



CITY OF RIVERBANK
**REGULAR CITY COUNCIL AND THE
LOCAL REDEVELOPMENT AUTHORITY MEETINGS**
(The City Council also serves as the LRA Board)
City Hall North • Council Chambers
6707 Third Street • Suite B • Riverbank • CA • 95367

AGENDA

TUESDAY, JULY 25, 2017 – 6:00 P.M.

(THE AGENDA PACKET IS POSTED AT THE CITY CLERK'S OFFICE AND AT WWW.RIVERBANK.ORG)

- CALL TO ORDER:** Mayor/Chair Richard D. O'Brien
- FLAG SALUTE:** Mayor/Chair Richard D. O'Brien
- INVOCATION:** Riverbank Ministerial Association
- ROLL CALL:** Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Leanne Jones Cruz
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 4 Darlene Barber-Martinez
Council/Authority Member Cal Campbell

CHANGES TO THE AGENDA: Mayor/Chair Richard D. O'Brien

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.
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1. PRESENTATIONS

- Item 1.1:** Introduction of Parks and Facilities Supervisor.
- Item 1.2:** 2017 Riverbank Cheese & Wine Exposition Update.

2. 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 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the City Council/LRA Board.

3. 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 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Approval of the June 27, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution** Authorizing the Submittal of the Fiscal Year 2016-2017 Annual Program Income Report for the Community Development Block Grant Program for the Department of Housing and Community Development.

Item 3.D: A **Resolution** Authorizing the Submittal of the 2016-2017 Community Development Block Grant (CDBG) Annual Performance Reports.

Recommendation: It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS There are no items to consider.

6. NEW BUSINESS

Item 6.1: **Designation of Voting Delegate and Alternate(s) to Attend the 2017 League of California Cities Annual Conference** – It is recommended that City Council designate a Voting Delegate and appoint one or two alternates to attend the 2017 League of California Cities Annual Conference on September 13 - 15 in Sacramento to participate in the process of considering issues and taking action on resolutions that establish League policy.

LRA Item 6.2: **A Resolution of the City Council of the City of Riverbank Approving the Economic Development Conveyance Memorandum of Agreement for the Transfer of the Riverbank Army Ammunition Plan from the United States Government to the Riverbank Local Redevelopment Authority** – It is recommended that Riverbank Local Redevelopment Authority (“RLRA”) review and authorize a resolution that executes the Memorandum of Agreement (“MOA”) to the Economic Development Conveyance (“EDC”) application for transfer of the former Riverbank Army Ammunition Plant (“RAAP”) to the City of Riverbank.

7. COMMENTS/REPORTS

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

Item 7.1: Staff

Item 7.2: Council/Authority Member

Item 7.3: Mayor/Chair

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing into Closed Session.

LRA Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
 Government Code Section 54956.8
 Property: APN #062-031-005, 062-031-006, 062-031-007
 Agency Negotiator: Sean Scully, City Manager
 Property Negotiator: U.S. Army

9. REPORT FROM CLOSED SESSION

LRA Item 9.1: Report on Closed Session LRA Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

ADJOURNMENT (The next regular City Council meeting –**Tuesday**, August 8 @ 6:pm)

UPCOMING EVENTS:

City Hall Friday Office Hours	• <u>City Offices are Closed Alternating Fridays</u> - o Friday: July 28 and August 11 – CLOSED - o Friday: July 21 and August 4 – OPEN from 8:00 am to 5:00 p.m.
2017 Canceled Regular City Council Meetings	• <u>City Council voted to cancel the following regular meetings:</u> - o Tuesday, May 23, 2017 - o Tuesday, July 11, 2017 - o Tuesday, December 26, 2017

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted 72 hours prior to the meeting in accordance to the Brown Act.

Posted this 20th day of July, 2017

/s/Annabelle H. Aguilar, CMC, City Clerk /LRA Recorder

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122 or cityclerk@riverbank.org. Notification (72) hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. [28 CFR 35.102-35.104 ADA Title II].

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.

GENERAL INFORMATION

Meeting Schedule	The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Tuesdays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when available, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings	In general, a public hearing is an open consideration within a regular meeting of the City Council or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Televised / Video of Meetings	City Council/LRA meetings are televised on Charter Channel 2 and AT&T Uverse Channel 99. Video of the meeting and the schedule of replays may be seen on the City's website, under the "Action 2" Icon. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
Questions	Contact the City Clerk at (209) 863-7122 or aguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	July 25, 2017
Subject:	Introduction of Parks and Facilities Supervisor
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council receive the introduction of the new Parks and Facilities Supervisor, Ron Werner.

SUMMARY:

Ron Werner was hired by the City of Riverbank as the Parks and Facility Supervisor in May 2017 to fill the position that was held by the former Supervisor, Tim Dowdy.

BACKGROUND:

Ron is from Escalon, California and currently resides in Oakdale, Ca. His wife is a teacher at Cardozo Middle School.

Ron worked for Ceres Unified School District for the last 9 years in the Maintenance Department starting as a grounds keeper and moving up to Maintenance Specialist. Prior to his work with the school district, Ron worked for a Landscaping company in Escalon.

Ron brings with him experience in landscape maintenance and installation as well as experience in facilities construction and repair. Previous and current certifications include ACI concrete field testing technician, Certified Playground Safety Inspector Certificate, DPR pesticide Quality Applicator Certificate, and National Locksmithing Institute Certified Facility Locksmith.

Since his hire date Ron has also successfully completed his Certified Pool Operator Course.

FINANCIAL IMPACT:

There is no financial impact as this is a position already within the budget.

ATTACHMENTS:

There are no attachments for this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.2

SECTION 1: PRESENTATIONS

Meeting Date:	July 25, 2017
Subject:	2017 Riverbank Cheese & Wine Exposition Update
From:	Sean Sully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council receive the 2017 Cheese & Wine Exposition update presented by Chris Ricci.

INTRODUCTION

The City of Riverbank Parks and Recreation Department currently contracts with Chris Ricci Presents, Inc. to coordinate the annual Cheese & Wine Exposition. Chris Ricci will present to the City Council and community a brief update on what to expect this year at the event which is scheduled for October 14th and 15th.

BACKGROUND

This year will be the fourth year that the City has contracted with Chris Ricci Presents, Inc. to implement the Cheese & Wine Exposition. The event has taken place within the City for the past 40 years.

The Riverbank Chamber of Commerce owned the Festival for many years prior to selling the event to the Riverbank Rotary Club. Four years ago, the Rotary Club was no longer able to oversee the event and sold it to the City of Riverbank. The event has been successful over the past few years and it has provided a well-attended event for our downtown area.

EXPECTATIONS FOR THIS YEAR'S EVENT

Additional effort has been placed this year on attracting vendors. New for 2017 will be a "Mod shop Hand Crafted Art and Décor", featuring 22 local artisans and their items that are all locally sourced and created. The vendor coordination this year is being handled by the Parks and Recreation Department and has so far been successful. Our vendor revenue is higher in comparison to last year at this time.

We are increasing our marketing this year to include radio promotion, social media advertising, Modesto Bee advertising and an increase in banners and posters. Chris Ricci is doing well with selling sponsorships as is the City of Riverbank Parks and Recreation Department.

Skateboard Demonstrations will occur both days this year at our skate park. The wine tasting will occur at the Antigua Event Center and one additional music stage will be added at the corner of Stanislaus and Third Street. The Oktoberfest area will be removed to provide an area for the Mod shop Hand Craft Tent.

FINANCIAL IMPACT

For the past four years the event has paid for itself as well as the contract with Chris Ricci Presents, Inc. The goal is for this event to remain self-sufficient with the help of our sponsors and successful event planning.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	July 25 , 2017
Subject:	Waiver of Readings
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of Ordinances and Resolutions, except by title.

SUMMARY

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

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. 3.B**

SECTION 3: CONSENT CALENDAR

Meeting Date:	July 25, 2017
Subject:	Approval of the June 27, 2017, City Council and Local Redevelopment Authority Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council / Local Redevelopment Authority Board approve the City Council /LRA Meeting Minutes as presented.

SUMMARY

The Draft Minutes of the June 27, 2017, regular City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. June 27, 2017, City Council and LRA Minutes



**City of Riverbank
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING**
(The City Council also serves as the LRA Board)

**MINUTES OF
TUESDAY, JUNE 27, 2017**

Verbatim proceedings of the meetings may be viewed on-line or a copy may be provided for a fee.

CALL TO ORDER:

The City Council and Local Redevelopment Authority Board of the City of Riverbank met at 6:00 p.m. on this date at the Riverbank City Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Mayor/Chair Richard D. O'Brien presiding.

FLAG SALUTE: Mayor/Chair Richard D. O'Brien

INVOCATION: Reverend Charles Neal, Riverbank Ministerial Association

ROLL CALL: Mayor/Chair Richard D. O'Brien
Present Vice Mayor/Chair Leanne Jones Cruz
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 4 Darlene Barber-Martinez
Council/Authority Member Cal Campbell

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *Items 6.2 was considered first under New Business Items.*

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.

Councilmember Barber-Martinez, Vice Mayor Jones Cruz, and Mayor O'Brien declared a conflict with Consent Item 5.1B – Crossroads Landscape and Lighting Assessment.

1. PRESENTATIONS *There were no Items to consider.*

2. 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 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the City Council/LRA Board.

No one spoke.

3. 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 otherwise requested by an individual Council/Authority Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Approval of the June 27, 2017, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A Resolution [No. 2017-039] Approving Amendments to the Joint Powers Agreement of the Stanislaus Council of Governments.

Item 3.D: A Resolution [No. 201-040] Appointing Brandon Cody to the City of Riverbank Budget Advisory Committee.

Recommendation: It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

Reference Item 3.D: City Manager Sean Scully clarified that a \$50.00 stipend is paid to Members of the Budget Advisory Committee.

ACTION: By motion moved and seconded (Campbell / Jones Cruz / passed 5-0) to approve Consent Calendar Items 3.A through 3.D as presented; Motion carried by unanimous City Council and LRA Board consensus vote.

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor/Chair O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

4. UNFINISHED BUSINESS *There were no items to consider.*

5. PUBLIC HEARINGS

The public notice for Items 5.1 (A-E) and 5.2 through 5.4, and 5.6 was published in the Riverbank News on June 14, 2017. The Public Notice for Item 5.5 was published in the Modesto Bee on June 15, 2017

Item 5.1: A Resolution for Each Landscape and Lighting District Amending and/or Approving the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2017/2018; and, a Resolution for each Landscape and Lighting District Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2017/2018. The Landscape and Lighting Districts are named as follows:

- 5.1A) Consolidated Landscaping & Lighting District**
- 5.1B) Crossroads Landscaping & Lighting District**
- 5.1C) Ridgewood Place Landscaping & Lighting District**
- 5.1D) River Cove Landscaping & Lighting District**
- 5.1E) Sierra Vista Estates Landscaping & Lighting District**

It is recommended that the City Council conduct the public hearing for each Landscape and Lighting District as listed, and by separate roll call vote, consider the adoption of each District's two corresponding proposed resolutions.

Development Services Administration Manager Kathleen Cleek presented the staff reports for Items 5.1A, C, D, and E for consideration.

Mayor O'Brien opened the public hearing for all four (4) items at 6:10 p.m.; no one spoke, the hearing was closed.

5.1A) Consolidated Landscaping & Lighting District. No change in assessments.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 5-0) to approve Resolution No. 2017-041 and Resolution No. 2017-042 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

5.1C) Ridgewood Place Landscaping & Lighting District. No change in assessments.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 5-0) to approve Resolution No. 2017-045 and Resolution No. 2017-046 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

5.1D) River Cove Landscaping & Lighting District. No change in assessments.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 5-0) to approve Resolution No. 2017-047 and Resolution No. 2017-048 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

5.1E) Sierra Vista Estates Landscaping & Lighting District. No change in assessments.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 5-0) to approve Resolution No. 2017-049 and Resolution No. 2017-050 as presented.*

Motion carried by unanimous City Council roll call vote.

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

5.1B) Crossroads Landscaping & Lighting District. *District Benefit parcel assessments changed to \$17.88, and no assessment changes to Zone 1, 2, and 4.*

Reference Item 5.1B: In regards to the conflict of interest, the same voting selection made at the 06/13/17 meeting was used to consider this public hearing item. Mayor O'Brien and Councilmember Barber-Martinez recused themselves, and exited the chambers at 6:12 p.m.; Vice Mayor Jones Cruz remained to vote and presided over the meeting.

Staff Member Ms. Cleek proceeded to present the staff report. Vice Mayor Jones Cruz opened the public hearing at 6:15; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Campbell / Fosi / passed 3-0) to approve Resolution No. 2017-043 and Resolution No. 2017-044 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Campbell, and Vice Mayor Jones Cruz

NAYS: None / ABSENT: None / ABSTAINED: None

Councilmember Barber-Martinez and Mayor O'Brien returned to the dais at 6:16 p.m.; Mayor O'Brien returned to presiding over the meeting.

Item 5.2: **A Resolution Ordering the Levy and Collection of Assessments within the Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands) for Fiscal Year 2017/2018** – It is recommended that the City Council adopt the proposed Fiscal Year 2017/2018.

Ms. Cleek Reported there were no changes to the assessments.

Mayor O'Brien opened the public hearing at 6:17 p.m.; no one spoke the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Campbell / passed 5-0) to approve Resolution No. 2017-051 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Item 5.3: **A Resolution Ordering the Levy and Collection of Assessments within the Riverbank Storm Drain District No. 05-01 (Sterling Ridge Benefit Assessment District) for Fiscal Year 2017/2018** – It is recommended that the City Council adopt the proposed Resolution for Fiscal Year 2017/2018.

Ms. Cleek Reported there were no changes to the assessments.

Mayor O'Brien opened the public hearing at 6:18 p.m.; no one spoke the hearing was closed.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to approve Resolution No. 2017-052 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Item 5.4: **A Resolution [No. 2017-053] Adopting the Fiscal Year 2017-18 Preliminary Operating Budget** – It is recommended that the City Council consider adopting a Resolution approving the Preliminary Fiscal Year 2017-2018 Annual Operating Budget.

City Manager Sean Scully introduced the item, Assistant City Manager/Finance Director Marisela Garcia presented the budget report.

Mayor O'Brien opened the public hearing at 6:38 p.m.; no one spoke the hearing was closed.

ACTION: *By motion moved and seconded (Jones Cruz / Campbell / passed 5-0) to approve Resolution No. 2017-053 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

Item 5.5: **A Resolution [No. 2017-054] Approving and Adopting a 5-Year Capital Improvement Plan (CIP) for Fiscal Years 2017-2022 for the City of Riverbank** – It is recommended that the City Council review and adopt the 5-Year Capital Improvement Plan (CIP) for Fiscal Years 2017-2022.

Development Services Administration Manager Kathleen Cleek presented the staff report.

Mayor O'Brien opened the public hearing at 6:51 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to approve Resolution No. 2017-054 as presented. Motion carried by unanimous City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

LRA Item 5.6: **A Resolution [No. 2017-004] of the Local Redevelopment Authority Board Approving the LRA Budget for Fiscal Year 2017-2018** - It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) review and adopt the proposed Fiscal Year 2017-2018 LRA Budget.

*LRA Executive Director Debbie Olson presented the budget report.
Chair O'Brien opened the public hearing at 6:57 p.m.; no one spoke, the hearing was closed.*

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez / passed 5-0) to approve LRA Resolution No. 2017-004 as presented. Motion carried by unanimous LRA Board roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, Jones Cruz, and Chair O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

6. NEW BUSINESS

Mayor O'Brien requested to consider Business Item 6.2 at this time; no one objected.

Item 6.1: **Workshop: Cannabis Retail Dispensaries and Cannabis Lab Testing Facilities** – It is recommended that the City Council review the presented information regarding Cannabis Retail Dispensaries and Cannabis Lab Testing facilities and provide direction to staff.

City Manager Sean Scully and Planning and Building Manager Donna Kenney presented the staff report. City Council and Staff discussed the item and options (Option 1: Permit within specified zones under a Development Agreement; Option 2: Permit within specified zones under a Use Permit; and Option 3: Prohibit all zones within the City limits.) were considered.

Councilmember Fosi recommended Option #3 for dispensaries, and testing labs to be in similar nature to commercial labs.

Councilmember Barber-Martinez agreed with Councilmember Fosi's recommendations.

Mayor O'Brien recommended Option #1 for dispensaries; to begin with one (1) dispensary, and the location to be determined by market, and retail in the commercial grow area. Testing facilities, along the lines of commercial grow, with a higher level of regulations for cannabis testing.

Councilmember Campbell recommended Option #1, agreeing with Mayor O'Brien's recommendations.

Vice Mayor Jones Cruz, agreed with the testing enrolled into the commercial area, and favored dispensaries at a central location, however, did not favor the City being too restrictive thereby making business uncompetitive.

The City Council direction and guidance given was for staff to return with a proposed Ordinance presenting it in four (4) separate sections for a vote: Individual Grow, Retail and Dispensary Use, Manufacturing and other associated industrial/cultivation, and Testing; to be public noticed for community input, and for consideration of any amendments.

Item 6.2: **Measure L Citizen Oversight Committee Appointment** – It is recommended that the City Council appoint a citizen from the applicant pool to the Measure L Citizen Oversight Committee.

City Manager Scully presented the staff report. Applicants John Dinan and Cary Pope introduced themselves for consideration to be appointed to the Committee seat.

ACTION: *By motion moved and seconded (O'Brien / Campbell / passed 5-0) to appoint Mr. Cary Pope as Riverbank's Measure L Oversight Committee representative. Motion carried by City Council roll call vote.*

AYES: Fosi, Barber-Martinez, Campbell, and Vice Mayor Jones Cruz

NAYS: Mayor O'Brien / ABSENT: None / ABSTAINED: None

7 COMMENTS/REPORTS

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

Item 7.1: Staff

- *City Manager Scully reported on the status of the environmental document pertaining to the North County Corridor.*
- *Assistant City Manager/Finance Director Marisela Garcia introduced the City's new Accounting Manager Anna Nicholas, and responded to the Mayor's inquiries of when the City would be moving to monthly billing, and returning to water meter readings of actual usage.*

Item 7.2: Council/Authority Member *No reports were made.*

Item 7.3: Mayor/Chair

Mayor/Chair O'Brien commented on coordinating County services, in regards to understanding homeless issues, with the Farmer's Market event.

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing into Closed Session.

Mayor/Chair O'Brien announced the Closed Session Item and opened the Item for public comment; no one spoke. The meetings were recessed and City Council and the LRA Board went into Closed Session at 7:56 p.m.

