobe and other associated historical buildings, the City's goal is to add a museum and cultural interpretive center that draw on the historical significance of this settlement including the agricultural element. Trujillo Adobe Heritage Village has the potential, when fully renovated, to be a tourist and event destination. In the State budget for FY 2022-23, \$10.4 million is appropriated for the Riverside County Regional Park & Open-Space District to preserve and enhance the historic site, also known as La Placita de los Trujillos, on Center Street.

The Trujillo Adobe is owned by the County of Riverside. It is not in the footprint of the properties offered in this RFP.

#### 6.4.2

#### THE NORTHSIDE AGRICULTURE INNOVATION CENTER

The Northside Agriculture Innovation Center, 7.58 acres located at 895 and 900 Clark Street, is a development project funded in part by a \$3 million-dollar Urban Greening Grant to reduce greenhouse gases. Once completed, it will include walking trails, a community garden, solar greenhouses, community space, and open space and facilities for agriculture workforce training. This property is owned by the City of Riverside but is not within the footprint of the properties offered in this RFP. Congress approved \$1 million, in 2022, to fund a workforce development initiative at the site and awarded the monies to the University of California, Riverside in partnership with the City of Riverside.

#### 6.4.3

#### **REID PARK**

Reid Park is a 42-acre City-owned community park that was expanded in 2007. Reid Park includes a community center, public pool, barbeque and covered picnic facilities, a playground, volleyball, basketball, and tennis courts, as well as baseball, softball, and soccer fields. The City owns and operates the park and facilities. This property is adjacent to the Central Park area but is not part of the Master Developer property footprint.

#### 7. GOVERNING REGULATIONS AND IMPACT FEES

#### 7.1

#### NORTHSIDE SPECIFIC PLAN

The Specific Plan was adopted by the Riverside City Council on November 17, 2020.

#### 7.1.1

#### PLANNING PROCESS

Beginning in the 1960s, the City of Riverside adopted Community Plans for its 26 neighborhoods. A Community Plan for the Northside was prepared and approved in September 1991. This Plan also included Pellissier Ranch in the City of Colton. The community plan focused on improving the overall appearance of the Northside and included goals and guidelines to help shape future development.

The Northside is home to a long-standing homeowners' group, the Northside Improvement Association. Founded in 1912, the association is the oldest neighborhood group in the City and has been an instrumental forum for addressing community concerns and guiding development in the Northside.

In Spring 2016, Our Riverside, Our Neighborhoods (ORON) initiated the community involvement process. Although separate from the Specific Plan, ORON provided community input for the Specific Plan, and was instrumental in shaping the Plan. (The planning process is described in the Specific Plan. A digital copy is attached).

#### 7.1.2

#### GUIDING PRINCIPLES, GOALS AND POLICIES

The Guiding Principles, Goals and Policies provide direction for the Specific Plan. See Specific Plan Section 2.3 for further information on the policies associated with the Goals.

Guiding Principle 1 – Attractive, diverse mix of land uses enhance the existing character of the Northside.

Guiding Principle 2 – Mobility choices enable businesses to thrive and residents to safely access important community assets.

Guiding Principle 3 – New businesses support existing neighborhoods and future residents.

Guiding Principle 4 – The history of the Northside is celebrated and preserved as future projects are proposed.

Guiding Principle 5 – Sustainability drives future development in the Northside.

Guiding Principle 6 – Residents in the Northside neighborhood will help shape its future.

#### 7.1.3

#### PROGRAM ENVIRONMENTAL IMPACT REPORT

A Program Environmental Impact Report (Program EIR) was adopted in conjunction with the Specific Plan on November 17, 2020 (Resolution No. 23648). The Program EIR references the sites by Subareas. Pellissier Ranch is Subarea 1, Central Park which includes the Ab Brown Sports Complex, and the former golf course is Subarea 8, and the NVC is Subarea 9. The maximum capacities for each of the sites is discussed under those sections describing each site.

# 7.1.4

#### TRANSITION ZONE OVERLAY (TZO)

Protecting existing residential neighborhoods is a key goal of the Specific Plan. To accomplish this protection, a Transition Zone Overlay (TZO) has been included in the Specific Plan. The TZO allows existing industrial uses in Riverside to continue to operate and transition over time to residential uses.