LRA Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: APN #062-031-005, 062-031-006, 062-031-007
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: U.S. Army

Item 8.2: **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: Sean Scully, City Manager
Employee organizations: Riverbank Miscellaneous Employees
 Riverbank Mid-Management Bargaining Unit

Item 8.3: **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957
Title: City Manager

9. REPORT FROM CLOSED SESSION

Mayor/Chair O'Brien reconvened the meetings at 9:26 p.m.

LRA Item 9.1: Report on Closed Session LRA Item 8.1: **CONFERENCE WITH
REAL PROPERTY NEGOTIATORS**

Chair O'Brien announced that direction was provided to staff.

Item 9.2: Report on Closed Session on Item 8.2: **CONFERENCE WITH LABOR
NEGOTIATORS**

Mayor O'Brien announced that direction was provided to staff.

Item 9.3: Report on Closed Session Item 8.3: **PUBLIC EMPLOYEE
PERFORMANCE EVALUATION: City Manager**

Mayor O'Brien announced that direction and guidance was provided to staff.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 9:27 p.m.

ATTEST: (Adopted 07/25/2017)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date: July 25, 2017

Subject: A **Resolution** Authorizing the Submittal of the Fiscal Year 2016-2017 Annual Program Income Report for the Community Development Block Grant Program for the Department of Housing and Community Development

From: Sean Scully, City Manager

Submitted by: Marisela H. Garcia, Director of Finance
Rosa Casas, Housing Specialist II

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution authorizing the submittal of the Fiscal Year 2016-2017 Program Income Report as required by the Community Development Block Grant Program for the State of California Department of Housing and Community Development.

SUMMARY

Annually the City is required to submit a Program Income Report to the Department of Housing and Community Development for its Community Development Block Grant Program. This report provides information regarding the program income received by the City and any new loans or expenditures made with these funds.

BACKGROUND

Program Income is defined by the Community Development Block Grant (CDBG) management manual as the gross income received by a jurisdiction that is directly generated from the use of CDBG funds. The City of Riverbank has used CDBG funds for the Housing Rehabilitation Program since 1986 and the First Time Homebuyers Program since 2000. The grant funds are issued in the form of loans to the homeowners and any repayments of these loans are considered program income.

The gross income generated by the Community Development Block Grant programs is classified as Program Income which must be tracked and reported to CDBG annually. The Program Income Reuse Plan adopted by the City Council identifies all proposed uses

of the program income received and commits the jurisdiction to comply with all CDBG Program requirements inclusive of all federal requirements.

The Program Income received during the 2016-17 fiscal year has been allocated to the City of Riverbank's Program Reuse Plan which hold the following program options:

- o Housing Rehabilitation RLA
- o Homeownership Assistance RLA
- o Business Assistance RLA
- o Micro-Enterprise Financial Assistance RLA

For the 2016-2017 Fiscal Year, the City received \$204,825 in Program Income funds which were available for our First Time Homebuyers and Housing Rehabilitation Programs. The City will be reporting an amount of \$119,195.00 in Program Income funds as of June 30, 2017. Requirements of the active 2013 CDBG Grant mandate the City to use all program income on its programs prior to requesting any grant funding. Therefore, during the fiscal year, the City will be expending the remainder of the Program Income Funds.

It is recommended that the City Council consider adoption of a Resolution authorizing the submittal of the Annual Program Income Report.

FISCAL IMPACT:

Approval of the Annual Program Income Report has no fiscal impact.

ATTACHMENTS:

1. Resolution
2. Annual CDBG Program Income Report

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE SUBMITTAL OF THE ANNUAL PROGRAM INCOME REPORT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME
REVOLVING LOAN ACCOUNT FUNDS**

WHEREAS , The City Council of the City of Riverbank has received the Annual Program Income Report for review at a regularly scheduled meeting held on July 25, 2017, and;

WHEREAS, The City Council hereby accepts and authorizes the submittal of the Annual Program Income Report for the Revolving Loan Account funds.

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

1. Has reviewed and authorized the Annual Program Income Report for submission; and,
2. Authorizes the City Manager to sign all appropriate documents and submit the Program Income Report to the State of 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 25th day of July, 2017, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Attest:

Annabelle Aguilar, CMC
City Clerk

Approved:

Richard D. O'Brien
Mayor

STATE OF CALIFORNIA
 Community Development Block Grant (CDBG)
 Program Income Report
 Semi-Annual 1 (July 1 - December 31)



Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:	YES	Date:	6/27/2017
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SECTION I PROGRAM INCOME

Do you intend to utilize the 35K rule for this Fiscal Year? ☐ Yes ☒ No	Amount	Beginning PI Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total PI + GA Expenses	Ending PI + GA Balance Available
PROGRAM INCOME Only		\$0	\$73,152	\$1,004	\$74,156	\$74,156	\$0
				Beginning GA Balance	GA Received	Total GA Expense	Total Maximum GA Available
GENERAL ADMINISTRATION Only				\$0	\$12,607	\$12,012	\$595

SECTION II REVOLVING LOAN FUNDS

Do you have an approved HOUSING RLF?	Yes / No	Beginning RLF Balance	RLF Payments Received	RLF Bank Interest Earned	Total RLF Deposit + Interest	Total RLF Expenses	Ending RLF Balance Available
Do you have an approved ED RLF?	Yes / No						
HOUSING Revolving Loan Fund	NO				\$0	\$0	\$0
ECONOMIC DEVELOPMENT Revolving Loan Fund	NO				\$0	\$0	\$0

COMMENTS

PAYMENTS AND EXPENSES ENTERED AT RECONCILIATION OF ACCOUNTS

Need to carry over the Jasso project in the PI & RLF details of Expenditures from 2015/2016 due to ongoing project. Project to be completed and final expenses in semi-annual 2 report.

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:	YES	Date:	6/27/2017
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DETAIL OF TOTAL EXPENDITURES

PI General Administration Detail of Expenditures

Type of Expense	Amount	Type of Expense	Amount	Type of Expense	Amount
OAKDALE LEADER	\$241	SALARY ALLOCATION	\$10,503	COPIER LEASE	\$162
SEEGER'S PRINTING	\$52	STAPLES-OFFICE SUPPLIES	\$100	WARDEN-OFFICE SUPPLIES	\$128
EXPERIAN-CREDIT SERVICE	\$500	MOCAL- PAPER CT.	\$157	USBANK	\$169

PI & RLF Detail of Expenditures

Make sure to bring all non-completed activities from previous FY forward into this FY.

[illegible]

Grantee / Jurisdiction Name: Riverbank, City of	Fiscal Year: 16/17	Revised: YES	Date: 6/27/2017
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Type of PI/RLF Expended	Activity	Owner / Project Name	Project Address	Total PI Activity Expended	Total PI AD Expended	Total PI Activity Previously Expended	Total PI AD Previously Expended	Total PI Expended to date	Project completed?

COMMENTS

Preparer Certification			
This certification indicates that this report is true in all respects. All Program Income expenditures were for <u>CDBG eligible activities</u> that addressed <u>CDBG national objectives</u> and department approval was obtained in advance.			
What is the name of your City, County, or Town CDBG Authorized Representative?			Sean Scully, City Manager
Preparer Name:	Rosa Casas	Phone: 209 863-7126	E-mail Address: rcasas@riverbank.org Date: 6/27/2017
Submit a completed report ELECTRONICALLY to : CDBG.REPORTS@HCD.CA.GOV and cc your Jurisdiction's Authorized Representative			

HCD Representative Certification			
Name of Fiscal Representative: _____		Name of Fiscal Manager _____	
Fiscal Representative Initials: _____	Date: _____	Fiscal Manager Initials _____	Date: _____

STATE OF CALIFORNIA

Community Development Block Grant (CDBG)



Program Income Report

Semi-Annual 2 (January 1 - June 30)

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:		Date:	7/17/2017
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SECTION I PROGRAM INCOME

Do you intend to utilize the 35K rule for this Fiscal Year? ☐ Yes ☒ No	Amount	Amount	Total	Beginning PI Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total PI + GA Expenses	Ending PI + GA Balance Available
	\$0		\$0						
PROGRAM INCOME Only				\$0	\$126,702	\$3,967	\$130,669	\$20,660	\$110,009
						Beginning GA Balance	GA Received	Total GA Expense	Total Maximum GA Available
GENERAL ADMINISTRATION Only						\$595	\$22,214	\$13,622	\$9,187

SECTION II REVOLVING LOAN FUNDS

Do you have an approved HOUSING RLF?	Yes / No	Beginning RLF Balance	RLF Payments Received	RLF Bank Interest Earned	Total RLF Deposit + Interest	Total RLF Expenses	Ending RLF Balance Available
Do you have an approved ED RLF?	Yes / No						
HOUSING Revolving Loan Fund	NO				\$0	\$0	\$0
ECONOMIC DEVELOPMENT Revolving Loan Fund	NO				\$0	\$0	\$0

COMMENTS

Section III DETAIL OF TOTAL EXPENDITURES

DETAIL OF TOTAL EXPENDITURES

Type of Expense	Amount	Type of Expense	Amount	Type of Expense	Amount
USBANK-LEASE	\$169	FIRST AM TITLE-REFUND	\$46	LOAN SERVICING FEES	\$206
STAPLES	\$28	SALARY ALLOCTION	\$12,181	CALIFORNIA AT HOME-STANISLAUS	\$450
EXPERIAN	\$300	MOCAL	\$242		

[illegible]

Grantee / Jurisdiction Name: Riverbank, City of	Fiscal Year: 16/17	Revised:	Date: 7/17/2017
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Type of PI/RLF Expended	Activity	Owner / Project Name	Project Address	Total PI Activity Expended	Total PI AD Expended	Total PI Activity Previously Expended	Total PI AD Previously Expended	Total PI Expended to date	Project completed?

COMMENTS

Preparer Certification			
This certification indicates that this report is true in all respects. All Program Income expenditures were for <u>CDBG eligible activities</u> that addressed <u>CDBG national objectives</u> and department approval was obtained in advance.			
What is the name of your City, County, or Town CDBG Authorized Representative?			
Preparer Name:	Rosa Casas	Phone:	209 863-7126
E-mail Address:	rcasas@riverbank.org		Date:
7/17/2017			
Submit a completed report ELECTRONICALLY to : CDBG.REPORTS@HCD.CA.GOV and cc your Jurisdiction's Authorized Representative			

HCD Representative Certification			
Name of Fiscal Representative: _____		Name of Fiscal Manager _____	
Fiscal Representative Initials: _____	Date: _____	Fiscal Manager Initials _____	Date: _____

STATE OF CALIFORNIA
Community Development Block Grant (CDBG)
Combined Annual Program Income Report

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year: 16/17		Date: 7/17/2017
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	Beginning PI Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total PI + GA Expenses	Ending PI + GA Balance Available
PROGRAM INCOME Only						
Semi-Annual 1	\$0	\$73,152	\$1,004	\$74,156	\$74,156	\$0
Semi-Annual 2	\$0	\$126,702	\$3,967	\$130,669	\$20,660	\$110,009
	Total			\$204,825	\$94,816	\$110,009

	Beginning GA Balance	GA Received	Total GA Expense	Total Maximum GA Available
GENERAL ADMINISTRATION Only				
Semi-Annual 1	\$0	\$12,607	\$12,012	\$595
Semi-Annual 2	\$595	\$22,214	\$13,622	\$9,187
	Total	\$34,820	\$25,634	\$9,186

	Beginning Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total Expenses	Ending Balance Available
HOUSING Revolving Loan Fund						
Semi-Annual 1	\$0	\$0	\$0	\$0	\$0	\$0
Semi-Annual 2	\$0	\$0	\$0	\$0	\$0	\$0
	Total			\$0	\$0	\$0

	Beginning Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total Expenses	Ending Balance Available
ED Revolving Loan Fund						
Semi-Annual 1	\$0	\$0	\$0	\$0	\$0	\$0
Semi-Annual 2	\$0	\$0	\$0	\$0	\$0	\$0
	Total			\$0	\$0	\$0

Total Annual Program Income Received	\$204,825
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RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	July 25, 2017
Subject:	A Resolution Authorizing the Submittal of the 2016-20176 Community Development Block Grant (CDBG) Annual Performance Reports
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Director of Finance Rosa Casas, Housing Specialist II

RECOMMENDATION:

It is recommended that the City Council consider adopting a Resolution authorizing the submittal of the Fiscal Year 2016-17 Community Development Block Grant Annual Performance Reports.

SUMMARY

Annually the City is required to submit an Annual Performance Report to the Department of Housing and Community Development for its Community Development Block Grant Program. This report reports the activity of new loans or expenditures made with CDBG funds.

BACKGROUND

Grantee Performance Reports (GPR) provide information to the Department of Housing and Urban Development in the implementation of performance measures which are recorded in the Integrated Disbursement & Information System (IDIS). The GPR's demonstrate collected information within the past fiscal year on activities funded by open and active Standard Agreements (grant contracts) and/or Program Income accounts.

During the 2016-17 fiscal year, the City had an active grant (13-CDBG-8959) for the Housing Rehabilitation program/ First Time Home Buyers program which expires on September 2018. An addition to the active grant (16-CDBG-11211) for Commercial/Industrial Infrastructure Development which expires October 2019.

Exhibit A, herein attached, reflects this activity occurring within the 2016-17 fiscal year for the 13-CDBG-8959 and 16-CDBG-11211 grants.

The City of Riverbank is responsible for submitting the Program Income GPR for the Revolving Loan Accounts (RLA), which consists of four categories: Housing Preservation (rehabilitation), Housing Acquisition (First Time Home Buyers), Micro-Enterprise, and Economic Development-Business Assistance. The City issued loans through its RLA's for the First-Time Homebuyer Program and its Housing Rehabilitation Loan Program.

Therefore, it is recommended that the City Council consider adoption of a Resolution authorizing the submittal of the Annual Grantee Performance Reports.

FISCAL IMPACT

There is no fiscal impact with the approval of the Annual Grantee Performance Reports.

ATTACHMENTS

1. Resolution
 - A. Annual CDBG Grantee Performance Report

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE SUBMITTAL OF THE 2016-2017 COMMUNITY DEVELOPMENT
BLOCK GRANTEE PERFORMANCE REPORTS**

WHEREAS, The City Council of the City of Riverbank acknowledges that it has received the Grantee Performance Reports at a regularly scheduled Council meeting on July 25, 2017, and

WHEREAS, The City Council hereby accepts and authorizes the submittal of the Annual Grantee Performance Report for the Program Revolving Loan Funds Accounts: Housing Preservation RLA, Housing Acquisition RLA, Public Facility RLA, and Business RLA.

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

1. Has reviewed and authorized the Annual Performance Reports for submission; and,
2. Authorizes the City Manager to sign all appropriate documents and submit the Annual Grantee Performance Report for Program Income to the State of California Department of Housing and Community Development, Community Development Block Grant Program.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of July, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Approved:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment: Annual CDBG Grantee Performance Report



HCD CDBG
State of California

APR Matrix
CDBG Annual Performance Report
Reporting Period July 1, 2016 through June 30, 2017

DUE DATE: Monday, July 31, 2017

FOR CDBG RECIPIENT USE ONLY		FOR HCD USE ONLY			
Revision # Date		CDBG Rep		Manager	
Initials	Date	Initials	Date	Initials	Date

1. CDBG Recipient (CR) / Grantee: <u>Riverbank, City of</u>		5. Contact Information: <u>Rosa Casas</u> <u>City of Riverbank</u> Preparer's Name Organization <u>209 863-7126</u> <u>rcasas@riverbank.org</u> Phone Email Will the same person be preparing <u>all</u> APR forms? <u>No</u>						
2. CDBG Recipient's Address: <u>6707 Third Street</u> <u>Riverbank</u> <u>95367</u> Street City Zip		3. Name of the Administrative Subcontractor (if applicable) <u>N/A</u> 4. Date <u>7/11/2017</u>						
6. Reporting Period: July 1, 2016 through June 30, 2017. Complete and submit all applicable Attachments that are answered with a "Yes." ("Yes" responses will have a bold "x" and be highlighted in green)		Yes/ No	Attachment A Program Income	Attachment B MBE/WBE Report	Attachment C Public Service or Micro TA	Attachment D Relocation	Attachment E Fair Housing Demographic Analysis	Attachment F Section 3
a) Program Income (PI) Has the CR (CDBG Recipient) ever issued loans derived from a CDBG grant or PI funds? Complete CDBG Semi-Annual Program Income Report at: Att A: CDBG Semi-Annual PI Report		Yes	X					
b) Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Did the CR enter into any construction contracts, consultant contracts and/or Subrecipient Agreements during the reporting period?		Yes		X				
c) Public Service or Micro Technical Assistance Accomplishments Did the CR have Public Services and/or Micro TA activities in any open contracts, supplemental activities, and/or Program Income Waiver projects? Complete: C1 for Public Service (LMA & URG) C2 for Public Service (LMC & LMH) C3 for ED Micro TA		Yes			X			
d) Relocation Did the CR assist an activity which included the acquisition, replacement of property, or displacement (relocation) of any person, business, or non-profit organization during the reporting period?		No						
e) Fair Housing Demographic Analysis Did the CR have an active program or public service activity during the reporting period (Housing Rehab (1-4), Housing Rehab (5 or more), Micro, Business Assistance or Public Services)?		Yes					X	
f) Section 3 1) Did the CR have an active contract (including supplementals)? And 2) Did this contract exceed \$200,000? And 3) Did this contract include any of the following activities that involve CONSTRUCTION ? <u>Click on dropdown to show list of activities (for reference only)</u>		Yes						X
7. MBE/WBE & Section 3 Stand-Alone forms for Contractors and Subcontractors Did the CR have any Contractors or Subcontractors that executed contracts during the reporting period (MBE/WBE) and/or had construction or rehabilitation contracts exceeding \$100,000 (Section 3)? No action necessary		No		Attachment B MBE/WBE Stand-Alone				Attachment F Section 3 Stand-Alone

STATE OF CALIFORNIA
 Community Development Block Grant (CDBG)
 Program Income Report
 Semi-Annual 1 (July 1 - December 31)



Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:	YES	Date:	6/27/2017
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SECTION I PROGRAM INCOME

Do you intend to utilize the 35K rule for this Fiscal Year? ☐ Yes ☒ No	Amount	Beginning PI Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total PI + GA Expenses	Ending PI + GA Balance Available
PROGRAM INCOME Only		\$0	\$73,152	\$1,004	\$74,156	\$74,156	\$0
				Beginning GA Balance	GA Received	Total GA Expense	Total Maximum GA Available
GENERAL ADMINISTRATION Only				\$0	\$12,607	\$12,012	\$595

SECTION II REVOLVING LOAN FUNDS

Do you have an approved HOUSING RLF?	Yes / No	Beginning RLF Balance	RLF Payments Received	RLF Bank Interest Earned	Total RLF Deposit + Interest	Total RLF Expenses	Ending RLF Balance Available
Do you have an approved ED RLF?	Yes / No						
HOUSING Revolving Loan Fund	NO				\$0	\$0	\$0
ECONOMIC DEVELOPMENT Revolving Loan Fund	NO				\$0	\$0	\$0

COMMENTS PAYMENTS AND EXPENSES ENTERED AT RECONCILIATION OF ACCOUNTS
 Need to carry over the Jasso project in the PI & RLF details of Expenditures from 2015/2016 due to ongoing project. Project to be completed and final expenses in semi-annual 2 report.

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year: 16/17	Revised: YES	Date: 6/27/2017
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Section III

DETAIL OF TOTAL EXPENDITURES

PI General Administration Detail of Expenditures

Type of Expense	Amount	Type of Expense	Amount	Type of Expense	Amount
OAKDALE LEADER	\$241	SALARY ALLOCATION	\$10,503	COPIER LEASE	\$162
SEEGERS PRINTING	\$52	STAPLES-OFFICE SUPPLIES	\$100	WARDEN-OFFICE SUPPLIES	\$128
EXPERIAN-CREDIT SERVICE	\$500	MOCAL- PAPER CT.	\$157	USBANK	\$169

PI & RLF Detail of Expenditures

Make sure to bring all non-completed activities from previous FY forward into this FY.

[illegible]

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:	YES	Date:	6/27/2017
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Type of PI/RLF Expended	Activity	Owner / Project Name	Project Address	Total PI Activity Expended	Total PI AD Expended	Total PI Activity Previously Expended	Total PI AD Previously Expended	Total PI Expended to date	Project completed?

COMMENTS

Preparer Certification				
This certification indicates that this report is true in all respects. All Program Income expenditures were for <u>CDBG eligible activities</u> that addressed <u>CDBG national objectives</u> and department approval was obtained in advance.				
What is the name of your City, County, or Town CDBG Authorized Representative?			Sean Scully, City Manager	
Preparer Name:	Rosa Casas	Phone:	209 863-7126	E-mail Address: rcasas@riverbank.org Date: 6/27/2017
Submit a completed report ELECTRONICALLY to : CDBG.REPORTS@HCD.CA.GOV and cc your Jurisdiction's Authorized Representative				

HCD Representative Certification			
Name of Fiscal Representative: _____		Name of Fiscal Manager _____	
Fiscal Representative Initials: _____	Date: _____	Fiscal Manager Initials _____	Date: _____

STATE OF CALIFORNIA
Community Development Block Grant (CDBG)
Program Income Report
Semi-Annual 2 (January 1 - June 30)



Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:		Date:	7/17/2017
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SECTION I **PROGRAM INCOME**

Do you intend to utilize the 35K rule for this Fiscal Year?	☐ Yes	Amount	Amount	Total	Beginning PI Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total PI + GA Expenses	Ending PI + GA Balance Available
	☒ No	\$0		\$0						
PROGRAM INCOME Only					\$0	\$126,702	\$3,967	\$130,669	\$20,660	\$110,009
							Beginning GA Balance	GA Received	Total GA Expense	Total Maximum GA Available
GENERAL ADMINISTRATION Only							\$595	\$22,214	\$13,622	\$9,187

SECTION II **REVOLVING LOAN FUNDS**

Do you have an approved HOUSING RLF?	Yes / No	Beginning RLF Balance	RLF Payments Received	RLF Bank Interest Earned	Total RLF Deposit + Interest	Total RLF Expenses	Ending RLF Balance Available
Do you have an approved ED RLF?	Yes / No						
HOUSING Revolving Loan Fund	NO				\$0	\$0	\$0
ECONOMIC DEVELOPMENT Revolving Loan Fund	NO				\$0	\$0	\$0

COMMENTS

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:	Date:	7/17/2017
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Section III

DETAIL OF TOTAL EXPENDITURES

PI General Administration Detail of Expenditures

Type of Expense	Amount	Type of Expense	Amount	Type of Expense	Amount
USBANK-LEASE	\$169	FIRST AM TITLE-REFUND	\$46	LOAN SERVICING FEES	\$206
STAPLES	\$28	SALARY ALLOCTION	\$12,181	CALIFORNIA AT HOME-STANISLAUS	\$450
EXPERIAN	\$300	MOCAL	\$242		

PI & RLF Detail of Expenditures

[illegible]

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year:	16/17	Revised:		Date:	7/17/2017
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Type of PI/RLF Expended	Activity	Owner / Project Name	Project Address	Total PI Activity Expended	Total PI AD Expended	Total PI Activity Previously Expended	Total PI AD Previously Expended	Total PI Expended to date	Project completed?

COMMENTS

Preparer Certification			
This certification indicates that this report is true in all respects. All Program Income expenditures were for CDBG eligible activities that addressed CDBG national objectives and department approval was obtained in advance.			
What is the name of your City, County, or Town CDBG Authorized Representative?			
Preparer Name:	Phone:	E-mail Address:	Date: 7/17/2017
Submit a completed report ELECTRONICALLY to : CDBG.REPORTS@HCD.CA.GOV and cc your Jurisdiction's Authorized Representative			

Name of Fiscal Representative: _____		Name of Fiscal Manager _____	
Fiscal Representative Initials: _____	Date: _____	Fiscal Manager Initials _____	Date: _____

STATE OF CALIFORNIA
Community Development Block Grant (CDBG)
Combined Annual Program Income Report

Grantee / Jurisdiction Name:	Riverbank, City of	Fiscal Year: 16/17		Date: 7/17/2017
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	Beginning PI Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total PI + GA Expenses	Ending PI + GA Balance Available
PROGRAM INCOME Only						
Semi-Annual 1	\$0	\$73,152	\$1,004	\$74,156	\$74,156	\$0
Semi-Annual 2	\$0	\$126,702	\$3,967	\$130,669	\$20,660	\$110,009
	Total			\$204,825	\$94,816	\$110,009

	Beginning GA Balance	GA Received	Total GA Expense	Total Maximum GA Available
GENERAL ADMINISTRATION Only				
Semi-Annual 1	\$0	\$12,607	\$12,012	\$595
Semi-Annual 2	\$595	\$22,214	\$13,622	\$9,187
	Total	\$34,820	\$25,634	\$9,186

	Beginning Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total Expenses	Ending Balance Available
HOUSING Revolving Loan Fund						
Semi-Annual 1	\$0	\$0	\$0	\$0	\$0	\$0
Semi-Annual 2	\$0	\$0	\$0	\$0	\$0	\$0
	Total			\$0	\$0	\$0

	Beginning Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total Expenses	Ending Balance Available
ED Revolving Loan Fund						
Semi-Annual 1	\$0	\$0	\$0	\$0	\$0	\$0
Semi-Annual 2	\$0	\$0	\$0	\$0	\$0	\$0
	Total			\$0	\$0	\$0

Total Annual Program Income Received	\$204,825
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HCD CDBG
State of California

Attachment B - MBE/WBE (for CDBG Recipients only)

CDBG Annual Performance Report
Reporting Period July 1, 2016 through June 30, 2017

FOR CDBG RECIPIENT USE ONLY

Revision #

Date

CDBG Recipient Name: **Riverbank, City of**

Date: **7/11/2017**

Rosa Casas

City of Riverbank

209 863-7126

rcasas@riverbank.org

Preparer's Name

Organization

Phone

Email

Regardless of dollar amount, this form must be completed by all CDBG Recipients to report all contracts and subcontracts executed during the reporting period July 1, 2016 through June 30, 2017. It is also the CDBG Recipient's responsibility to ensure that they collect this information from their Contractors and Subcontractors. **CDBG Recipients must distribute the "Attachment B - Stand-Alone Report" to all Contractors and Subcontractors to report all contracts and subcontracts executed during the reporting period July 1, 2016 through June 30, 2017.** (NOTE: Enter the codes in columns 8 and 9 which indicate the racial/ethnic and gender characteristics of the owner(s) and controller(s). If 51% or more is not owned and controlled by any single racial/ethnic or gender category, enter the code which is most appropriate.)

1. CDBG Standard Agreement Number/ Program Income (PI)	2. Does this Activity involve any Construction ? (Y or N)	3. Total CDBG Standard Agreement Amount (including all activities and admin)	4. Contract or Subcontract Amount* (see note below)	5. Contract or Subcontract Execution Date (mm/dd/yy)	6. Contract Type (Construction or Non- Construction)	7. Trade Code Type	8. Contractor or Subcontractor Business Racial/Ethnic Code	9. Women- Owned Business? (Y or N)	10. Section 3 Business? (Y or N)	11. Contractor (C) or Subcontractor(S) and IRS Employer ID # (EIN)		12. Contractor/Subcontractor Information				
										C or S	EIN (must be 9 digits)	Name	Address	City	State	Zip Code
13-CDBG-8959	Yes	\$1,000,000	\$4,600	04/27/17	1-Construction	2-Substantial Rehabilitation	1-White	No	No	C		Dennings Bros. Drilling CO., Inc.	1930 Ladd Road	Modesto	CA	95356
16-CDBG-11211	Yes	\$902,019	\$355,300	01/12/17	1-Construction	4-Service	1-White	No	No	C	320259337	Applied Power System	5300 Claus Road, Ste. 25	Modesto	CA	95357

*Dollar amount must be listed even if contract is "Based on Performance" or "Estimate."

*Dollar amount must be listed even if contract is "Based on Performance" or "Estimate."

Page 3 of 3



HCD CDBG State
of California

Attachment C1 - Public Service (Low/Moderate Area & Urgent Need)

CDBG Annual Performance Report

Reporting Period July 1, 2016 through June 30, 2017

FOR CDBG RECIPIENT USE ONLY

Revision #

Date

CDBG Recipient: Riverbank, City of

Contract #:

Melissa Holdaway

209 863-8352

mholdaway@riverbanklra.org

Preparer's Name

Phone

Email

Project Name: Public Infrastructure in support of Repsco Inc.

Is the project
completed? No

Completion Date:

IDIS Activity Number:

National Objective LMA - Low/Mod area benefit

Activity Matrix Code: 05H - Employment Training

DIRECT BENEFIT DATA BY PERSONS

Accomplishment Narrative - Information to be updated each year until the project is completed.

Total Persons
Assisted:

How many veterans?

How many disabled?

Number of
Persons

With new or continuing Access to a Service or Benefit

With Improved Access to a Service or Benefit

Received a Service or Benefit that is No Longer Substandard

Jobs Placements

Homeless Persons Given Overnight Shelter

Beds Created in Overnight Shelter or Other Emergency Housing

First-Time Homebuyers

Of the Number of First-Time Homebuyers, Number Receiving Housing Counseling

Down payment Assistance/Closing Costs

Receiving short-term rental assistance (not more than three months)

That were previously homeless

Of those, the number that were chronically homeless

REQUIRED

REQUIRED



HCD CDBG
State of California

Attachment E - CDBG Fair Housing Demographic Analysis

CDBG Annual Performance Report

Reporting Period July 1, 2016 through June 30, 2017



FOR CDBG RECIPIENT USE ONLY

Revision #

Date

Jurisdiction Name Riverbank city

* To report additional activities or areas use "Att E - CDBG Demographic Analysis Stand-Alone" form located at:

Please see Page 3 for instructions.

[AttE-CDBG Demographic Analysis Stand-Alone](#)

Funding Source(s) (Check all that apply)	CDBG Program Activities (1 per form) *	Contract #
☒ CDBG Contract ☐ CDBG P.I. ☐ HOME Contract ☐ HOME P.I. ☐ Other (Specify) 	☐ Housing Rehab (1-4) ☐ Public Services ☐ Micro-Enterprise L/G ☐ Housing Rehab (5 or more) ☒ Business Assistance ☐ Micro-Enterprise TA ☐ Homebuyer Assistance	16-CDBG-11211
Activity Name		Public Infrastructure in support of Repsco Inc.

Geographic Area Riverbank city

Census Data Geographic Area 61068

Total Population 23,310

Ethnic Categories	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
Hispanic or Latino	12,499	53.62%	23	45.10%	8.52%	10	43.48%	10.14%	12	46.15%	7.47%	0	0.00%	0.00%
Not Hispanic or Latino	10,811	46.38%	28	54.90%	8.52%	13	56.52%	10.14%	14	53.85%	7.47%	0	0.00%	0.00%

Racial Categories	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
White	18,302	78.52%	18	66.67%	11.85%	9	69.23%	9.28%	8	61.54%	16.98%			
Black/African American	402	1.72%	2	7.41%	5.68%	0	0.00%	0.00%	2	15.38%	13.66%			
Asian	799	3.43%	2	7.41%	3.98%	2	15.38%	11.96%	0	0.00%	0.00%			
American Indian/Alaskan Native	128	0.55%	1	3.70%	3.15%	0	0.00%	0.00%	1	7.69%	7.14%			
Native Hawaiian/Other Pacifica Isl.	149	0.64%	1	3.70%	3.06%	1	7.69%	7.05%	0	0.00%	0.00%			
Am. Indian/Alaskan Native & White	124	0.53%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%			
Asian & White	284	1.22%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%			
Black/African Am. & White	157	0.67%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%			
Am. Indian/Alaskan & Black/African	24	0.10%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%			
Other Multi-Racial	2,456	10.54%	3	11.11%	0.57%	1	7.69%	2.84%	2	15.38%	4.85%			

Other Demographic Data	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
Female Head of Household	883	3.79%												
Other Head of Household	22,427	96.21%												
Participant Disabled	2,308	9.90%												
Participant Not Disabled	21,002	90.10%												
Veteran	904	3.88%												
Not a Veteran	22,406	96.12%												
Elderly	389	1.67%												
Singe/Non Elderly	831	3.56%												
Related/Single Parent	828	3.55%												
Related Two Parent	2,312	9.92%												
Other	18,950	81.30%												

Questionnaire

Attachment E - CDBG Demographic Analysis

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

If the "Difference" field (page 1) is greater than 10%, field will turn red; please respond to questions below in reference to these numbers. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

2. What reasons have you identified for these low numbers?

3. What actions have you taken to date to correct the reasons for low numbers?

4. What actions do you plan to take in the future to correct these low numbers?

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?

Preparer's Name

Title

Phone

Email

Date



HCD CDBG
State of California

Attachment E - Stand-Alone CDBG Fair Housing Demographic Analysis

CDBG Annual Performance Report

Reporting Period July 1, 2016 through June 30, 2017



7/18/2017

Jurisdiction Name

Fiscal Year

Please see Page 3 for instructions.

Funding Source(s) (Check all that apply) ☒ CDBG Std. Agreement ☒ CDBG P.I. ☐ HOME Std. Agreement ☐ HOME P.I. ☐ Other (Specify)	CDBG Program Activities (1 per form) ☒ Housing Rehab (1-4) ☐ Public Services ☐ Micro-Enterprise L/G ☐ Housing Rehab (5 or more) ☐ Business Assistance ☐ Micro-Enterprise TA ☐ Homebuyer Assistance	Contract # 13-CDBG-8959 Activity Name Housing Rehabilitation Program
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Geographic Area

Census Data Geographic Area Total Population

Ethnic Categories	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
Hispanic or Latino	12,499	53.62%	18	75.00%	21.38%	2	100.00%	46.38%	0	0.00%	0.00%	16	72.73%	19.11%
Not Hispanic or Latino	10,811	46.38%	6	25.00%	21.38%	0	0.00%	46.38%	0	0.00%	0.00%	6	27.27%	19.11%

Racial Categories	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
White	18,302	78.52%	10	47.62%	30.90%	0	0.00%	0.00%	0	0.00%	0.00%	10	100.00%	21.48%
Black/African American	402	1.72%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Asian	799	3.43%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
American Indian/Alaskan Native	128	0.55%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Native Hawaiian/Other Pacifica Isl.	149	0.64%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Am. Indian/Alaskan Native & White	124	0.53%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Asian & White	284	1.22%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Black/African Am. & White	157	0.67%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Am. Indian/Alaskan & Black/African	24	0.10%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Other Multi-Racial	2,456	10.54%	11	52.38%	41.84%	2	100.00%	89.46%	0	0.00%	0.00%	9	100.00%	89.46%

Other Demographic Data	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
Female Head of Household	883	3.79%	5	62.50%	58.71%	0	0.00%	0.00%	0	0.00%	0.00%	5	71.43%	67.64%
Other Head of Household	22,427	96.21%	3	37.5%	58.71%	1	100.00%	3.79%	0			2	28.57%	67.64%
Participant Disabled	2,308	9.90%	4	50.00%	40.10%	0	0.00%	0.00%	0	0.00%	0.00%	4	50.00%	40.10%
Participant Not Disabled	21,002	90.10%	4	50.00%	40.10%	0			0			4	50.00%	40.10%
Veteran	904	3.88%	0	#DIV/0!	#DIV/0!	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Not a Veteran	22,406	96.12%	0			0			0			0		
Elderly	389	1.67%	4	50.00%	48.33%	2	100.00%	98.33%	0	0.00%	0.00%	2	33.33%	31.66%
Singe/Non Elderly	831	3.56%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Related/Single Parent	828	3.55%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Related Two Parent	2,312	9.92%	4	50.00%	40.08%	0	0.00%	0.00%	0	0.00%	0.00%	4	66.67%	56.75%
Other	18,950	81.30%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%

Questionnaire

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

If the "Difference" field (page 1) is greater than 10%, field will turn red; please respond to questions below in reference to these numbers. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

Survey being used at time of application process has been modified to reflect additional categories.

2. What reasons have you identified for these low numbers?

Not sure why numbers are low.

3. What actions have you taken to date to correct the reasons for low numbers?

Annual public notice is issued at community location and through local newspaper.

4. What actions do you plan to take in the future to correct these low numbers?

Continue to inform the public with available funding.

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?

Yes, staff monitor demographic data.

Prepared By: Name

Rosa Casas

Title

Housing Specialist

Telephone Number

209 893-7126

e-mail Address

rcasas@riverbank.org

Date

July 13, 2017



HCD CDBG
State of California

Attachment E - Stand-Alone CDBG Fair Housing Demographic Analysis

CDBG Annual Performance Report

Reporting Period July 1, 2016 through June 30, 2017



7/18/2017

Jurisdiction Name

Fiscal Year

Please see Page 3 for instructions.