In addition to the base land use categories, a Transition Zone Overlay (TZO) covers key areas in the Specific Plan, including Subareas 1 (Pellissier Ranch), 3, 4, 5 and 6 (Figure 2-6, Proposed Specific Plan Land Uses). The TZO overlays approximately 258 acres within the Specific Plan and allows for the existing base designation to be utilized until the Specific Plan designation can be implemented by landowners. The land use designation allows the continuation of existing B/OP uses within the City as existing M-1 uses evolve. Once a property is developed in a manner consistent with the Specific Plan's base zone, the TZO designation will be automatically removed.

In Subareas 3,4,5, and 6, which are adjacent to Central Park and east of Main Street, the Program EIR allows a maximum of 1,807 residential units. (Source: Program EIR, Table 2-3)

#### 7.1.5

#### SURPLUS LAND ACT AB 1486 EXEMPTION

On September 21, 2021, the City Council adopted a resolution declaring the offered properties as "Exempt Surplus Property" pursuant to Assembly Bill 1486 (Council Memorandum attached in the Appendices).¬ Consistent with the SLA and State HCD's SLA Guidelines, the RFP requires that 25% of the total number of units in the Project must be reserved for lower income households. Lower income households are households that earn 30% to 80% of the median income for the county in which the project is located. The RFP's 25% affordability requirement is tied to an exemption within the SLA that avoids the requirement that a public agency disposing of its property must issue a competitive RFP, with all State HCD Housing Sponsors being invited to participate in the RFP process. The exemption also requires the site to (i) be larger than one (1) acre, (ii) include not less than 300 housing units, and (iii) be a "mixed use" development. The lower income units shall have an affordable sales price or an affordable rent, as defined in Sections 50052.5 and 50053 of the Health and Safety Code, for a minimum of 55 years for rental housing, and 45 years for owner-occupied housing. See Government Code section 542219f(1)(F)(ii) for specific references to definitions of income levels for affordable housing sales prices/rentals.

#### 7.1.6

#### **DENSITY BONUS**

The Master Developer is required to build not less than 300 residential units of which 25% shall be reserved for lower-income households (affordable housing) as defined by the State HCD. The affordable housing component entitles the project to exercise the density bonus option as defined in California's Density Bonus Law (California Government Code Sections 65915 – 65918).

City of Riverside Municipal Code, Article VIII, Chapter 19.545 – Density Bonus

Upon the written request of an applicant, the City shall grant a density bonus and at least one additional concession or incentive as set forth in Section 19.545.050 (Incentives, Concessions, and In-Lieu Incentives) to an applicant or developer of a housing development of at least five units for residential construction providing affordable housing as defined in Section 19.545.020 A.1

City of Colton Municipal Code, Title 18, Chapter 18.48.170 – Density Bonus

The density bonus code for the City of Colton provides incentives to produce housing for very low-income, lower-income, moderate income, special needs, and senior households. The State density bonus law shall apply to residential components of a mixed-use project. Eligibility of a project to enter a density bonus agreement and other details are found in Title 18, Chapter 18.48.170 of the City of Colton's Municipal Code.

#### 7.1.7

#### INFRASTRUCTURE - REQUIREMENTS AND ESTIMATED COSTS

Moote Companies (Moote) has prepared Development Budgets (Horizontal Costs) for both the Village Center and Pellissier Ranch. The budgets are based on land use assumptions from the Specific Plan and an analysis conducted by Rick Engineering as part of the Specific Plan. A detailed analysis is found in the Appendices.

#### In summary:

Location		Total Budget	Per Acre	Acres/ gross
Northside Village Center		\$136,530,904	\$3,330,022	41
Pellissier Ranch		\$424,152,257	\$2,268,194	187
	Note: Open space and park improvements are NOT part of this estimate. The estimate includes Land Development Costs associated with Off-Tract expenses, backbone, and In-Tract expenses. Associated Soft Costs (consulting services and bonds and fees) are also included. Proposing Entities should review the detailed schedules found in the Appendix for assumptions used in the analysis.			

### 7.1.8

#### CITY OF RIVERSIDE DEVELOPMENT FEES

Attached (See Appendices) to this RFP are Development Fees required for development within the City (Rev 03/18/2021). All inquiries, including questions regarding development fees and standards must be directed to the Purchasing Department Contact established for this RFP.

#### 7.1.9

#### NORTHSIDE SPECIFIC PLAN COST REIMBURSEMENT PROGRAM

The City engaged Keyser Marston Associates, Inc. (KMA) to prepare a nexus study in support of a reimbursement fee schedule for the cost of preparing the Specific Plan. The KMA analysis evaluated the Subareas that benefit from the land use changes in the Specific Plan. KMA outlined a reasonable methodology for allocation of the proposed fee and determined the maximum supportable fee.