Funding Source(s) (Check all that apply) ☒ CDBG Contract ☒ HOME Std. Agreement ☐ Other (Specify)	CDBG Program Activities (1 per form) ☐ Housing Rehab (1-4) ☐ Housing Rehab (5 or more) ☒ Homebuyer Assistance	☐ Public Services ☐ Business Assistance	☐ Micro-Enterprise L/G ☐ Micro-Enterprise TA	Contract # 13-CDBG-8959 Activity Name First Time Home Buyers
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Geographic Area	Riverbank city		Census Data Geographic Area	61068	Total Population	23,310
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Ethnic Categories	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
Hispanic or Latino	12,499	53.62%	271	85.49%	31.87%	5	38.46%	15.16%	14	70.00%	16.38%	222	87.40%	33.78%
Not Hispanic or Latino	10,811	46.38%	46	14.51%	31.87%	8	61.54%	15.16%	6	30.00%	16.38%	32	12.60%	33.78%

Racial Categories	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
White	18,302	78.52%	122	38.85%	39.66%	5	38.46%	40.05%	3	15.00%	63.52%	114	76.00%	2.52%
Black/African American	402	1.72%	10	3.18%	1.46%	0	0.00%	0.00%	0	0.00%	0.00%	10	6.67%	4.94%
Asian	799	3.43%	10	3.18%	0.24%	0	0.00%	0.00%	0	0.00%	0.00%	10	6.67%	3.24%
American Indian/Alaskan Native	128	0.55%	14	4.46%	3.91%	0	0.00%	0.00%	0	0.00%	0.00%	14	9.33%	8.78%
Native Hawaiian/Other Pacifica Isl.	149	0.64%	2	0.64%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	2	1.33%	0.69%
Am. Indian/Alaskan Native & White	124	0.53%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Asian & White	284	1.22%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Black/African Am. & White	157	0.67%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Am. Indian/Alaskan & Black/African	24	0.10%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Other Multi-Racial	2,456	10.54%	156	49.68%	39.15%	8	61.54%	51.00%	17	85.00%	74.46%	131	98.50%	87.96%

Other Demographic Data	Census		Applicants			Beneficiaries			Rejected/Withdrawn Applicants			Waiting List		
	#	%	#	%	Difference	#	%	Difference	#	%	Difference	#	%	Difference
Female Head of Household	883	3.79%	43	49.43%	45.64%	2	66.67%	62.88%	3	50.00%	46.21%	38	48.72%	44.93%
Other Head of Household	22,427	96.21%	44	50.6%	45.64%	1	33.33%	62.88%	3	50.00%	46.21%	40	51.28%	44.93%
Participant Disabled	2,308	9.90%	16	18.39%	8.49%	11	84.62%	74.71%	0	0.00%	0.00%	6	8.70%	1.21%
Participant Not Disabled	21,002	90.10%	71	81.61%	8.49%	2	15.38%	74.71%	6	100.00%	9.90%	63	91.30%	1.21%
Veteran	904	3.88%	0	#DIV/0!	#DIV/0!	0	0.00%	0.00%	0	#DIV/0!	#DIV/0!	0	0.00%	0.00%
Not a Veteran	22,406	96.12%	0			0			0			0		
Elderly	389	1.67%	5	5.75%	4.08%	2	15.38%	13.72%	0	0.00%	0.00%	3	4.41%	2.74%
Singe/Non Elderly	831	3.56%	5	5.75%	2.18%	0	0.00%	0.00%	0	0.00%	0.00%	5	7.35%	3.79%
Related/Single Parent	828	3.55%	20	22.99%	19.44%	1	7.69%	4.14%	2	33.33%	29.78%	17	25.00%	21.45%
Related Two Parent	2,312	9.92%	48	55.17%	45.25%	2	15.38%	5.47%	4	66.67%	56.75%	42	61.76%	51.85%
Other	18,950	81.30%	9	10.34%	70.95%	8	61.54%	19.76%	0	0.00%	0.00%	1	1.47%	79.82%

Questionnaire

HUD has defined "impediments to fair housing choice" to include specific actions as well as the lack of actions as follows:

- Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices; and
- Any action, omissions, or decisions which have the *affect* of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

In its simplest form, a study of Fair Housing barriers addresses the question: Do all residents and potential residents of this Jurisdiction have equal access to housing regardless of their race, color, religion (creed), sex, disability, familial status, age, or national origin? if not, why?

If the "Difference" field (page 1) is greater than 10%, field will turn red; please respond to questions below in reference to these numbers. Attach additional pages if necessary.

1. Does any of the demographic data show low representation of any protected groups in either your applicants, beneficiaries, rejected applicants or waiting list?

City will incorporate vertern or non on application survey. Staff will conduct research and outreach.

2. What reasons have you identified for these low numbers?

Addition outreach and community education will be attempted.

3. What actions have you taken to date to correct the reasons for low numbers?

program are available on city website and outreach have been completed with local churches.

4. What actions do you plan to take in the future to correct these low numbers?

Community notification, outreach and websites will be used to promote current programs.

5. Has your organization set up and maintained records reflecting the study and actions taken? If no, why not?

yes, survey response sheet are kept on file.

Prepared By: Name

Rosa Casas

Title

Housing Specialist

Telephone Number

209 863-7126

e-mail Address

rcasas@riverbank.org

Date

July 13, 2017

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	June 27, 2017
Subject:	Designation of Voting Delegate and Alternate(s) to Attend the 2017 League of California Cities Annual Conference
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, Sr. Management Analyst/City Clerk

RECOMMENDATION

It is recommended that City Council designate a Voting Delegate and appoint one or two alternates to attend the 2017 League of California Cities Annual Conference on September 13 - 15 in Sacramento to participate in the process of considering issues and taking action on resolutions that establish League policy.

SUMMARY

Annually, the League of California Cities requests that the City Council take action in order to participate in the Annual Business Meeting by designating a Voting Delegate and appointing one or two alternates, of which only one alternate may vote in the event that the Voting Delegate is unable to serve in his/her capacity. Participation in the annual meeting ensures an opportunity for city officials to initiate and influence policy decisions by considering and voting on resolutions that establish League policy.

This year's annual conference is scheduled to begin Wednesday, September 13 and end on Friday, September 15, in Sacramento. Voting delegates and alternates must be registered to attend the conference. The resolutions for the City Council to consider will be presented upon receipt to determine the City's position to each one, and to have the designated Voting Delegate or alternate represent the City's position accordingly. The selected Voting Delegate and alternate(s) will be reported to the League per their request.

FINANCIAL IMPACT

Conference registration can be made for the full three days or only one day (Friday only for the Annual Business Meeting to vote). Registration is approximately \$525 - \$575 (full session); \$300 (Friday only), plus Travel and accommodations.

ATTACHMENTS

There are no attachments to this report.

**RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.2**

SECTION 6: NEW BUSINESS

Meeting Date:	July 25, 2017
Subject/ Title:	A Resolution of the City Council of the City of Riverbank Approving the Economic Development Conveyance Memorandum of Agreement for the Transfer of the Riverbank Army Ammunition Plan from the United States Government to the Riverbank Local Redevelopment Authority
From:	Sean Scully, City Manager
Submitted by:	Debbie Olson, Executive Director Riverbank Local Redevelopment Authority

RECOMMENDATION

It is recommended that Riverbank Local Redevelopment Authority (“RLRA”) review and authorize a resolution that executes the Memorandum of Agreement (“MOA”) to the Economic Development Conveyance (“EDC”) application for transfer of the former Riverbank Army Ammunition Plant (“RAAP”) to the City of Riverbank.

SUMMARY

The proposed resolution would authorize the City Manager and/or the Mayor to execute and perform, upon approval of the RLRA Board of Directors, the EDC MOA between the RLRA and the US Army.

Discussion

The EDC MOA is a critical enabling document allowing the transfer and further facilitating the ongoing redevelopment of the former military site. The EDC MOA establishes the terms, conditions and schedule governing the transfer of title of the former RAAP property, excluding property to be retained by the US Army.

Background

In 2005, the Defense Base Closure Commission recommended the closure of the Riverbank Army Ammunition Plant. This recommendation became law when Congress did not overturn the recommendation.

In 2006, the Riverbank Local Redevelopment Authority was formed to serve as a single entity responsible for the decisions regarding reuse and development of the property.

In October 2008, the City of Riverbank adopted the Reuse Plan for the conversion of the former military site to civilian use. The Reuse Plan and Homeless Submission were forwarded to the U.S. Army and to the Department of Housing and Urban Development ("HUD") for review and approval in November 2008.

In March 2009, the RLRA received HUD approval of the Reuse Plan and Homeless Submission, and formal recognition from the Department of Defense ("DoD") of the City as an Implementing Local Redevelopment Authority. This designation authorizes the RLRA to implement the Reuse Plan's guidance for successful reuse of the property.

The LRA submitted an EDC application for approval to the Army in May 2010. The RLRA received a letter dated December 2012 from the Army and concurrence from the Office of the Secretary of Defense on February 12, 2013, authorizing the use of an Economic Development Conveyance for the transfer of RAAP.

An economic development conveyance memorandum of understanding ("EDC MOA") was negotiated to articulate the details and intent of the business deal between the Army and the RLRA. The EDC MOA defines certain rights and obligations of the RLRA and the Army and identifies the requirements, restrictions, reservations, conditions, exceptions and procedures for execution.

Key Terms set forth in the MOA include:

- City agreement to implement the Reuse Plan.
- Army agreement to convey portions of the RBAAP to the City.
- City acceptance of the property "AS IS," and "WHERE IS" subject to warranty and indemnity addressing environmental issues arising from pre-transfer conditions.
- City acceptance of deeds with existing easements.
- City acceptance of deed restrictions and institutional controls and conditions necessary to ensure the health, welfare and safety of the public or protection of the environment.
- No monetary consideration paid by the RLRA to the Army for the Army's conveyance of the property.
- Proceeds from any sale or lease by the RLRA during the first seven (7) years after the last property transfer shall be reinvested back into the property or in support of economic redevelopment related activities on the site.
- Submission of yearly financial statements covering the use of proceeds from the property.

Upon execution of the MOA:

- Army will convey within 90 days the approximately 27.66 acres of undeveloped property located on the northern endcap of the site (also known as Parcel B).
- Army will provide bills-of-sale for all Associated Personal Property, Storm Water Management Facilities and Utilities, and certain Described Salvage Material.
- Army will convey the Main Base (also known as Parcel A) and the Northwest Storm Water Reservoir Parcel, following the completion of certain environmental activities within 90 days after the earlier of (i) Army execution of a Finding of Suitability to Transfer, or (ii) approval of a CERCLA Covenant Deferral by EPA, with the concurrence of the Governor of California.

- The existing Lease on the Property will remain in effect with regard to that Property not conveyed to the City.

FINANCIAL IMPACT

Financial impacts to the General Fund are unknown at this time. Within 90 days of the execution of the MOA, the RLRA will receive the deed to 27.6 acres and the bills of sale for most of the remaining Army surplus personal property and for the intangible personal property. The value of these items in total is unknown at this time but is expected to provide some associated financial gain with which to fund ongoing economic development activities at the former RAAP.

Additionally, once the property is transferred, financial support from the Army and other associated granting agencies will cease (e.g., OEA grants, Caretaker Revenue, etc.). This will require the use of site revenues to fund the LRA's staff and activities and would reduce contributions to capital improvement and economic development activities by about \$400,000 per FY. This amount may be reduced by the administration fees received by the LRA for the management of ongoing grants that will continue to fund projects at the LRA (e.g., ESCA, CDBG, etc).

ALIGNMENT WITH THE STRATEGIC PLAN

This aligns with the City's Strategic Plan in that it provides transparency, accountability and open communication with the public regarding a key City project.

ATTACHMENTS

- | | |
|-----------|--|
| Exhibit A | Economic Development Conveyance Memorandum of Agreement Document – this document contains the business and real estate deal points affecting the transfer the former Riverbank Army Ammunition Plant from the US Army to the City of Riverbank |
| Exhibit B | Proposed City Council Resolution authorizing the Mayor to execute the EDC MOA on behalf of the LRA Board of Directors |

AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF THE ARMY

AND

THE CITY OF RIVERBANK

FOR

THE ECONOMIC DEVELOPMENT CONVEYANCE

OF

THE FORMER RIVERBANK ARMY AMMUNITION PLANT

LOCATED IN

RIVERBANK, STANISLAUS COUNTY, CA

TABLE OF CONTENTS

Article 1.	Definitions.....	5
Article 2.	Agreement to Acquire and Convey.....	6
Article 3.	Transfer of Title.....	7
Article 4.	Settlement Closing Costs and Recordation.....	7
Article 5.	Reinvestment Requirements.....	8
Article 6.	Interest, Penalties and Administrative Costs.....	11
Article 7.	Maintenance and Utility Systems.....	12
Article 8.	Risk of Loss.....	12
Article 9.	Environmental Provisions.....	13
Article 10.	Default and Termination.....	14
Article 11.	Notices.....	15
Article 12.	Non-Discrimination.....	16
Article 13.	Dispute Resolution.....	16
Article 14.	Severability.....	17
Article 15.	Anti-Deficiency Act.....	17
Article 16.	Authority Representations.....	17
Article 17.	As-Is Condition.....	17
Article 18.	Merger.....	18
Article 19.	Amendment.....	19
Article 20.	Waiver.....	19
Article 21.	Covenant Against Contingent Fees.....	19
Article 22.	Officials Not to Benefit.....	19
Article 23.	No Partnership or Joint Venture.....	19
Article 24.	Headings.....	19
Article 25.	Assignment.....	20
Article 26.	Counterparts.....	20
Article 27.	Governing Law.....	20
Article 28.	Reservation of Rights, Jurisdiction and Venue.....	20
Article 29.	Survival.....	20

List of Exhibits

Exhibit A – Legal Descriptions of Real Property (Parcels A, B and Northwest Storm Water Reservoir Parcel)

Exhibit A-1 – Parcel Map and Holdback Area

Exhibit B – Description of Personal Property

Exhibit C – Parcel B Draft Quitclaim Deed

Exhibit D – Bills of Sale:

Exhibit D-1 – Bill of Sale for Associated Personal Property

Exhibit D-2 – Bill of Sale for Portions of Rail Line Property

Exhibit D-3 – Bill of Sale for Storm Water Management Facilities and Utilities on Public Sale Parcels

Exhibit D-4 – Bill of Sale for Certain Described Salvage Material

Exhibit E – Existing Utility and Road Easements

Exhibit E-1 – Access Easement for Storm Water Management Facilities and Utilities on Public Sale Parcels

Exhibit F – License Benefiting Public Sale Parcels 2/2A

Exhibit G – Army – RLRA Lease

Exhibit H – Financial Statement Format

**AGREEMENT
BETWEEN

UNITED STATES DEPARTMENT OF THE ARMY
AND
THE CITY OF RIVERBANK
FOR
THE ECONOMIC DEVELOPMENT CONVEYANCE
OF
THE FORMER RIVERBANK ARMY AMMUNITION PLANT
LOCATED IN
RIVERBANK, STANISLAUS COUNTY, CA**

THIS AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____ 2017 (Effective Date) by and between the Department of the Army (“Army”), acting by and through the **Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships)**, and the **City of Riverbank, California** (“City”), whose mailing address is 6707 3rd Street, Riverbank, CA 95367-2305, acting in its capacity as the designated Local Redevelopment Authority, individually each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the United States of America is the owner of certain real property, together with certain personal property located thereon and associated therewith, in the City of Riverbank, Stanislaus County, California, commonly referred to as the former Riverbank Army Ammunition Plant (“Installation” or “RBAAP”); and

WHEREAS, the Installation was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX Public Law 101-510; 10 U.S.C. § 2687 note) as amended (“Act”); and

WHEREAS, the City is recognized by the Department of Defense, Office of Economic Adjustment, as the entity responsible for the economic redevelopment of the Installation, for oversight and implementing the civilian reuse of the former RBAAP in accordance with the *Riverbank Army Ammunition Plant Reuse Plan* (Reuse Plan) dated 30 October 2008; and

WHEREAS, the Reuse Plan was determined by the U. S. Department of Housing and Urban Development on March 13, 2009 to be in compliance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, 10 U.S.C. § 2687 note, as amended, and its implementing regulations at 24 C.F.R. Part 586; and

WHEREAS, the City has submitted an application to the Army to acquire a portion of the real and personal property comprising the RBAAP by means of an economic development conveyance ("EDC") without monetary consideration, in accordance with the Act; and

WHEREAS, the Army, as authorized by the Act and implementing regulations, has determined that the City's EDC application meets the regulatory criteria for an EDC necessary to allow the Army to transfer certain real and personal property at RBAAP to the City without monetary consideration and approved the said EDC application by letter dated [date], with Department of Defense concurrence;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings, unless otherwise expressly stated:

"Act" shall mean the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended.

"Agreement" shall mean this agreement and the exhibits attached hereto.

"Army" shall mean the Department of the Army acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships).

"Associated Personal Property" shall mean the personal property of the United States of America, previously located on the Property, which was an integral part of, related to, designed for, or specially adapted to the functional use of the said real property.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.).

"CERCLA Covenant Deferral" shall mean the determination, in accordance with § 120(h)(3)(C) of CERCLA, by the Environmental Protection Agency (EPA), with the concurrence of the California Governor, to defer the requirement under § 120(h)(3)(A)(ii)(I) of CERCLA with respect to the property following a request by the Army to EPA and the California Governor. The Army's request will be based upon a Finding of Suitability for Early Transfer (FOSET). The deferral will be based upon a finding that the property is suitable for the use intended by the transferee; the intended use is consistent with protection of human health and the environment; and transfer of the property will not substantially delay any necessary response action. A CERCLA Covenant Deferral also demonstrates that the deed proposed

to govern the transfer between the United States and the transferee of the property contains the appropriate response action assurances specified in § 120(h)(3)(C)(ii) of CERCLA.

“City” shall mean the City of Riverbank or Riverbank Local Redevelopment Authority (RLRA), whose mailing address is 5300 Claus Road, Suite 1, Riverbank, California 95367.

“Economic Development Conveyance” or **“EDC”** shall mean a conveyance of the real and personal property by the Army to the City for purposes of job generation as authorized by 2905(b)(4) of the Act and implementing regulations at 32 C.F.R. § 174.9.

“Finding of Suitability to Transfer” or **“FOST”** shall mean the document, including any amendments thereto, required by Army Regulation 200-1 evidencing the Army’s determination that the real and related personal property is environmentally suitable for transfer by deed under CERCLA § 120(h). A FOST must demonstrate that either the property is uncontaminated or that all necessary remediation has been taken before the date of transfer.

“Finding of Suitability for Early Transfer” or **“FOSET”** shall mean the Army determination documenting, with public notice, that the real property identified in the FOSET is suitable for early transfer under CERCLA for the use intended by the transferee prior to the completion of all necessary environmental remediation, the intended use is consistent with protection of human health and the environment and deferral and transfer of the property will not substantially delay the necessary response actions at the property. A FOSET must demonstrate that the deed or other agreement proposed to govern the transfer between the United States and the transferee of the property contains the appropriate response action assurances specified in § 120(h)(3)(C)(ii) of CERCLA.

“Lease” shall mean Army lease number DACA05-1-16-516, as amended.