In May 2021, the City Council asked staff for options to establish a Cost Reimbursement Program to recover costs from future development projects within the Specific Plan that benefit from the land use changes.

California Government Code Section 65456 authorizes jurisdictions to impose fees that, taken together, defray but do not exceed, the cost of preparation, adoption, and administration of the Specific Plan. The proposed fee charged is a prorated amount in accordance with the applicant's relative benefit derived from the Specific Plan and summarized below.

TABLE NO. CALCULATION OF MAXIMUM SUPPORTED PROGRAM FEE SOURCE: KMA "NEXUS STUDY – NORTHSIDE SPECIFIC PLAN COST REIMBURSEMENT PROGRAM"		
I. Total Building Area at Build-Out of Specific Plan (1) Adjusted Non-Residential Building Area Adjusted Residential Building Area Adjusted Total Building Area at Build-Out of Specific Plan	16,168,000 SF 7,972,000 SF 24,140,000 SF	
II. Program Costs	\$1,551,612	
III. Maximum Supported Program Fee Non-Residential Residential (2)	\$0.064/SF \$77/unit	
(1) Reflects total build-out of the adopted Specific Plan; does not account for existing built development. (2) Based on 11,724 units at assumed average size of 1,200 gross SF per unit.		

#### 7.1.10

#### FISCAL IMPACT SPECIAL TAXES

Prior to the final approval of a Project plan proposed by the Master Developer, the City will conduct a fiscal impact analysis to ensure that all the City's annual recurring costs necessary to provide municipal services to the Northside Project are fully covered by the revenues generated on behalf of the City by the Project. To the extent that the City's fiscal analysis determines that there is a shortfall in revenues generated by the Project as compared with the City's costs, the City will levy a special tax on development within the Project to eliminate this shortfall as indicated in Section 5 of the Specific Plan. Included within that cost of municipal services attributable to the Project shall be a portion of the recurring annual maintenance costs for the Central Park improvements cited previously in this RFP.

# 8. MASTER DEVELOPER SELECTION PROCESS

The City intends to enter into a Disposition and Development Agreement (DDA) with a Master Developer for the sites being offered. The Master Developer is expected to provide all equity and debt capital required to complete the development component of the Project, including all required on- and off-site improvement costs. The City's fee interest in the sites will not be subordinated to or encumbered by Master Developer financing. Included in the total costs of the development component of the Northside Project will be the City's Pre-Project related expenses, including, but not limited to 1) Planning and Design, 2) CEQA of the City's Project-related expense is anticipated to be \$500,000; the selected Master Developer will be required to deposit that amount into an escrow account. The City will draw on the escrow account for the reimbursement of City expenses. If the account balance dips below \$100,000, the Master Developer will be required to supplement the account up to the maximum amount of \$500,000.

The Community & Economic Development Department, Economic Development Division will manage the selection process. The City is the sole and final decision-maker regarding this selection and reserves the right to reject any or all submissions or proposals. See RFP Sections 9 through 12 for submission terms, conditions, and requirements.

# 9. MASTER DEVELOPER APPLICANTS

Preference, in the selection process, will favor Master Developer applicants who largely meet the criteria described in this RFP. Development experience in California is important. A demonstrated success in dealing with market cycles is critical. Experience of the senior members of the Master Developer team is essential.

#### 9.1

#### PERSONNEL AND TEAM EXPERIENCE

Preference is for teams that have the following:

- Key positions having not less than 10 years of experience in the development industry in senior management positions.
- Key positions having experience in collaborating with public entities.
- Team members that have collaborated on prior projects.
- Demonstrated experience on a large-scale project(s) containing multiple land uses and products.
- Team shall include a qualified affordable housing developer that is registered with the State's Housing and Community Development Department (HCD).

The collective experience of the Master Developer team shall be evaluated based on the principals and lead representatives of each of its members. Of particular importance will be project specific experience in the successful development of a large-scale project in which multifamily products were a significant feature including affordable housing.

#### **ENTITY GUARANTEEING PERFORMANCE**

The entity guaranteeing performance (i.e., which is assumed to be either the lead member of the Master Developer team or a third-party associated with the Master Developer team) must demonstrate the financial capacity appropriate for a long-term project.

#### 9.3

#### FINANCIAL CAPACITY

The proposing applicant should demonstrate the following:

- The capacity to secure equity and debt financing for similarly sized large-scale projects.
- Successful investment in real estate projects over the last 15 years using equity and debt.
- The ability to use short-term unsecured financing for pre-development activities (i.e., equity, LCs, mezz loans, bridge loans).

#### 9.4

#### **DEVELOPMENT EXPERIENCE**

Applicants should demonstrate experience in the following:

- Multifamily
  - Development of not less than 1,200 market rate rental units (apartments and homes)
  - Development of not less than 200 units qualifying as affordable housing for lower-income households as defined by State HCD.
- Mixed-Use Development containing residential and non-residential components.
  - Development of not less than 100,000 SF/gross of community-oriented retail
  - Park Planning and Development
  - Regional Parks and Trail Systems
  - Sports Facilities (non-professional)

#### 9.5

#### PLACEMAKING, PLANNING, AND DESIGN

Applicants should demonstrate the ability to move forward in the pre-development process associated with the planning and design of an infill community using creative approaches and solutions. The placemaking abilities of the Master Developer are critical to the City and the Northside neighborhood.

#### 9.6

#### COMMUNICATION

The applicant should provide evidence of its ability to effectively communicate with the City staff, to establish clear internal lines of responsibility that the City can depend upon during negotiations and project implementation. The Master Developer must also be willing to engage in public outreach efforts to the City and local community. Extensive experience in working with public entities on public/private development projects is required.

# 10. RESPONSE TO RFP BY MASTER DEVELOPER APPLICANTS

Applicants shall provide a digital submission in PDF format comprised of two sections. Section 1 shall contain general qualifications. Section 2 shall contain conceptual plans and the business offer. The submission package must be organized as described under Section 1 (Qualifications) and Section 2 (Concept Plans and Business Offer). Proposals should be straightforward and concise.

#### **SECTION 1 - QUALIFICATIONS**

- Cover Letter
- Statement of Project Understanding and Approach
- Identification of Development Entity
- Statement of Project Experience
- Master Developer Team Members, Roles, and Responsibilities
- Evidence of Financial Capacity including sources of equity and debt
- References
- Statement of Equal Employment Opportunity Policies

All prospective entities will be invited to attend a pre-proposal meeting. Attendance is not mandatory. The time, date, and location of the meeting will be provided at a later date.

#### 10.1.1

#### **COVER LETTER**

The cover letter shall include a brief general statement of intent to confirm that all elements of the RFP have been reviewed and understood. The letter shall include a summary of the Master Developer's qualifications and the willingness to enter into an agreement under the terms and conditions prescribed by this RFP. The letter must identify a single person for contact during the RFP review process. [Limit 1 Page]

#### 10.1.2

#### PROJECT UNDERSTANDING AND APPROACH

Describe your understanding and view of the goals and challenges of the Project and explain how the Master Developer would work with the City to address them. The explanation should acknowledge an affordable housing component, the overall development program, and the planning and design concepts outlined in the Specific Plan. [Limit 1 Page]

#### 10.1.3

#### **DEVELOPMENT ENTITY**

Identify the lead Entity responsible for managing the planning and development process. Identify the entity guaranteeing performance and the relationship of this entity to the managing entity, including the names of its principals or partners. Indicate entities partnering on project components, such as, retail, park and sport park development, affordable housing, and market rate residential including for-sale and/or rental. [Limit 2 Pages]

#### 10.1.4

#### PROJECT EXPERIENCE

Provide relevant qualifications and project specific experience of the principals and lead personnel representing each member of the Master Developer team. Provide relevant project experience for not less than three projects and not more than five. [Limit 10 pages]

Each project listed shall include the following information, if appropriate:

- General Description and location, including name of Master Developer, role of lead team member(s), and those characteristics that were relevant to the Project and how they were addressed.
- Size (acres, density, units, square feet).
- Project cost, including conventional capital and financing sources. List Tax-Exempt or Other Sources of Non-Conventional Financing, if applicable.
- Economic performance (pricing, absorption time, occupancy).
- Timeframe from pre-development to last development phase. Budget and Schedule: The ability of the Master Developer to implement similar projects on time and within budget.
- Partnerships with entities participating in the project including, if appropriate, the affordable housing partners.
- Public Outreach.
- Communication with Staff of Public Entities.
- Challenging Development Conditions.