“Property” shall mean Parcel A (also known as “the Main Plant Site”), Parcel B, and the Northwest Storm Water Reservoir Parcel comprising approximately 105.32 acres, together with all improvements, structures, appurtenances, and utility systems located thereon, more particularly described in **Exhibit A** hereto and depicted on the map at **Exhibit A-1**.

“Related Personal Property” shall mean the personal property of the United States of America, located on the Property, that is an integral part of, related to, designed for, or specially adapted to the functional use of the said real property, the removal of which would significantly diminish the economic value of the said real property, as more particularly described in **Exhibit B** hereto.

“Public Sale Parcels” shall mean Parcels 1, 1a, 2, 2a, and 4 at the RBAAP,

containing approximately 63.40 acres in total that the Army intends to dispose of through a competitive sale process, as depicted on Exhibit A-1.

“Reinvestment Period” shall mean the period beginning on the closing date on which a parcel of the Real Property is first conveyed by the Army to the City and ending seven years following the closing date of the last conveyance.

ARTICLE 2. AGREEMENT TO ACQUIRE AND CONVEY

2.01. The Army agrees to convey to the City and the City agrees to accept the conveyance of the Property and Related Personal Property by quitclaim deeds without monetary consideration pursuant to the terms of this Agreement. The portion of the Property described as Parcel B and the Related Personal Property shall be conveyed by the Quitclaim Deed substantially in the form set forth in **Exhibit C – Parcel B Draft Quitclaim Deed**, attached hereto and made a part hereof.

2.02. The Army agrees to convey the Associated Personal Property, and the City agrees to accept the conveyance of the Associated Personal Property, by bill of sale, without monetary consideration, pursuant to the terms of this Agreement. The bill of sale for the Associated Personal Property shall be substantially in the form of the draft instrument set forth in **Exhibit D-1 – Bill of Sale for Associated Personal Property**, attached hereto and made a part hereof. The Army shall convey the Associated Personal Property concurrent with the conveyance of Parcel B to the City.

2.03. The conveyance of the Property to the City shall be subject to the following:

- a. All valid and existing easements and rights-of-way including, but not limited to, the easements for utility and road purposes listed in **“Exhibit E – Existing Utility and Road Easements,”** and
- b. A non-exclusive license benefitting parcels 2/2A for access across Parcel A as listed in **Exhibit F - License Benefiting Public Sale Parcels 2/2A.**

2.04. The Army shall provide access rights to the City, concurrent with conveyance of Parcel B, for the use of existing roads and utilities as more particularly described in **“Exhibit E-1 – Utilities and Access Rights to be Conveyed to City on Public Sale Parcels.”**

2.05. The Army agrees to cooperate with City efforts to obtain any governmental permits and approvals related to, and necessary for, the Army's conveyance of the Real Property and the City's economic redevelopment of the Property. All costs and expenses associated with obtaining such permits and approvals shall be the sole responsibility of the City.

2.06. The City shall fully cooperate with the Army marketing and sale of the Public Sale parcels.

2.07. The Army agrees to cooperate with the City in the transfer of all permits, provided that the Army shall not be required to expend any funds to effect such transfer.

2.08. Rail Lines.

a. The Army deeds conveying Parcels A and B to the City shall reserve easements granting non-exclusive access to, and use of, the existing rail lines for the benefit of the owners of the Public Sale parcels (except Parcel 4).

b. The Army deed conveying Public Sale Parcel 2 shall reserve easements granting non-exclusive access to, and use of, the existing rail lines for the benefit of the City and other Public Sale Parcel owners.

c. Concurrent with the conveyance of Parcel B to the City, the Army shall convey to the City title to the Army owned rail line that connects the rail line on Parcel B to the rail line on Parcel 2A and located on the Hetch-Hetchy property substantially in the form of the draft instrument set forth in **Exhibit D-2 – Bill of Sale for Portions of Rail Line Property**, attached hereto and made a part hereof.

2.09. **Holdback Area.** The conveyance of Parcel A shall be subject to an easement granting the Army continued access to, and use of, the area depicted on **Exhibit A-1** as the Holdback Area for purposes related to ongoing Army environmental remediation activities as long as needed.

2.10. The Parties have entered into a lease (**Exhibit G**) under which the City currently has possession and use of the Property and Public Sale parcels (except Parcel 4). Concurrent with each closing, including a closing of Army conveyance of a Public Sale parcel, the Army and City shall amend the lease to delete the parcel(s) conveyed.

ARTICLE 3. TRANSFER OF TITLE

3.01. Conveyance of Parcel B: The Army shall convey Parcel B to the City under a Finding of Suitability to Transfer (FOST) by quitclaim deed substantially in the form of **Exhibit C**, attached hereto and made a part hereof. Closing shall occur at a place and time that is mutually convenient to the Parties within ninety (90) days after the Effective Date of this Agreement.

3.02. Conveyance of Parcel A and the Northwest Storm Water Reservoir Parcel:

a. The Army and the City mutually intend that the Army will convey Parcel A and the Northwest Storm Water Reservoir Parcel, or portions thereof, to the City by quitclaim deed at a place and time that is mutually convenient to the Parties,

within ninety (90) days following the earlier of (i) Army execution of a FOST for such portions of the Property, or (ii) approval of a CERCLA Covenant Deferral by EPA, with the concurrence of the Governor of California.

b. The Army and City mutually intend that an Army FOSET and an approved CERCLA Covenant Deferral should contain substantially the same proposed authorized uses, land use controls, and environmental protection provisions that are contained in the lease at Exhibit G.

c. The Army shall submit such a CERCLA Covenant Deferral request to EPA and the State of California by March 31, 2018, or as soon thereafter as is practicable.

d. Inasmuch as the City desires to expedite the conveyance of the Property and to have the entire Property placed on the City's tax rolls as quickly as possible, the City commits to cooperate with the Army to the greatest extent possible in preparing, reviewing, supporting, and prosecuting a CERCLA Covenant Deferral request to EPA and the State of California that contains substantially the same proposed authorized uses, land use controls, and environmental protection provisions that are contained in the lease at Exhibit G. In support of the Army's efforts, and at the invitation of the Army, the City will attend meetings with regulators and generally support and encourage approval of such CERCLA Covenant Deferral by EPA, with the concurrence of the Governor of California.

3.03. Salvage Material. The City may sell or otherwise dispose of certain described salvage material stored in a designated location on Parcel A resulting from the City's prior renovation, redevelopment and demolition activities, all as more fully described in the bill of sale conveying title to the City to such described salvage material. Concurrent with the Parcel B Closing, the Army shall convey to the City title to such described salvage material by bill of sale substantially in the form of the draft instrument set forth in **Exhibit D-4 – Bill of Sale for Certain Described Salvage Material**, attached hereto and made a part hereof.

ARTICLE 4. SETTLEMENT, CLOSING COSTS, AND RECORDATION

4.01. The City shall be responsible for procuring any title insurance it may desire for the Property at its sole expense. The Army shall cooperate with the City or its authorized agent in any effort it may undertake to determine the status of title to the Property and shall permit the examination of any documents in the Army's possession relating to title to the Property.

4.02. The City shall pay any survey costs, real estate transfer or other taxes, recording fees, escrow fees, courier fees, or other settlement costs associated with the conveyance of the Real Property, Related Personal Property, and Associated Personal property, or portions thereof, by the Army to the City.

4.03. All deeds by which the Army conveys the Real Property or portions thereof or interests therein to the City shall be recorded in the land records of Stanislaus County, California, at the City's sole expense within 15 calendar days of execution. The City shall provide a copy of all such recorded deeds and instruments to the Army at no cost to the Army. The obligations of this Section are intended by the Parties to survive Closing. Copies of said recorded documents shall be provided by the City to the Army at the following address:

U.S. Army Corps of Engineer District, Sacramento
ATTN: CESP-K-RE-AM
1325 J Street
Sacramento, California 95814-2922

ARTICLE 5. REINVESTMENT REQUIREMENTS

5.01. In accordance with the Act, all proceeds from the sale, lease (including but not limited to the lease at Exhibit G), or equivalent use of the Property, including Related Personal Property and/or Associated Personal Property, or any portion thereof, received by the City during the Reinvestment Period, shall be reinvested to support job creation and economic redevelopment of, or related to the Installation. The use of proceeds to pay for or offset the costs of public investment on, or related to the Installation for the following purposes, shall be considered a use to support the economic redevelopment of, or related to, the Installation:

- a. Road construction;
- b. Transportation management facilities;
- c. Storm and sanitary sewer construction;
- d. Police and fire protection facilities and other public facilities;
- e. Utility construction;
- f. Building rehabilitation;
- g. Historic property preservation;
- h. Pollution prevention equipment or facilities;
- i. Demolition;
- j. Disposal of hazardous materials and hazardous waste generated by demolition;
- k. Landscaping, grading, and other site or public improvements; and
- l. Planning for or the marketing of the redevelopment and reuse of the Installation.

5.02. Other expenditures that are directly related to those listed in Section 5.01, above, may also be considered allowable uses of the proceeds. In order for such use to be considered an allowable use of such proceeds, it must be directly related to one or more of those listed in Section 5.01, above, and directly benefit the City's economic redevelopment and long-term job generation efforts for the Property. In

any dispute on this issue, the City shall bear the burden of proof. At any time, the City may request the opinion of the Army as to whether a proposed expenditure would constitute an allowable use of the proceeds and the Army shall provide its opinion, in writing, within ninety (90) calendar days of its receipt of any such request from the City.

5.03. Within one-hundred (120) calendar days of the end of the City's fiscal year (July 1 through 30 June) in which Parcel B closing occurs, and for each calendar year thereafter through the calendar year in which the Reinvestment Period ends, the City shall submit annual financial statements as more particularly described in **Exhibit H – "Financial Statement Format,"** to the Army through its Chief Financial Officer, certified by an independent certified public accountant ("CPA"), that account for all proceeds received by the City from the sale, lease, or equivalent use of the Property and the reinvestment of such proceeds during that calendar year of the Reinvestment Period. The CPA's audit report shall express an opinion on the financial position of the City in its capacity as the Local Redevelopment Authority (LRA), the results of its LRA operations, and whether the financial statements are presented fairly in all material respects, in conformity with generally accepted accounting principles.

5.04. The annual financial statements required in Section 5.04, above, shall include therein or as supplemental statements a breakdown of gross and net revenues and expenditures of all proceeds from the sale, lease, or equivalent use of the Property. Expenditures shall be divided into the twelve (12) categories of investments specified in Section 5.01, above. In addition, the City shall include in the notes to the financial statements, or through supplemental schedules, explanation of the sources of revenues and expenditures, and the terms of any financing, including bonds or other debt instruments, used to finance its future plans for redeveloping the Property.

5.05. At any time during the Army's review of the financial statements, the City shall provide the Army with any additional information related to receipts and expenditures which may be reasonably required by the Army to assist it in its review. Any such request by Army shall be made to the City in writing. The City shall have no more than ninety (90) calendar days from the date of receipt of any such request to respond. The Army shall have the right to perform annual audits of the records and accounts of the City in order to ensure compliance with this Article.

5.06. Pursuant to the Act, the City understands and agrees that the Army shall recoup from the City such portion of the proceeds received by the City from the sale, lease, or equivalent use of the Property during the Reinvestment Period as the Army determines appropriate if the City does not expend said portion of the proceeds for one of the twelve (12) categories of allowable investments specified in Section 5.01, above, or as otherwise determined allowable by the Army in accordance with Section 5.02, above. Following such a determination by the Army

(or the resolution of a dispute related to such determination pursuant to the process set forth in Article 13 hereof), and, upon written demand made by the Army to City, funds equal to any such amounts shall be refunded and remitted by the City to the Army within ninety (90) calendar days from the date of any such written demand.

5.07. Pursuant to the Act, any proceeds held or controlled by the City at the end of the City of Riverbank fiscal year within which the Reinvestment Period expires, which have not been obligated or expended for the purposes described in Section 5.01, above, shall be refunded and remitted to the Army within sixty (60) calendar days after the end of the City of Riverbank fiscal year. Any remaining obligated proceeds must be expended, or refunded and remitted to the Army, prior to the final financial statement submission set forth in Section 5.03 and accounted for in the financial statement.

5.08. Tax revenues received by the City shall not be construed to be proceeds from a sale, lease, or equivalent use of the Property and shall be exempt from the reinvestment requirements of this Agreement.

ARTICLE 6. INTEREST, PENALTIES, AND ADMINISTRATIVE COSTS

6.01. All amounts owed to the Army under this Agreement must be paid by the date due in order to avoid the imposition of interest, penalties, and administrative charges under the Debt Collection Act of 1982 (31 U.S.C. § 3717) and implementing regulations at 31 C.F.R. § 901.9.

6.02. The Army shall impose an interest charge at the "Current Value of Funds Rate" published by the U.S. Department of the Treasury on any amount owed to the Army hereunder that is delinquent. Interest shall accrue from the date of delinquency until the amount is paid in full. The Army shall waive interest charges on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency. The Army shall not charge interest on penalties or administrative costs.

6.03. The Army shall impose an administrative charge to cover the costs of collecting any amount due hereunder that is delinquent. The Army shall calculate administrative charges as the actual costs incurred for the delinquent amount. The Army shall waive the collection of administrative costs on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency.

6.04. The Army shall impose a penalty charge of six percent (6%) per annum of any amount due hereunder (principal plus interest and administrative charges) that is more than ninety (90) days delinquent. The said penalty shall accrue from the date of delinquency and shall continue to accrue until the amount is paid in full.

6.05. All partial payments received by the Army shall be applied first to any contingency fees added to the debt, second to outstanding penalties, third to

administrative charges other than contingency fees, fourth to interest, and last to principal. For purposes of this paragraph, "contingency fees" are administrative costs resulting from fees paid by the Army to other Federal agencies or to private collection contractors for collection services rendered when the fees are paid from the amounts collected from the RLRA.

ARTICLE 7. MAINTENANCE AND UTILITY SYSTEMS

7.01. The Army shall maintain and repair the Property or any portion thereof in accordance with the provisions of 32 C.F.R. § 174.14 subject to the availability of appropriated funds for such purposes, for so long as it holds title thereto, except as otherwise provided by the Lease between the Army and City (**Exhibit G**), including any subsequent amendments thereto, or succeeding leases.

7.02. The Army shall convey to the City all right, title and interest of the United States of America in and to all utility systems located on the Property, including electrical, optical fiber, natural gas, water, industrial and sanitary sewers and treatment plants, and storm water systems, by quitclaim deed at settlement for each EDC parcel.

7.03. Concurrent with the conveyance of Parcel B, the Army shall convey to the City all right, title and interest of the United States of America, in and to existing storm water management facilities and utilities on Public Sale Parcels, together with access rights thereto. The storm water management facilities and utilities on Public Sale Parcels will be conveyed by bill of sale substantially in the form of the draft instrument set forth in **Exhibit D-3 – Bill of Sale for Storm Water Management Facilities and Utilities on Public Sale Parcels**, attached hereto and made a part hereof. City access to such storm water management facilities and utilities on Public Sale Parcels shall be granted, by an access easement substantially in the form of the draft instruments set forth in **Exhibit E-1 – Access Easement for Storm Water Management Facilities and Utilities on Public Sale Parcels**, attached hereto and made a part hereof. Army conveyance of the Public Sale Parcels will be subject to said access rights.

7.04. The City shall provide, on a reimbursable basis at the lowest cost available, such utility services to the Army as the Army may require for its continuing environmental remediation activities until such time as the utility services are no longer needed.

ARTICLE 8. RISK OF LOSS

8.01. The Army shall take reasonable measures to ensure that the Property is protected in accordance with applicable Federal regulations prior to conveyance to the City.

8.02. The Army shall have no obligation to repair, replace, demolish, or remove

any portion of the Property damaged or destroyed prior to conveyance to the City hereunder.

8.03. The Parties hereby agree that any damage or destruction of a portion of the Property shall not otherwise affect the Parties' rights and responsibilities with regard to the remaining portions of the Property under this Agreement.

ARTICLE 9. ENVIRONMENTAL PROVISIONS

9.01. The Army assessed, determined, and documented the environmental condition of the Property in the *Environmental Condition of Property (ECP) Phase 1 Report, Riverbank, CA Final, 17 November 2006; Final Site Investigation Report, Riverbank Army Ammunition Plant, March 2008; and ECP Updates, 27 January 2014 and 13 March 2017*; the City hereby acknowledges that it has received and reviewed the said reports and updates.

9.02. The Finding of Suitability to Transfer (FOST) for Parcel B was executed by the Army on February 3, 2014 and FOST amendments thereto were executed by the Army on April 15, 2014 and February 2, 2015. The City hereby acknowledges that it has received and reviewed the said Parcel B FOST and amendments.

9.03. Following execution of a Finding of Suitability for Early Transfer (FOSET) by the Army upon approval from the U.S. Environmental Protection Agency and concurrence of the Governor of the State of California for Parcel A (Main Plant Area) and the Northwest Storm Water Reservoir Parcel, the City shall accept conveyance of the remaining Property by executing the quitclaim deed or deeds tendered by the Army within ninety (90) days after delivery of same by the Army to the City for signature.

9.04. The quitclaim deeds by which the Army conveys the Property to the City shall contain such notices, covenants, warranties, and reservations of access pursuant to CERCLA and other applicable laws, regulations, and policies as the Army, in its discretion, determines are required for the protection of human health and the environment in addition to those described in Articles 2 and 3, above.

9.05. For any subsequent conveyance of ownership by the City of any portion of the Property, the City shall clearly reference in the instrument the covenants, conditions, and restrictions set forth in the deed by which the City acquired said property from the Army and that are intended to run with the land.

9.06. From and after the date of conveyance of the Property or a portion thereof to the City, the Army assumes no liability for damages, personal injury, illness, disability, or death to the City, its successors or assigns, employees, lessees, invitees, contractors of any tier, or any other person, including members of the general public, arising from or incident to the purchase, use, handling, removal, transportation, disposal, or any other activity causing or leading to contact with

PCB inside or on buildings or personal property, to include Galbestos panels, regardless of whether the City has properly notified or failed to warn the individual(s) affected. To the extent authorized by law, the City agrees to indemnify, save, and hold the Army forever harmless from any and all such liability. This provision shall not be applicable in cases where the Army or its contractors of any tier are performing activities on the Property that cause contact of any kind with PCBs, as provided above.

9.07. The City shall comply with all covenants, conditions, and restrictions applicable to the Real Property and Related Personal Property or a portion thereof and shall be solely responsible for any and all fines and penalties arising from or related to any failure by the City to comply with such provisions. In addition, the City shall monitor activities on the Real Property for so long as it owns or has an interest in the Real Property to ensure compliance with such provisions and shall promptly notify the Army of any observed violations of the said covenants, conditions, and restrictions occurring during said period.