#### 10.1.5

#### MASTER DEVELOPER MEMBERS, ROLES, AND RESPONSIBILITIES

Identify the key members of the Master Developer for this Project, if appliable, including:

- Master Developer Entity, form of organization
- Entity Guaranteeing Performance
- Partnering Entities, non-lead entities
- Urban/Land Use Planner
- Design Architect (licensed)
- Landscape Architect especially Park Planner (licensed)
- California Civil Engineer (licensed)
- Environmental Consultant
- Property Manager for residential rental products, if any.
- Legal Representation

Provide an organizational chart indicating lines of responsibility. Provide the business names, addresses and phone numbers of the key members of the Master Developer team. Include the names of the principals and lead personnel that will represent each team-member. Describe their roles and responsibilities in relationship to the goals and challenges associated with the intended development program.

Describe the organizational structure of the Master Developer entity and how communication would occur with the City throughout the implementation and on-going management.

#### 10.1.6

#### FINANCIAL CAPACITY

Provide evidence of the Developer's access to the capital resources, both equity and debt, necessary to finance the development of this Project, by identifying the following:

- Identification of sources of equity and debt capital in addition to the financing sources on completed and active projects.
- Describe the Guaranteeing Entity's financial strength. Proof of financial strength may be required at a later date or provided in this response.
- Description of projects currently under development or in the pipeline, including status, development schedule, financing sources (both equity and debt capital).

#### 10.1.7

#### **REFERENCES**

Provide at least three (3) references for each partner of the Master Developer. The references should be conversant with the capabilities and work of the principals or lead personnel representing that member of the Master Developer entity. Include the name, title, entity, address, and telephone number of each reference. [Limit 1 Page]

The City, or its consultants, may, at their discretion, contact references and industry sources, investigate previous projects and current commitments, interview some or all the Master Developer entity members, and take any other information into account in their evaluation of the responses. The City reserves the right to request clarification or additional information from respondents and to request that respondents make presentations to the City as directed.

#### 10.1.8

#### **EQUAL EMPLOYMENT OPPORTUNITY POLICIES**

Provide a description of the EEO policies of the entity and confirmation that member entities comply.

#### SECTION 2 - CONCEPTUAL DESIGN AND BUSINESS PROPOSAL

Applicants will be required to submit a written proposal containing the following:

#### 10.2.1

#### PROJECT DESCRIPTION (SCOPE OF DEVELOPMENT)

Provide a comprehensive narrative description of the Master Developer's proposed Project. The overview will need to discuss the Master Developer's approach and vision for the Project using the Specific Plan and Program EIR as a framework. The narrative must be specific in providing the rationale for the development approach.

#### 10.2.2

#### **CONCEPT PLANS**

- a. Provide conceptual Site Plans for Pellissier Ranch, NVC, Sports Complex, and Central Park. Plans, at a minimum, need to show the location of buildings and parking, identification of uses, exterior dimensions, square footage for non-residential buildings, number of residential units and parking ratios as appropriate. The Central Park area must show the location of open space, trail systems, active sports areas, and sports facilities.
- b. Provide, in a three-dimensional format (Sketch-up or similar software), the proposed development on City-owned sites and the maximum development allowed on adjacent sites (non-City owned) under the Specific Plan. The purpose is to show the massing of the improvements allowed under the Specific Plan at buildout.

#### 10.2.3

#### PHASING (SCHEDULE OF PERFORMANCE)

Identify proposed phasing. The City is concerned about a Master Developer "cherry picking" the site; therefore, the phasing should "balance" improvements on non-revenue sites (e.g., Central Park) with revenue sites (e.g., apartments, townhomes, retail). The balanced approach should, if possible, reflect adjacency. As an example, revenue sites should be developed, where possible, either adjacent to or near non-revenue sites. The phasing and timing of each phase should reflect anticipated absorption by product.

#### 10.2.4

#### **BUSINESS OFFER**

The offer must be separated by phase and the type of acquisition, that is, purchase or lease.

- a. Purchase Price by Phase and Site, show in 2023 dollars. Show future price and lease adjustments for future phases.
- b. Ground Lease by Phase and Site providing the full terms and conditions of the lease including length of lease and lease adjustments.
- c. Profit Participation, if proposed, should be listed by product type with the terms and conditions listed separate from the Purchase Price.
- d. Other direct financial benefits to the City which are not part of the purchase price, lease terms, or profit participation. Do not provide indirect benefits resulting from a multiplier effect unless they are directly tied to an improvement by the Master Developer.