ARTICLE 10. DEFAULT AND TERMINATION

10.01. The Army, in its sole discretion, may terminate this Agreement if:

- a. The City fails to maintain its status as the local redevelopment authority approved by the Department of Defense, Office of Economic Adjustment; or
- b. The City breaches any of its closing obligations set forth in Article 2, 3 and 4 above.

10.02. In the event a Party hereto fails to observe or perform any of its obligations under this Agreement, after having been provided written notice and failing to cure the default within ninety (90) calendar days of the date of receipt of such notice, the other Party shall be entitled to terminate this Agreement and, notwithstanding such termination, exercise any and all of the remedies for breach which are provided for herein as well as any other remedies to which the Party is entitled at law or in equity; provided, however, that if such a default occurs which cannot be remedied within ninety (90) calendar days, the other Party shall afford such additional time as may reasonably be required to cure such default if the defaulting Party proceeds with reasonable diligence to cure same.

10.03. Any termination of this Agreement shall have no effect on the continuing obligations of the Parties as provided for in Article 9 of this Agreement, or contained in any deed or other document that may have been executed by the Parties pursuant to this Agreement.

ARTICLE 11. NOTICES

11.01. Any notice, request, demand, instruction or other document required or permitted to be given or served under this Agreement shall be in writing and shall be deemed sufficiently served when delivered by hand if a receipt is obtained therefrom, or when actually received if delivered by mail or facsimile, and if delivered by mail shall be mailed registered or certified first class mail, return receipt requested, postage pre-paid, and in all cases shall be addressed as follows:

If to the City:

Attn: Executive Director
Riverbank Local Redevelopment Authority
5300 Claus Rd Suite 1
Modesto, CA 95357-1665

with a copy to:

City Manager
City of Riverbank
6707 3rd St
Riverbank, CA 95367-2305

and:

George Schlossberg, Esq.
Kutak Rock LLP
1625 Eye Street NW
Washington, DC 20006-4061

If to the Army:

Office of Assistant Chief of Staff for Installation Management
ATTN: DAIM-ODB
c/o Webster W.L. Procter
600 Army Pentagon
Washington, DC 20310-0600

with a copy to:

U.S. Army Corps of Engineer District, Sacramento
ATTN: CESP-K-RE-AM
1325 J St
Sacramento, California 95814-2922

11.02. Each party may change the address to which any notice, request, demand, instruction, or other document required or permitted to be given or served under this Agreement shall be delivered by providing notice of such change in accordance with this provision to the other party at that party's last-identified

address; provided, that such change of address shall not take effect until five (5) calendar days following the date such notice is provided.

11.03. Whenever, under the terms of this Agreement, the time for performance falls upon a Saturday, Sunday, or holiday observed by the performing party, such time for performance shall be extended to the next business day. Otherwise, all references herein to “days” shall mean “calendar days.”

ARTICLE 12. NON-DISCRIMINATION COVENANT

12.01. The City covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that the City, and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property to be conveyed in accordance with this Agreement and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

12.02. Any deed by which the Army conveys the Real Property or a portion thereof to the City pursuant to this Agreement shall contain a non-discrimination clause as set forth at 41 C.F.R. § 102-75.360.

ARTICLE 13. DISPUTE RESOLUTION

13.01. Notwithstanding the terms and conditions of this Agreement, as described in Articles 3 and 5, as a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation.

13.02. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to all Parties. Each of the Parties shall pay an equal share of any costs for the new services provided by such a third party as such costs are incurred.

13.03. The existence of a dispute shall not excuse the Parties from diligent performance of their obligations pursuant to this Agreement.

ARTICLE 14. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid, void, or unenforceable, shall not be affected thereby, and shall continue in full force and effect.

ARTICLE 15. ANTI-DEFICIENCY ACT

The Army's obligation to pay or reimburse any money under this Agreement is subject to the availability of appropriated funds and nothing in this Agreement shall be interpreted to require obligations or payments by the Army in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341-42, 1511-19.

ARTICLE 16. AUTHORITY REPRESENTATIONS

The Parties hereby represent to each other on and as of the Effective Date of this Agreement, that they have the full capacity, right, power and authority to execute, deliver, and perform this Agreement and that all required action and approvals necessary therefore, have been duly taken and obtained. The Parties further represent that the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Parties shall be duly authorized to sign the same on their behalf and to bind Parties thereto.

ARTICLE 17. "AS IS" CONDITION

17.01. The City acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The City understands and agrees that the Property shall be conveyed "as is" without any representation, warranty, or guaranty by the Army as to the quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition of fit to be used for the purposes intended by the City, and no claim for allowance or deduction upon such grounds shall be considered.

17.02. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos, lead-based paint, mold, pesticides, or radon. The City shall be deemed to have relied solely on its own judgement in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, mold, pesticides, radon, or other conditions. Any failure of the City to inspect or exercise due diligence to be fully informed as to the condition of the Property, shall not constitute grounds for any claim or demand against the Army.

17.03. The description of the Property and any other information provided herein with respect to the Property is based on the best information available to the Army

and is believed to be correct, but an error or omission including, but not limited to, an omission of any information available to the Army shall not constitute grounds or reason for nonperformance of this Agreement or any claim by the City against the Army including, without limitation, any claim for allowance, refund, or deduction from the consideration to be paid to the Army.

17.04. Nothing in this Article 17 shall be construed to modify or negate any obligation of the Army under 42 U.S.C. § 9620(h)(3)(A)(ii) and (B), 42 U.S.C. § 9620(h)(3)(C)(iii), 42 U.S.C. § 9620(h)(4)(D)(i), or any other statutory obligation.

ARTICLE 18. MERGER

This Agreement contains the entire agreement between the Parties regarding the conveyance of the Property by the Army to the City and any agreement or amendment hereafter made shall not operate to change, modify, or discharge this Agreement, in whole or in part, unless that agreement or amendment is in writing and signed by the Party sought to be charged with it. All prior negotiations and any letters of intent are merged in this Agreement. There are no promises, agreements, conditions, undertaking, warranties, or representations, oral or written, expressed or implied, between the Parties, other than as set forth in this Agreement.

ARTICLE 19. AMENDMENT

This Agreement may not be amended or otherwise modified, unless by mutual, written consent and executed by the Parties hereto.

ARTICLE 20. WAIVER

No delay or omission by any Party to this Agreement in any one or more instances to exercise any right or power occurring upon any noncompliance or default by any other Party with respect to any of the terms or conditions of this Agreement, shall impair any such right or power or be construed to be a waiver or relinquishment thereof.

ARTICLE 21. COVENANT AGAINST CONTINGENT FEES

The City warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies retained by the City for the purpose of securing business. For breach or violation of this warranty, the Army shall have the right to annul this Agreement without liability or in its discretion to require the City to pay the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 22. OFFICIALS NOT TO BENEFIT

No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom. Nothing herein contained, however, shall be construed to extend to any incorporated company, if this Agreement is for the general benefit of such corporation or company.

ARTICLE 23. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement shall make or shall be construed to make the parties hereto joint venture partners with each other, it being understood and agreed that the only relationship between the City and the Army hereunder is that of grantee and grantor or lessee and lessor. Neither shall anything in this Agreement, render or be construed to render, either of the parties hereto liable to any third party for debts or obligations of the other party hereto.

ARTICLE 24. HEADINGS

The brief headings or titles preceding each Article herein are merely for purposes of identification, convenience, and ease of reference and shall be completely disregarded in the construction of this Agreement.

ARTICLE 25. ASSIGNMENT

The City shall not transfer or assign its rights, interests, or obligations under this Agreement without the prior written consent of the Army. The covenants, agreements, rights, and responsibilities contained in this Agreement inure to the benefit of and are binding upon the Parties hereto, their successors, and assigns. Nothing in this Agreement otherwise shall be construed as creating any rights of enforcement against any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.

ARTICLE 26. COUNTERPARTS

The Agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

ARTICLE 27. GOVERNING LAW

Notwithstanding the place where this Agreement may be executed by either of the Parties, the Parties hereby agree that this Agreement and the relationship between the Parties shall be construed in accordance with and governed by Federal law; otherwise the law of the State of California shall govern.

ARTICLE 28. RESERVATION OF RIGHTS, JURISDICTION AND VENUE

The Parties reserve unto themselves all rights and remedies to which each is entitled at law or in equity. This Agreement shall be enforceable in accordance with applicable laws and regulations in any Federal court of competent jurisdiction.

ARTICLE 29. SURVIVAL

Those provisions, obligations, and covenants of this Agreement which, by their express terms or by their operation, are intended to survive the Army's conveyance of the Property or termination of this Agreement, shall survive such conveyance of the Property or termination of this Agreement. Such provisions include, but are not limited, to Articles 5 and 15.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT OF THE ARMY

Date: _____

By: _____

Paul D. Cramer

Deputy Assistant Secretary of the Army
(Installation, Housing & Partnerships)

CITY OF RIVERBANK

Date: _____

By: _____

Mayor Richard O'Brien

Exhibit A

Legal Description

Riverbank Main Parcel:

All that real property located in Lots 2,3 and 4 of Section 31, Township 2 South, Range 10 East, Mount Diablo Baseline & Meridian in the County of Stanislaus, State of California described as follows:

A portion of that real property transferred by Quitclaim deed on the 29th day of October, 1948, Document No. 22667 from the Reconstruction Finance Corporation to the United States of America filed in the Office of the Recorder of Stanislaus County described as follows:

Commencing at a 2" Iron Pipe and Cap in a Monument Well marking the Southwest corner of Section 31, said corner also being Southwest Corner of Township 2 South, Range 10 East of the Mount Diablo Baseline and Meridian; thence N 00°30'19" W, a distance of 477.15 feet along the West line of said Section 31 to the **Point of Beginning**:

Thence from said **Point of Beginning**, continuing N 00°30'19" W, a distance of 1748.73 feet along said west line of Section 31; thence S 89°38'30" E a distance of 30.00 feet to the Easterly Right of Way of Claus Road; thence continuing on the same line S 89°38'30"E a distance of 200.06 feet; thence S 85°42'25"E a distance of 48.89 feet; thence along the arc of a curve turning to the right, having a chord bearing of S 80°58'10" E, a chord length of 104.82 feet, and a radius of 500.00 feet; thence N 34°34'14"E, a distance of 1180.98 feet; thence N 00°31'18" E, a distance of 158.90 feet; thence S 89°22'53"E, a distance of 366.67 feet; thence continuing on the same line S 89°22'53"E, a distance of 10.00 feet to the Easterly line of Lot 2 of said Section; thence S 00°30'33"E, a distance of 2961.32 feet along the Easterly lines of said Lots 2,3 and 4; thence S 89°27'10"W, a distance of 620.09 feet; thence along the arc of a curve turning to the right, having a chord bearing of S 83°04'47"W, a chord length of 110.37 feet, and a radius of 500.00 feet; thence S 89°27'16"W, a distance of 153.41 feet; thence along the arc of a curve turning to the right, having a chord bearing of N 85°42'07"W, a chord length of 190.88 feet, and a radius of 500.00 feet; thence N 18°52'46" E a distance of 20.47 feet; thence N 57°42'01"W a distance of 177.77 feet; thence S 89°40'01" W, a distance of 194.34 feet to the Easterly Right of Way line of Claus Road; thence S 89°40'01" W, a distance of 30.00 feet to the West line of said Section 31 and the **Point of Beginning**.

Subject to all rights of way and easements, record or non record.

Having a Gross Area of and 77.678 acres, more or less and a Net Area of 76.475 acres, more or less.

The basis of bearings for this legal description is the California State Plane Coordinate System Zone III (NAD 83) and is based on GPS observations from NGS Monuments Garcia and Claribel in August, 2012

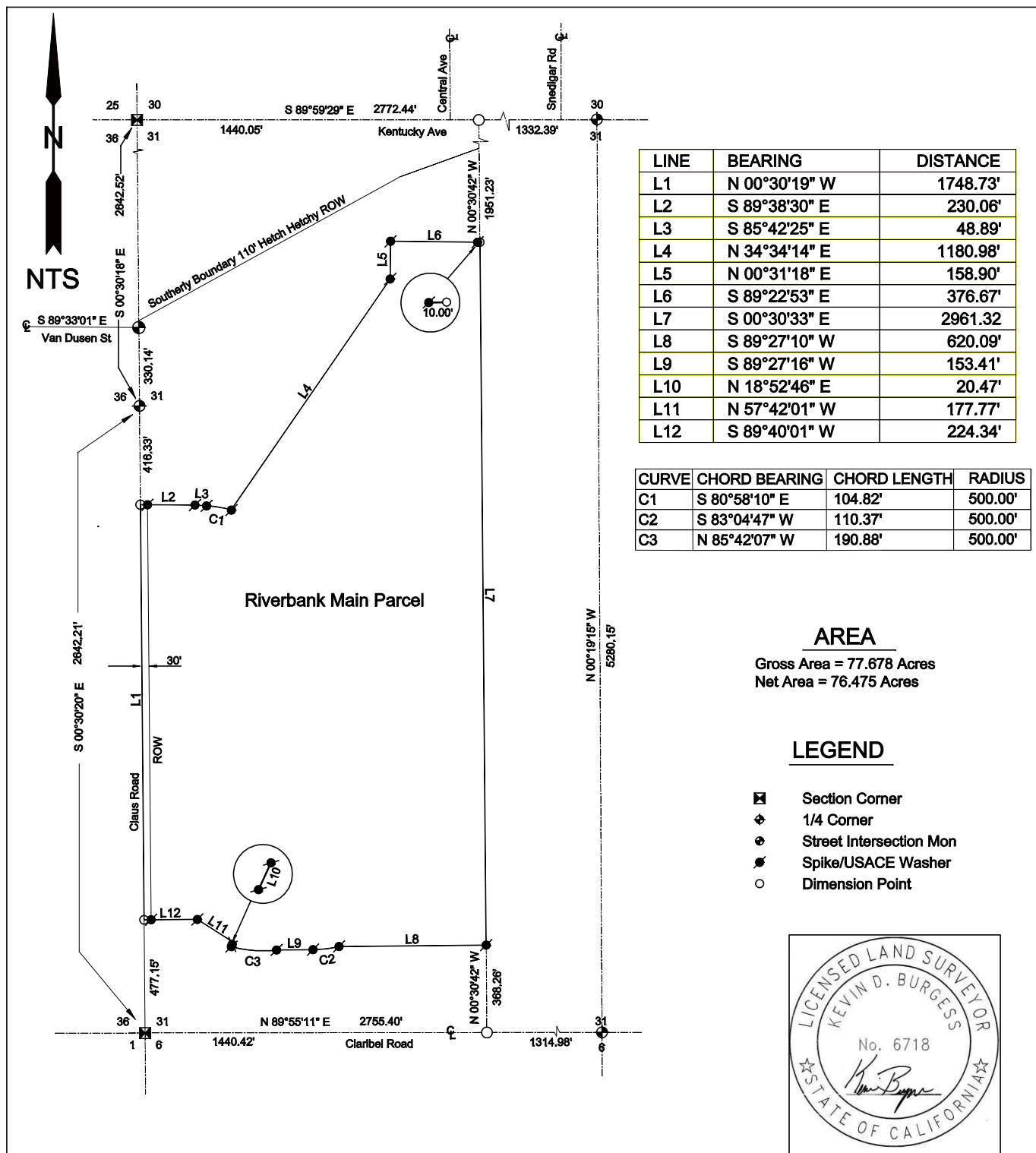
Kevin D. Burgess Ca. LS 6718



Date: August 31, 2012



Revised 4/0//2013

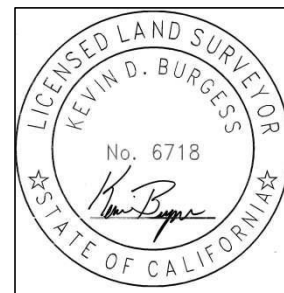


AREA

Gross Area = 77.878 Acres
Net Area = 76.475 Acres

LEGEND

- ☒ Section Corner
- ◆ 1/4 Corner
- ⊙ Street Intersection Mon
- Spike/USACE Washer
- Dimension Point



U.S. Army Corps of Engineers
Sacramento District

1325 'J' Street, Sacramento, Ca. 95814

Exhibit B
Former Riverbank Ammunition Plant
Main Ammunition Plant Parcel

City of Riverbank
County of Stanislaus
State of California

Drawn: KDB

Date: AUG/2011

Scale: NTS

Revised 3/25/2013 KDB
Revised 4/7/2013 KDB

Legal Description

Riverbank Parcel B:

All that real property located in Lots 1 and 2 of Section 31, Township 2 South, Range 10 East, Mount Diablo Baseline & Meridian in the County of Stanislaus, State of California described as follows:

A portion of that real property transferred by Quitclaim deed on the 29th day of October, 1948, Document No. 22667 from the Reconstruction Finance Corporation to the United States of America filed in the Office of the Recorder of Stanislaus County described as follows:

Commencing at a 2" Iron Pipe and Cap in a Monument Well marking the South west corner said Lot 2, thence N 00°30'14" W, a distance of 483.86 feet along the West line of said Section 31 to the intersection of said west line and the northerly line of the Hetch Hetchy Water Supply Right of Way as described in the deed from R.C. Huper to the City and County of San Francisco, dated November 21, 1923 and recorded February 13, 1924 in Volume 56, Page 71 of the Official Records of Stanislaus County; thence N 61°07'25" E, a distance of 749.04 feet along said northerly line to the **Point of Beginning** of the following described property:

Thence from said Point of Beginning, leaving said northerly line N 15°47'52" W, a distance of 20.89 feet; thence N 28°00'19" W, a distance of 257.56 feet; thence S 48°24'02" W, a distance of 709.41 feet to the West Line of said Section 31; thence N 00°30'14" W, a distance of 1090.71 feet along said West line of Section 31 to the Northwest corner of that afore mentioned real property transferred by Document No. 22667; thence S 89°29'00" E, a distance of 1440.31 feet along the North line of that afore mentioned real property transferred by Document No. 22667 to the Northeast corner of said real property thence S 00°30'34" E, a distance of 497.82 feet along the East line of that afore mentioned real property transferred by Document No. 22667 to the intersection of said East line and said northerly line of the Hetch Hetchy Right of Way; thence S 70°13'37" W, a distance of 401.81 feet along said northerly line; thence S 61°07'25" W, a distance of 456.60 feet along said northerly line to the **Point of Beginning**.

Containing
24.40 Acres more or less.

Subject to all rights of way and easements, record or non record.