#### 10.2.5

#### FINANCIAL PLAN

- a. Project Proforma provide a comprehensive project proforma shown by phase and rolled up to a summary. The proforma should demonstrate annual performance, by Phase, all revenues, expenses, separating direct costs from indirects, and profit measures (e.g., IRR, NPV, ROI, or other measures used). All assumptions used in the proforma should be provided on a separate worksheet.
- b. Sources and Use of Funds provide the anticipated sources of project funding including all equity sources and debt sources.

#### 10.2.6

#### **RESPONSIBILITES**

- a. Master Developer Master Developer's responsibility for improvements should be clearly stated in a table outlining the responsibilities for onsite and offsite improvements.
- b. City Master Developer's expectations of the City in the development of the project acknowledging the requirements of the Northside Specific Plan.

#### 10.2.7

#### MARKETING PLAN

- a. Proposed approach to establishing a brand based for the Northside. Branding should recognize the early history of the area. Significant elements in shaping the area include the proximity to the Santa Ana River, the Trujillo Adobe, and the agricultural industry. More recently the neighborhood has hosted regional sports events for soccer and cross-country.
- b. Tenanting the Northside Village Center Proposed approach for outreach to potential commercial tenants. A priority for the neighborhood is a grocery store and associated community services for the Village Center.

#### 10.3

#### SCHEDULE FOR MASTER DEVELOPER APPLICANTS

All aspects of the schedule shall be conducted in accordance with the timeline provided in Section 3 of this document including submittal and response to clarifying questions, notification of finalists, interview panel dates and site tour and community meeting. However, the City reserves the right to adjust this schedule with notification as indicated in Section 11.10.

#### 10.3.1

#### PRESENTATION AND INTERVIEW

A presentation and interview will be scheduled for the selected entities based on the submitted response. The City will notify the entities that have been selected for an interview including the time and location. Approximately 45 minutes will be allowed for each Entity; 25 minutes for a presentation by the Entity and 20 minutes for a question-and-answer period. Each Entity will be allowed to bring not more than five team members to the presentation and interview, one of the team members must be the Master Developer representative responsible for managing the team, leading negotiations and responsible for the overall development process. The Master Developer will be required to lead the presentation; other members of the team can participate in the presentation. Applicants will not be allowed to introduce new items or concepts that were not addressed in their written submissions.

#### 10.3.2

#### SITE TOUR AND COMMUNITY INTRODUCTION

All Master Developer team finalists selected through the presentation and interview process will be invited to a mandatory group site tour and informational Project presentation. The tour and meeting will be open to the public and may be attended by members of community organizations, interested residents, interested property owners and members of City boards and commissions. Accommodation will be made for virtual participation if requested. The meeting will begin promptly on the date and time scheduled. No admittance will be allowed once the meeting has begun. Prospective entities not in attendance at this mandatory meeting will not be considered. Questions from potential Master Developer teams may be addressed to City staff or their consultants at this meeting. Questions and responses from this meeting will be summarized in writing and made available to all finalists.

#### 10.4

#### **RANKING**

The City will rank Applicants based on their written proposal and their interview. Rankings will be weighted on the criteria listed below.

a. Experience and Qualifications 40%
b. Scope of Development 30%
c. Business Offer and Financial Plan 30%

#### 10.5

#### **EXCLUSIVE NEGOTIATION AGREEMENT**

The proposal of the selected Master Developer will be presented to the Economic Development, Placemaking, and Branding/Marketing Committee for consideration and recommendation to move forward to the Riverside Public Utilities Board and City Council for consideration. If the selected Master Developer is approved by the City Council, an Exclusive Negotiations Agreement (ENA) will be entered into between the Master Developer and the City. The ENA will establish the terms and conditions for the drafting of a Disposition and Development Agreement (DDA). The Master Developer will be required to provide a good faith deposit of \$500,000 that is refundable if negotiations are not successful. The deposit will fund a portion of City expenses related to the Project as part of the total costs of the Project.

# 11. CITY REQUIREMENTS FOR PROPOSAL SUBMISSION

#### 11.1

#### DELIVERY/SUBMISSION OF PROPOSALS

See Section 3, Schedule of Events for Proposal Due Dates.

All prospective Companies submitting a proposal must upload electronic files containing all proposal and supplementary documents prior to the due date and time as instructed in this solicitation. The final day for receipt of proposals will be as stated in Section 3, Schedule of Events. This time and date are fixed, and extensions will not be granted. All proposals received after the deadline will be rejected and will not receive further consideration. Respondents will receive an email confirmation form the Community & Economic Development Department within 5 business days of the due date.

#### **INQUIRIES**

If prior to the date fixed for submission of Proposals, a prospective Applicant discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP or any of its appendices or exhibits, the Applicant shall immediately notify the City of such error by way of email to request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If an Applicant fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Applicant, or an error that reasonably should have been known to the Applicant, the Applicant shall submit its Proposal at its own risk.

All requests for proposal clarifications, or changes, exceptions, or deviations to the terms and conditions set forth in this RFP must be submitted with the title "Q&A" in accordance with the schedule provided in Section 3, Schedule of Events.

The Final day for receipt of questions from the Proposer shall be as stated in Section 3, Schedule of Events. To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the Northside Plan Website in the Developer's Toolbox. Any communications, whether written or verbal, with any City Councilmember, the Honorable Mayor, or City staff other than the individual indicated herein, prior to award of an Exclusive Negotiation Agreement (ENA) by City Council, is strictly prohibited. Any Proposer who violates this provision shall be immediately disqualified from consideration as a vendor under the terms of this RFP.

#### 11.3

#### COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by an Applicant shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Applicant, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Applicant and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Applicant responding to this RFP. The Applicant responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Applicant.

#### 11.4

#### ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Applicant for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Applicant. Development team members shall appear on only one proposal including Applicants or sub-contractors.

#### WITHDRAWAL OF PROPOSAL

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

#### 11.6

#### **DISCLOSURES**

All proposals must include a response to the Disclosure Questionnaire utilizing the form in Exhibit "B." Please disclose any and all past or current business and personal relationships with any current Riverside elected official, appointed official, City employee, or family member of any current Riverside elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

#### 11.7

#### **EXAMINATION OF RFP**

The Applicant shall carefully examine the RFP and all the sites, if applicable. The submission of a Proposal shall be conclusive evidence that the Applicant has read and understands what is required of the proposal process.

By submitting a Proposal, the Applicant hereby certifies that it has: examined the local conditions, read each and every clause of this RFP and the Northside Specific Plan, and agrees it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the proposal. Should the conditions turn out otherwise than anticipated by it, the Applicant agrees to assume all risks incident thereto.

#### 11.8

#### **ADDENDA**

Any addenda issued during the time of bidding will be acknowledged electronically via the email provided by the Master Developer team and made available to all parties through the Northside Plan Website Developer's Toolbox which also contains background documents and updates.

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records.

The Applicant must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Applicant may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

#### 11.9

#### **GENERAL TERMS AND CONDITIONS**

By submitting a response to the solicitation process, all respondents automatically are bound and agree to the following terms and conditions throughout the process and waive all rights to protest the City's selection process.

#### **EVALUATION AND CANCELLATION OF PROPOSALS**

- 1. The City reserves the right in its sole discretion to amend, withdraw or terminate the solicitation; to reject all responses to this RFP at any time; to issue subsequent solicitations for the same sites or sites, or variations thereof; to modify the selection criteria, or to take other actions should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.
- 2. City reserves the right to modify the response requirements to this solicitation notice, including, without limitation, extending the due date for a response. The City reserves the right to modify, reissue, or cancel in whole or part this solicitation and/or response requirements, timing, arrangement, and method of developer selection throughout the selection process.
- 3. City and its Selection Panel reserve the right to disqualify any development Applicant based on perceived conflict of interest that is disclosed or revealed in the process or by any data available to the City.
- 4. City and its Selection Panel reserve the sole right to judge a respondent's representations, either in written or oral form as to their veracity, substance and relation to the proposed project and solicitation.
- 5. By making a response, the respondent authorizes the City and its Selection Panel, if necessary, to contact individuals and organizations regarding its experience, financial capability and other factors determined by the City important to determining its capability to purchase property, develop, own, and operate in a manner in compliance with the Northside Specific Plan.
- 6. A respondent, by submitting a response, shall have waived all rights to protest or seek legal remedies whatsoever, regarding any aspect of the developer screening process, any Selection Panel or City decision on the selection of the top three most qualified developers, or the City's rejection or disqualification of any respondent.
- 7. Respondents shall respond to this solicitation and any future undertakings related to this solicitation at their own risk and cost. The City will not pay or reimburse respondents for any incurred expenses or precontractual expenses.
- 8. Respondents acknowledge that responses are subject to public inspection under the California Public Records Act unless exempted by law. If the respondent believes that any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its non-disclosure. Notwithstanding that disclaimer, it is the intention of the City to keep all responses confidential until such time as real estate negotiations are successfully concluded for the properties described in this solicitation.
- 9. This solicitation is not a contract or commitment of any kind by the City and does not commit the City to enter into an Exclusive Agreement to Negotiate, Disposition and Development Agreement, purchase and sale agreement, ground lease or any other agreement.
- 10. The content of information on the City's website regarding the Project is not warranted or guaranteed by the City, and respondents are urged to do their own independent investigations and any evaluations they deem advisable. Neither the City, nor its consultants or Selection Panel provides any warranties, guarantees, or assurances in that regard.