The basis of bearings for this legal description is the California State Plane Coordinate System Zone III (NAD 83) and is based on GPS observations from NGS Monuments Garcia and Claribel in August, 2012

Kevin D. Burgess Ca. LS 6718

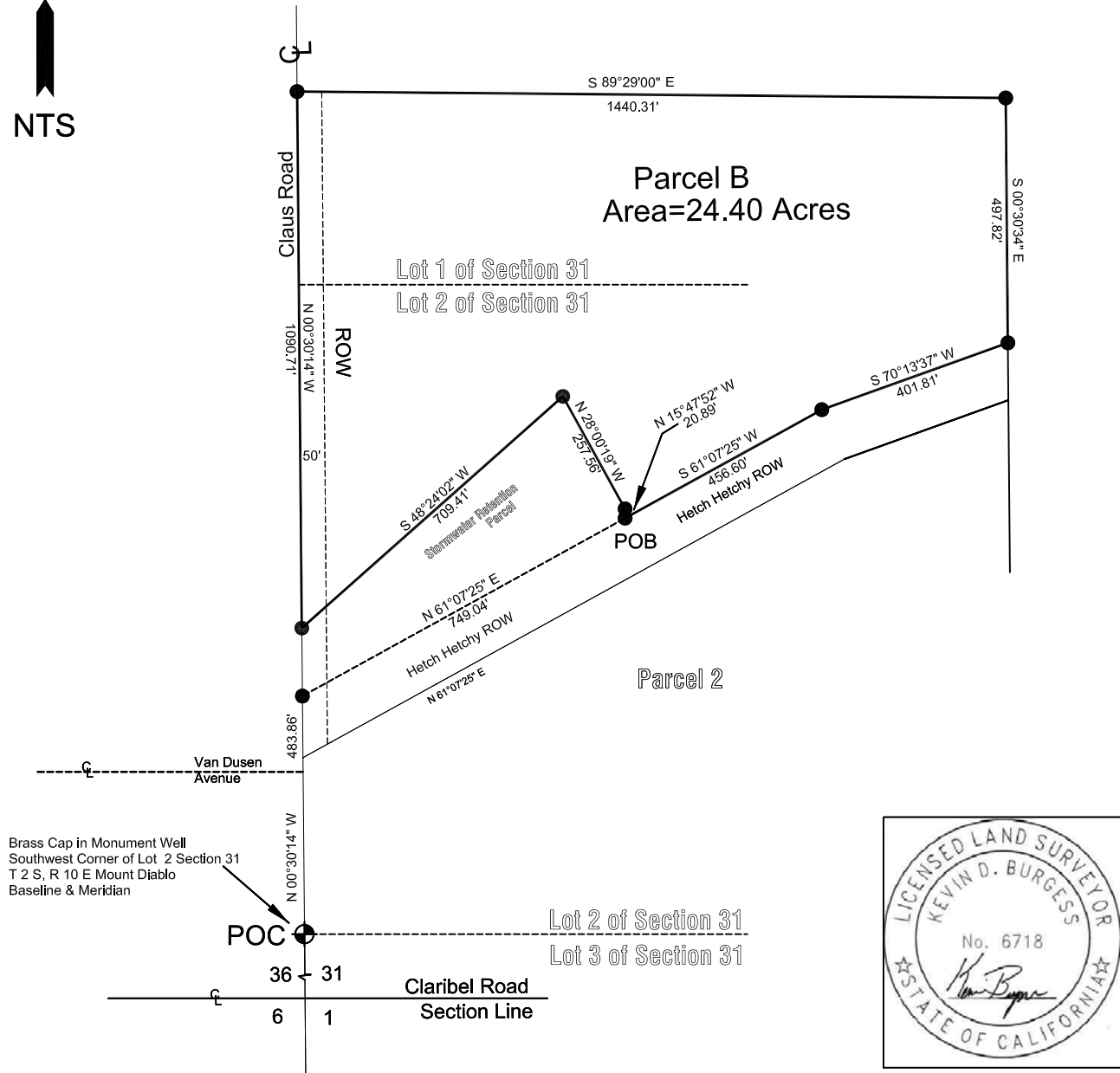


Date: February 21, 2013



Basis of Bearings

The Basis of Bearings for this legal description is the California State Plane Coordinate System, Zone III (NAD 83) and is derived from GPS Observations on NGS Monuments Garcia and Claribel in October, 2012



U.S. Army Corps of Engineers

Sacramento District

1325 'J' Street, Sacramento, Ca. 95814

Former Riverbank Ammunition Plant

Parcel B

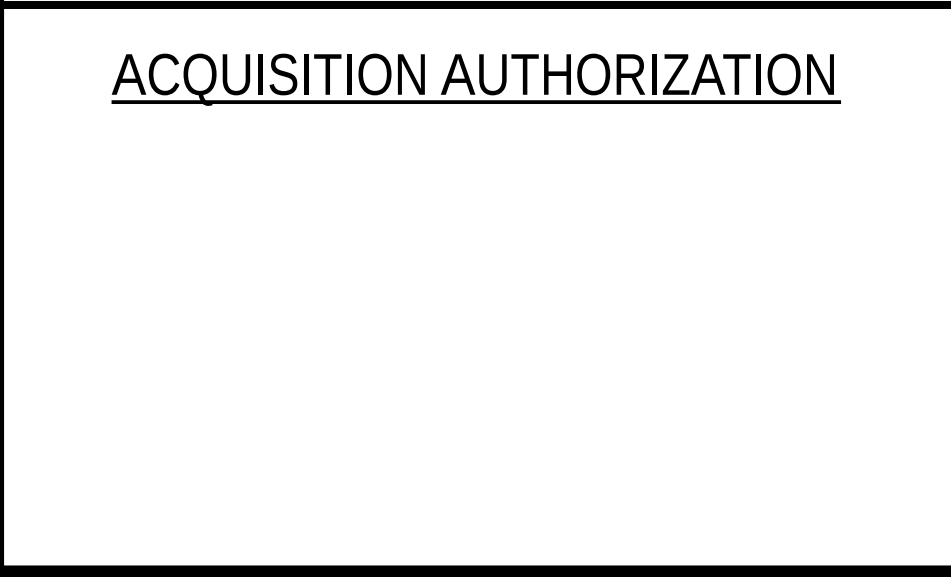
City of Riverbank
County of Stanislaus
State of California

Drawn: KDB

Date: FEB/2013

Scale: NTS

Revision 1
Feb/2013



PROJECT MAP

DEPARTMENT OF THE ARMY
USING SERVICE USACE

LOCATION OF PROJECT

STATE	CALIFORNIA	
COUNTY	STANISLAUS	
DIVISION	SOUTH PACIFIC	
DISTRICT	SACRAMENTO	
ARMY AREA	SIXTH	
9 MILES NE	OF	MODESTO
	OF	

TRANSPORTATION FACILITIES

RAILROADS	A.T. & S.F.
STATE ROADS	132
FEDERAL ROADS	99
AIRPORTS	

ACQUISITION

TOTAL ACRES ACQUIRED 167.03 AC.
FEE 28.84 AC.

PUBLIC DOMAIN { WITHDRAWN
USE PERMIT

USE PERMIT (Other than P.D.)
(FEE **137.82 AC.**

TRANSFER } USE PERMIT

LEASE _____
EASEMENT RESERVED
IN FEE DISPOSAL

LESSER INTERESTS	{	EASEMENT (2)	0.34 AC.
		LICENSE (3)	NO AREA
		PERMIT (1)	0.03 AC.
		PERMIT (1)	NO AREA

DISPOSAL

TOTAL ACRES DISPOSED _____
SOLD _____

PUBLIC DOMAIN { WITHDRAWN
USE PERMIT

USE PERMIT (Other than P.D.) _____

TRANSFERRED (FEE _____

LEASES TERMINATED _____

LESSER INTERESTS TERM _____

REASSIGNED _____
ACRES TO _____

Legend

EXCEPT FOR SPECIAL SYMBOLS SHOWN
BELOW, MAP SYMBOLS ARE STANDARD IN
U.S. ARMY FIELD MANUAL, FM 21-31,
TOPOGRAPHIC SYMBOLS, DEC. 1968.

 Parcel B

 PLSS Section

DEPARTMENT OF THE ARMY OFFICE OF THE SACRAMENTO DISTRICT ENGINEER SOUTH PACIFIC DIVISION	
CARTOGRAPHER <u>HEATHER DOWNING</u> CARTO TECH. _____ CHECKED BY <u>BILL CASALE</u> SUBMITTED BY <u>STEVE CAREY</u> CHIEF, CADASTRAL SECTION	STANISLAUS COUNTY REAL ESTATE CALIFORNIA RIVERBANK ARMY AMMUNITION PLANT
RECOMMENDED BY <u>STAN WALLIN</u> CHIEF, ACQ. & MGMT. BRANCH	APPROVED BY _____ DATE _____ CHIEF, REAL ESTATE DIVISION
OFFICE, CHIEF OF ENGINEERS, WASHINGTON 25, D.C. REMIS CODE: <u>RVRBKN</u> REMIS UNIQUE ID: <u>L2-0264-RVRBKN</u> INSTALLATION OR PROJECT NO. <u>06735</u>	
CREATED ON MARCH 18, 2014	
SHEET <u>1</u> OF <u>1</u> DRAWING NO. _____	



This deed was reviewed by:

**CITY OF RIVERBANK
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 6103**

**Recording requested by and
when recorded mail to:**

GEORGE R. SCHLOSSBERG, ESQ.
KUTAK ROCK LLP
1101 CONNECTICUT AVENUE NW STE 1000
WASHINGTON DC 20036-4345

**QUITCLAIM DEED
FORMER RIVERBANK ARMY AMMUNITION PLANT
STANISLAUS COUNTY, CALIFORNIA
Parcel B**

THIS QUITCLAIM DEED is made and entered into by and between the **UNITED STATES OF AMERICA** (hereinafter the “GRANTOR”), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under authority of the provisions of section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, and the **CITY OF RIVERBANK**, California (hereinafter the “GRANTEE”), recognized as the local redevelopment authority for the former Riverbank Army Ammunition Plant located in Riverbank, Stanislaus County, California by the Office of Economic Adjustment on behalf of the Secretary of Defense.

WITNESSETH, that the GRANTOR, for and in consideration of the promises of the GRANTEE set forth in that certain agreement between the GRANTOR and the GRANTEE dated _____, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all its right, title, and interest in the property situated,

lying and being in the County of Stanislaus, in the State of California, generally known as Parcel B, containing approximately 24.40 acres, with related personal property, and as more particularly described in **Exhibit A** and depicted on **Exhibit B**, both of which are attached hereto and made a part hereof (hereinafter referred to as the "Property");

RESERVING THEREFROM for the benefit of, and appurtenant to, the GRANTOR's lands identified as Parcels 1, 1A, 2, and 2A and depicted on **Exhibit B** hereto, a perpetual, nonexclusive, and assignable easement and right-of-way fifty (50) feet wide, twenty-five (25) feet on either side of the centerline of the existing railroad track located on the Property, for ingress and egress over, and use of, the said railroad track and related facilities by the GRANTOR and its invitees. The GRANTOR and the GRANTEE shall at all times hereafter jointly maintain the said track and facilities to a standard equal to its present condition or to such other standard as may be agreed upon by the GRANTOR and GRANTEE. The cost of maintenance, repair and replacement of the said track and facilities shall be paid by the GRANTOR and GRANTEE in amounts proportional to the nature, frequency, and extent of their use. The cost to repair any damage to the said track or facilities resulting from negligence or abnormal use shall be the sole responsibility of the party causing such damage. This easement and right-of-way runs with the land identified as the Property and shall benefit and bind the GRANTOR and GRANTEE and their successors and assigns; provided, however, that it may be terminated by the GRANTEE for nonuse by the GRANTOR or its assigns for a ten-year period or for abandonment.

SUBJECT TO all valid and existing reservations, covenants, conditions, restrictions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not;

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE, its successors and assigns, together with all and singular the appurtenances, rights, powers, and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions, and restrictions set forth in this deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this deed and as part of the consideration for the conveyance herein, covenants and agrees for itself, its successors and assigns, forever, that this deed is made and accepted upon each of the following covenants, conditions, and restrictions which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity, by the GRANTOR and other interested parties as may be allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land; and that the failure to include the covenants, conditions, and restrictions in subsequent conveyances of the Property does not abrogate the status of these covenants, conditions, and restrictions as binding upon the GRANTOR and GRANTEE, their successors and assigns:

I. Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):

For the Property, the GRANTOR provides the following covenant and retains the following access rights:

Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or

servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

II. “As Is” Condition

The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed “AS IS” without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purpose intended by the GRANTEE, and no claim for allowance or deduction upon such grounds shall be considered.

No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property shall not constitute grounds for any claim or demand against the GRANTOR.

Nothing in this “AS IS” provision shall be construed to modify or negate the GRANTOR’S obligation under the “Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))” or any other statutory obligations.

III. Indemnify and Hold Harmless

To the extent authorized by law, the GRANTEE, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, judgments, losses and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, PCBs, pesticides or other condition on the Property after the date of the conveyance herein.

The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, PCBs, pesticides or other condition on the Property.

Nothing in this “Hold Harmless” provision shall be construed to modify or negate the GRANTOR’S obligation under the “Covenant Pursuant to Section 120(h)(4)(D)(i) of the

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))” or any other statutory obligations.

IV. Post-Transfer Discovery of Contamination and Release

If a release or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, the GRANTEE, its successors or assigns shall be responsible for such release or threatened release unless the GRANTEE or its successors or assigns is able to demonstrate that such release or threatened release was due to the GRANTOR’s activities, use, or ownership of the Property. If the GRANTEE or its successors or assigns believe a newly discovered hazardous substance is due to the GRANTOR’S activities, use, or ownership of the Property, the GRANTEE or its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substance and the GRANTEE, its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the GRANTOR.

The GRANTEE, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of conveyance herein where such hazardous substance was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the GRANTOR after the date of the conveyance herein. This “Post-Transfer Discovery of Contamination” provision shall not affect the GRANTOR’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

V. Environmental Protection Provisions

Environmental Protection Provisions are at “**Exhibit C,**” which is attached hereto and made a part hereof. The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license concerning this Property, or any portion thereof.

VI. Non-Discrimination Covenant

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in

the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

VII. Anti-Deficiency Act

The GRANTOR'S obligation to pay or reimburse any money under this deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-42, 1511-19.

VIII. No Waiver

The failure of the GRANTOR to insist in any one or more instances upon timely or complete performance of any obligation of the GRANTEE or its successors or assigns required by the covenants, conditions, or restrictions set forth in this deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE, or its successors or assigns in strict accordance with the said covenants, conditions, or restrictions and all such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused this deed to be duly executed in its name by the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships) this ____ day of _____ 2017.

UNITED STATES OF AMERICA

By: _____
Brenda M. Johnson-Turner
Director of Real Estate
Headquarters, U.S. Army Corps of Engineers

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA)
CITY OF WASHINGTON) ss:

I, _____, a notary public in and for the District of Columbia, do hereby certify that on this the _____ day of _____, 2017, Brenda M. Johnson-Turner, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

Notary Public
Notary Registration No. _____

My commission expires _____.

ACCEPTANCE OF CONVEYANCE

IN WITNESS WHEREOF, the GRANTEE, acting by and through its Executive Director, hereby accepts the conveyance herein subject to the covenants, conditions, restrictions, and reservations contained in this deed, this _____ day of _____, 2017.

CITY OF RIVERBANK

By: _____

City Manager

ACKNOWLEDGMENT

State of California)
County of Stanislaus)

On _____ before me, _____
(insert name and title of the officer)

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 and official seal.

Signature _____ (Seal)

EXHIBIT A

[LEGAL DESCRIPTION]

DRAFT 5-11-17

EXHIBIT B

[MAP]

DRAFT 5-11-17

EXHIBIT C

ENVIRONMENTAL PROTECTION PROVISIONS

1. FEDERAL FACILITY AGREEMENT AND ACCESS

The GRANTOR acknowledges that the former Riverbank Army Ammunition Plant has been identified as a National Priorities List (NPL) site under CERCLA. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Riverbank Army Ammunition Plant Federal Facility Agreement (hereinafter the “FFA”) dated April 5, 1990. For so long as the Property remains subject to the FFA, the GRANTEE, for itself, its successors and assigns, hereby covenants and agrees to not interfere with U.S. Department of the Army (hereinafter “Army”) activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the provisions of this deed, the FFA provisions shall take precedence. The GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should implementation of the FFA interfere with the GRANTEE’S use of the Property. Pursuant to and as provided in Section 25 of the FFA, the GRANTEE for itself, its successors and assigns, hereby covenants and agrees to provide access to the Property to the U.S. Environmental Protection Agency (hereinafter the “USEPA”), the State of California, and their authorized representatives for purposes consistent with the FFA.

2. LAND USE RESTRICTIONS

A. The Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The GRANTEE hereby covenants and agrees for itself, its successors and assigns, not to undertake or allow any activity on, or use of, the Property that would violate the said land use restrictions.

(1) Groundwater Restriction. The Grantee, its successors and assigns, shall not have access to or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(2) Non Interference with Groundwater Monitoring Well and Groundwater Treatment Infrastructure. The GRANTEE is hereby informed and does acknowledge the presence of one groundwater monitoring well, identified as “MW60A,” and groundwater treatment infrastructure on the Property, as shown in **Exhibit C-1**. The GRANTEE, for itself its successors and assigns hereby covenants and agrees to not disturb or permit others to disturb the said monitoring well and infrastructure without the prior written approval of the GRANTOR, the

USEPA Region IX, the California Department of Toxic Substances Control (hereinafter the "DTSC"), and the Regional Water Quality Control Board, Central Valley Region (hereinafter "RWQCB"). Upon the GRANTOR'S determination that the groundwater monitoring well and/or the infrastructure is/are no longer necessary, the GRANTOR shall close the well and/or remove the infrastructure at the GRANTOR's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

B. Modifying or Terminating Land Use Restriction. Nothing contained herein shall preclude the GRANTEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such environmental response or corrective action as would be necessary to allow a use of the Property otherwise restricted or prohibited.

(1) Prior Approval Requirement. Prior to any use of the Property that is otherwise restricted or prohibited by this deed, the GRANTEE shall consult with and obtain the written approval of the GRANTOR and, as appropriate, the State or Federal regulators, or local authorities.

(2) Submission of Requests. The GRANTEE, its successors or assigns shall submit any request to modify or terminate, as appropriate, the land use restriction imposed herein to the GRANTOR, USEPA, DTSC, and RWQCB addressed as follows:

GRANTOR: U.S. Army Engineer District, Sacramento
ATTN: CESP-K-RE-AM
1325 J Street
Sacramento, California 95814-2922

USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8-3
San Francisco, CA 94105

DTSC: Chief of Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

RWQCB: Executive Officer
State of California
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, Suite #200
Rancho Cordova, CA 95670-6114

(3) Recordation of Instrument. Upon the GRANTEE's obtaining the approval of the

GRANTOR and, as appropriate, the state or federal regulators, or local authorities, the GRANTOR agrees to execute an instrument modifying or terminating, as appropriate, the relevant restriction or prohibition. The recordation of such an instrument shall be the responsibility of the GRANTEE, its successors or assigns, and shall be accomplished within 15 calendar days of execution at no cost to the GRANTOR.