After reviewing the RFP submissions, the City intends to invite selected Master Developer teams to the interview process. The City may, at its sole discretion, choose not to proceed with the development of the Project. There is no guarantee the City will decide to move forward with the Project based on the Qualifications submitted. Notwithstanding this waiver, the City appreciates your interest in the Project and looks forward to receiving your Qualifications for this exciting opportunity.

All Proposals shall be reviewed to verify that the Applicant has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

# **EXHIBIT A**

# QUALIFICATIONS STATEMENT/QUESTIONNAIRE

- 1. If your organization is individually owned, answer the following:
- 2. Date of organization:
- 3. Name of owner:
- 4. If the form of your organization is other than those listed above, describe it and name the principals:

# **EXHIBIT B**

# **DISCLOSURE QUESTIONNAIRE**

The Applicant shall complete the following questionnaire:

1.	Has the Applicant, any officer of the Applicant, or any employee of the Applicant who has proprietary interest in the Applicant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?
	Yes No
	If the answer is yes, explain the circumstances in the following space.
2.	Has the Applicant, any officer of the Applicant, or any employee of the Applicant who has proprietary interest in the Applicant, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Applicant?
	Yes No
	If the answer is yes, explain the circumstances in the following space.

# CITY OF RIVERSIDE

# NORTHSIDE RFP DIGITAL DOCUMENTS Available for download on the Northside Website

1.	Northside Neighborhood & Pellissier Ranch Northside Specific Plan (Section 5)
2.	Northside Specific Plan, Draft Program Environmental Impact Report including Appendix to the DEIR (Sections 6.2.3, 6.3.5, 7.1.3)
3.	Surplus Land Act (Section 7.1.5)  a. Adoption Of A Resolution To Declare As Exempt Surplus Property Pursuant To Assembly Bill 1486 - City Council Adopted on September 21, 2021  b. Assembly Bill No. 1486  c. HCD Surplus Land Act Guidelines and FAQ
4.	Affordable Housing - HCD Income Limits -2022, All of California (Section 7.1.5)
5.	Density Bonus (Section 7.1.6)  a. Guide to the California Density Bonus Law, 2023  b. California Government Code Section 65915
6.	City of Riverside – Capital Improvement Plan (CIP) FY 2021-2026
7.	Infrastructure Analysis – Moote Companies, 2022 – (Section 7.1.7)  a. Village Center – Backbone Infrastructure, Preliminary Land Development Cost Estimate (2022)  b. Pellissier Ranch – Backbone Infrastructure, Preliminary Land Development Cost Estimate (2022) –
8.	Fees and Taxes  a. NSP Cost Reimbursement Program (Section 7.1.9)  b. Nexus Study Northside Specific Plan Cost Reimbursement Program – March 16, 2021  c. City of Riverside – Development Fees - 2021 (Section 7.1.8)  d. City of Riverside - Schedule of Fees and Charges - July 1, 2021 (Section 7.1.8)
9.	Water Wells and Location of Access to Wells a. Water Well locations (Section 5.1 and 6.2.4)
10.	Licenses a. W.M.B. Transport, Inc Pellissier Ranch (Section 6.1.3.2) b. Citicasters Company - Pellissier Ranch (Section 6.1.3.3) c. Right of Entry and Temporary Construction Easement with Riverside County Flood Control - Pellissier Ranch (Section 6.1.3.4)
11.	City of Colton (Pellissier Ranch) a. Zoning b. General Plan
12.	Preliminary Title Reports a. Pellissier Ranch
13.	Maps – Location and Land Uses a. 3 Sites - Location of Sites Offered for Sale/Lease b. Northside Area Map c. NSP Land Use Map d. Northside Specific Plan NSP Open Space System Conceptual Plan e. NSP Roadway Network f. NSP Complete Street Key Map g. FEMA Flood Map (Program EIR 3.9.4)