3. PESTICIDE NOTICE and COVENANT

A. The GRANTEE is hereby notified and acknowledges that registered pesticides have been applied to the Property and may continue to be present thereon. The GRANTOR and GRANTEE know of no use of any registered pesticides in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136, et seq., and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

B. The Grantee hereby covenants and agrees for itself, its successors and assigns that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

EXHIBIT C-1

DRAFT 5-11-17

**FORM OF BILL OF SALE FOR
ASSOCIATED PERSONAL PROPERTY
AT THE RIVERBANK ARMY AMMUNITION PLANT**

1 **THIS BILL OF SALE** is made this _____ day of _____, 2017, (“**Effective**
2 **Date**”) by and between the **UNITED STATES OF AMERICA**, acting by and through the
3 Secretary of the Army (“**Army**”), for the benefit of the **CITY OF RIVERBANK** (“**City**”),
4 recognized as the Local Redevelopment Authority for the Riverbank Army Ammunition Plant
5 located in Riverbank, Stanislaus County, California by the Office of Economic Adjustment on
6 behalf of the Secretary of Defense. The Army and the LRA are each sometimes referred to
7 herein individually as a “**Party**” and collectively as the “**Parties.**”
8

RECITALS

9
10
11 1. The Army is the owner of certain property located in Riverbank, Stanislaus County,
12 California commonly referred to as the Riverbank Army Ammunition Plant (hereinafter, the
13 “**RBAAP**”).
14

15 2. The RBAAP was recommended for closure pursuant to and in accordance with the
16 Defense Base Closure and Realignment Act of 1990, as amended, Public Law 101-510
17 (hereinafter, the “**Act**”).
18

19 3. Pursuant to the power and authority provided by § 2905(b)(4) of the Act and the
20 implementing regulations of the Department of Defense (32 C.F.R. Part 174), the Army is
21 authorized to convey surplus property at a closing installation to the City for economic
22 development purposes.
23

24 4. The Parties entered into that certain Memorandum of Agreement between the United
25 States of America acting by and through the Secretary of the Army United States Department of
26 the Army and the City of Riverbank for Conveyance of Portions of the Riverbank Army
27 Ammunition Plant Located in Riverbank, Stanislaus County, California dated
28 _____, 2017 (the “**Agreement**”) to convey certain portions of the real and personal
29 property at RBAAP to the City.
30

31 5. Pursuant to Section 2.02 of the Agreement, the Army agreed to transfer to the City by bill
32 of sale certain associated personal property remediation, as defined in the Agreement, consisting
33 of the Army’s right, title, and interest in such property.
34

1 **MUTUAL UNDERSTANDINGS**

2
3 **NOW, THEREFORE,** in consideration of the foregoing recitals and other consideration
4 set forth herein, it is mutually agreed as follows:
5

6 1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which is
7 hereby acknowledged, the Army hereby grants, releases, quitclaims, and transfers to the City title
8 and ownership of the associated personal property consisting of the personal property of the
9 United States of America, previously located on the Property, which was an integral part of,
10 related to, designed for, or specially adapted to the functional use of the said real property.
11

12 2. **No Warranty.** The associated personal property transferred under this Bill of Sale is
13 conveyed without warranty of any kind and is delivered to the LRA “as is,” “where is.” The
14 Army makes no warranty as to the property’s usability generally or as to its fitness for any
15 particular purpose. This Bill of Sale shall be effective as of the Effective Date.
16

17 3. **Counterparts.** This Bill of Sale may be executed in counterparts, each of which shall be
18 deemed an original, and such counterparts may be assembled to form a single document.
19
20
21

22 **[Signature Pages Follow]**
23

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Bill of Sale as of the Effective Date set forth above.

UNITED STATES OF AMERICA

By: _____

Deputy Assistant Secretary of the Army
(Installation, Housing & Partnerships)

CITY OF RIVERBANK
LOCAL REDEVELOPMENT AUTHORITY

By: _____

Sean Scully
City Manager

ACKNOWLEDGEMENT

NOTORIAL CERTIFICATE

SS:

DISTRICT OF COLUMBIA

I, _____, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that this ____ day of _____, 2017, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

SS:

COUNTY OF STANISLAUS

On _____, 2017, before me, _____
(name of notary public) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity and by his signature on the instrument the person or entity upon behalf of which the person 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.

NOTARY PUBLIC

**FORM OF BILL OF SALE FOR
PORTIONS OF RAIL LINE PROPERTY
AT THE RIVERBANK ARMY AMMUNITION PLANT**

1 **THIS BILL OF SALE** is made this _____ day of _____, 2017, (**“Effective**
2 **Date”**) by and between the **UNITED STATES OF AMERICA**, acting by and through the
3 Secretary of the Army (**“Army”**), for the benefit of the **CITY OF RIVERBANK** (**“City”**),
4 recognized as the Local Redevelopment Authority for the Riverbank Army Ammunition Plant
5 located in Riverbank, Stanislaus County, California by the Office of Economic Adjustment on
6 behalf of the Secretary of Defense. The Army and the LRA are each sometimes referred to herein
7 individually as a **“Party”** and collectively as the **“Parties.”**

RECITALS

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10
11 1. The Army is the owner of certain property located in Riverbank, Stanislaus County,
12 California commonly referred to as the Riverbank Army Ammunition Plant (hereinafter, the
13 **“RBAAP”**).

14
15 2. The RBAAP was recommended for closure pursuant to and in accordance with the Defense
16 Base Closure and Realignment Act of 1990, as amended, Public Law 101-510 (hereinafter, the
17 **“Act”**).

18
19 3. Pursuant to the power and authority provided by § 2905(b)(4) of the Act and the
20 implementing regulations of the Department of Defense (32 C.F.R. Part 174), the Army is
21 authorized to convey surplus property at a closing installation to the City for economic
22 development purposes.

23
24 4. The Parties entered into that certain Memorandum of Agreement between the United States
25 of America acting by and through the Secretary of the Army United States Department of the Army
26 and the City of Riverbank for Conveyance of Portions of the Riverbank Army Ammunition Plant
27 Located in Riverbank, Stanislaus County, California dated _____, 2017 (the
28 **“Agreement”**) to convey certain portions of the real and personal property at RBAAP to the City.

29
30 5. Pursuant to Section 2.08.c. of the Agreement, the Army agreed to transfer to the City by
31 bill of sale certain portions of rail line property, consisting of the Army’s right, title, and interest
32 in such property.
33

1 **MUTUAL UNDERSTANDINGS**

2
3 **NOW, THEREFORE,** in consideration of the foregoing recitals and other consideration
4 set forth herein, it is mutually agreed as follows:
5

6 1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which is
7 hereby acknowledged, the Army hereby grants, releases, quitclaims, and transfers to the City title
8 and ownership of the Army owned rail line that connects the rail line on Parcel B to the rail line
9 on Parcel 2A and located on the Hetch-Hetchy property.
10

11 2. **No Warranty.** The portions of the rail line property transferred under this Bill of Sale is
12 conveyed without warranty of any kind and is delivered to the LRA “as is,” “where is.” The Army
13 makes no warranty as to the property’s usability generally or as to its fitness for any particular
14 purpose. This Bill of Sale shall be effective as of the Effective Date.
15

16 3. **Counterparts.** This Bill of Sale may be executed in counterparts, each of which shall be
17 deemed an original, and such counterparts may be assembled to form a single document.
18
19
20

21 **[Signature Pages Follow]**
22

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Bill of Sale as of the Effective Date set forth above.

UNITED STATES OF AMERICA

By: _____

Deputy Assistant Secretary of the Army
(Installation, Housing & Partnerships)

CITY OF RIVERBANK
LOCAL REDEVELOPMENT AUTHORITY

By: _____

Sean Scully
City Manager

ACKNOWLEDGEMENT

NOTORIAL CERTIFICATE

SS:

DISTRICT OF COLUMBIA

I, _____, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that this ____ day of _____, 2017, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

SS:

COUNTY OF STANISLAUS

On _____, 2017, before me, _____
(name of notary public) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity and by his signature on the instrument the person or entity upon behalf of which the person 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.

NOTARY PUBLIC

**FORM OF BILL OF SALE FOR
STORM WATER MANAGEMENT FACILITIES AND UTILITIES
ON PUBLIC SALE PARCELS
AT THE RIVERBANK ARMY AMMUNITION PLANT**

1 **THIS BILL OF SALE** is made this _____ day of _____, 2017, (“**Effective**
2 **Date**”) by and between the **UNITED STATES OF AMERICA**, acting by and through the
3 Secretary of the Army (“**Army**”), for the benefit of the **CITY OF RIVERBANK** (“**City**”),
4 recognized as the Local Redevelopment Authority for the Riverbank Army Ammunition Plant
5 located in Riverbank, Stanislaus County, California by the Office of Economic Adjustment on
6 behalf of the Secretary of Defense. The Army and the LRA are each sometimes referred to herein
7 individually as a “**Party**” and collectively as the “**Parties.**”
8

RECITALS

9
10
11 1. The Army is the owner of certain property located in Riverbank, Stanislaus County,
12 California commonly referred to as the Riverbank Army Ammunition Plant (hereinafter, the
13 “**RBAAP**”).
14

15 2. The RBAAP was recommended for closure pursuant to and in accordance with the Defense
16 Base Closure and Realignment Act of 1990, as amended, Public Law 101-510 (hereinafter, the
17 “**Act**”).
18

19 3. Pursuant to the power and authority provided by § 2905(b)(4) of the Act and the
20 implementing regulations of the Department of Defense (32 C.F.R. Part 174), the Army is
21 authorized to convey surplus property at a closing installation to the City for economic
22 development purposes.
23

24 4. The Parties entered into that certain Memorandum of Agreement between the United States
25 of America acting by and through the Secretary of the Army United States Department of the Army
26 and the City of Riverbank for Conveyance of Portions of the Riverbank Army Ammunition Plant
27 Located in Riverbank, Stanislaus County, California dated _____, 2017 (the
28 “**Agreement**”) to convey certain portions of the real and personal property at RBAAP to the City.
29

30 5. Pursuant to Section 7.03. of the Agreement, the Army agreed to transfer to the City by bill
31 of sale certain Storm Water Management Facilities and Utilities on Public Sale Parcels, consisting
32 of the Army’s right, title, and interest in such property.
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MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration set forth herein, it is mutually agreed as follows:

1. Transfer. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Army hereby grants, releases, quitclaims, and transfers to the City title and ownership of certain Army owned Storm Water Management Facilities and Utilities on Parcels 1, 1a, 2, 2a, and 4 at the RBAAP ("**Public Sale Parcels**"), containing approximately 63.40 acres in total that the Army intends to dispose of through a competitive sale process, as depicted on Exhibit A.

2. No Warranty. The portions of the Storm Water Management Facilities and Utilities on Public Sale Parcels transferred under this Bill of Sale are conveyed without warranty of any kind and is delivered to the LRA "as is," "where is." The Army makes no warranty as to the property's usability generally or as to its fitness for any particular purpose. This Bill of Sale shall be effective as of the Effective Date.

3. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and such counterparts may be assembled to form a single document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Bill of Sale as of the Effective Date set forth above.

UNITED STATES OF AMERICA

By: _____

Deputy Assistant Secretary of the Army
(Installation, Housing & Partnerships)

CITY OF RIVERBANK
LOCAL REDEVELOPMENT AUTHORITY

By: _____

Sean Scully
City Manager

ACKNOWLEDGEMENT

NOTORIAL CERTIFICATE

SS:

DISTRICT OF COLUMBIA

I, _____, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that this ____ day of _____, 2017, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

SS:

COUNTY OF STANISLAUS

On _____, 2017, before me, _____
(name of notary public) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity and by his signature on the instrument the person or entity upon behalf of which the person 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.

NOTARY PUBLIC

**FORM OF BILL OF SALE FOR
CERTAIN DESCRIBED SALVAGE MATERIAL
AT THE RIVERBANK ARMY AMMUNITION PLANT**

1 **THIS BILL OF SALE** is made this _____ day of _____, 2017, (**“Effective**
2 **Date”**) by and between the **UNITED STATES OF AMERICA**, acting by and through the
3 Secretary of the Army (**“Army”**), for the benefit of the **CITY OF RIVERBANK** (**“City”**),
4 recognized as the Local Redevelopment Authority for the Riverbank Army Ammunition Plant
5 located in Riverbank, Stanislaus County, California by the Office of Economic Adjustment on
6 behalf of the Secretary of Defense. The Army and the LRA are each sometimes referred to herein
7 individually as a **“Party”** and collectively as the **“Parties.”**

RECITALS

11 1. The Army is the owner of certain property located in Riverbank, Stanislaus County,
12 California commonly referred to as the Riverbank Army Ammunition Plant (hereinafter, the
13 **“RBAAP”**).

15 2. The RBAAP was recommended for closure pursuant to and in accordance with the Defense
16 Base Closure and Realignment Act of 1990, as amended, Public Law 101-510 (hereinafter, the
17 **“Act”**).

19 3. Pursuant to the power and authority provided by § 2905(b)(4) of the Act and the
20 implementing regulations of the Department of Defense (32 C.F.R. Part 174), the Army is
21 authorized to convey surplus property at a closing installation to the City for economic
22 development purposes.

24 4. The Parties entered into that certain Memorandum of Agreement between the United States
25 of America acting by and through the Secretary of the Army United States Department of the Army
26 and the City of Riverbank for Conveyance of Portions of the Riverbank Army Ammunition Plant
27 Located in Riverbank, Stanislaus County, California dated _____, 2017 (the
28 **“Agreement”**) to convey certain portions of the real and personal property at RBAAP to the City.

30 5. Pursuant to Section 3.03 of the Agreement, the Army agreed to transfer to the City by bill
31 of sale certain described salvage material, consisting of the Army’s right, title, and interest in such
32 property.
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1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Army hereby grants, releases, quitclaims, and transfers to the City title and ownership to certain salvage material described in Exhibit A, attached hereto and made a part hereof, resulting from the City's renovation, redevelopment and demolition activities, and stored on Parcel A in a designated location described in Exhibit B, attached hereto and made a part hereof.

3. **Counterparts.** This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and such counterparts may be assembled to form a single document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Bill of Sale as of the Effective Date set forth above.

UNITED STATES OF AMERICA

By: _____

Deputy Assistant Secretary of the Army
(Installation, Housing & Partnerships)

CITY OF RIVERBANK
LOCAL REDEVELOPMENT AUTHORITY

By: _____

Sean Scully
City Manager

ACKNOWLEDGEMENT

NOTORIAL CERTIFICATE

SS:

DISTRICT OF COLUMBIA

I, _____, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that this ____ day of _____, 2017, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

SS:

COUNTY OF STANISLAUS

On _____, 2017, before me, _____
(name of notary public) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity and by his signature on the instrument the person or entity upon behalf of which the person 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.

NOTARY PUBLIC

Exhibit A

Description of Salvage Material

Exhibit B

Designated Location of Salvage Material on Parcel A

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY DACAO5- 2-86-608
FOR ELECTRIC POWER TRANSMISSION OR COMMUNICATION FACILITIES
ON RIVERBANK ARMY AMMUNITIONS PLANT, CALIFORNIA

The SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by the act of Congress approved 27 May 1952 (66 Stat. 95; 43, United States Code, 961), hereby grants to Pacific Gas and Electric Company (PG&E), a corporation duly organized and existing under and by virtue of the laws of the State of California, with its principal place of business at San Francisco, California,

hereinafter designated as the grantee, a perpetual easement for a right-of-way to establish, operate, maintain, repair, patrol and remove an overhead electric poleline, with appurtenances,

hereinafter referred to as "said facilities," over, across, and upon land of the United States at the location shown in red on Exhibit "A" attached hereto and made a part hereof, and described on Exhibit "B" attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. That the **DELETED** in the amount of (\$)
to the Treasurer nsation shall be made payable

2. That the construction and/or operation and maintenance of said facilities shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation, and security as the said officer may from time to time prescribe.

4. That the right-of-way hereby granted shall not occupy more land than is reasonably necessary for such purpose, as determined by the said officer, and in no event shall exceed a width of fifteen feet (15') on each side of the center line thereof.

5. That the grantee shall supervise the said facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said facilities and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer. The grantee shall have the right of ingress and egress for such purposes.

6. That any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

7. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

8. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), or for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities; and the grantee shall hold the United States harmless from any and all such claims.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said facilities.

10. That the time to time for be made by the exceed the most favorable rates granted by the grantee for similar service.

11. That, in the event all or any portion of said land occupied by said facilities shall be needed by the United States, or in the event the existence of said facilities shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said facilities to such other location or locations on said land as may be designated by said officer, or the grantee shall reconstruct said facilities underground on said land without expense to the United States, as may be directed by said officer, and in the event said property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee, provided, however, that if directed to reconstruct its facilities underground the grantee may, at its option, in lieu of taking such action, wholly remove its facilities from lands of the United States as described herein, at which time the right granted herein shall cease but the restoration obligation set forth in Condition No. 13 hereof shall remain.

12. That this easement may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that the right-of-way hereby granted interferes with the use or disposal of the said land or any part thereof by the United States, or it may be forfeited and annulled by declaration of the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a period of two years, or for abandonment.

13. That upon the expiration, termination, or forfeiture and annulment of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove said facilities from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said facilities and so restore the premises, the United States shall have the option either to take over the said facilities as the property of the United States without compensation therefor, or to remove said facilities and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States, or its officers or agents, on account of the taking over of said facilities or on account of their removal.

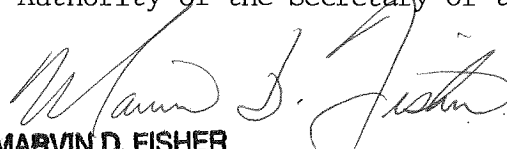
14. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the ~~heirs~~, representatives, successors, and assigns of the grantee.

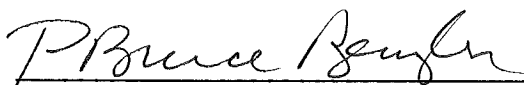
15. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

That prior to the execution of this easement, conditions were deleted, revised and added in the following manner: The granting clause and Condition No. 14 were modified, and Conditions Nos. 1 and 10 were deleted.

This easement is not subject to Title 10, United States Code, Section 2662.

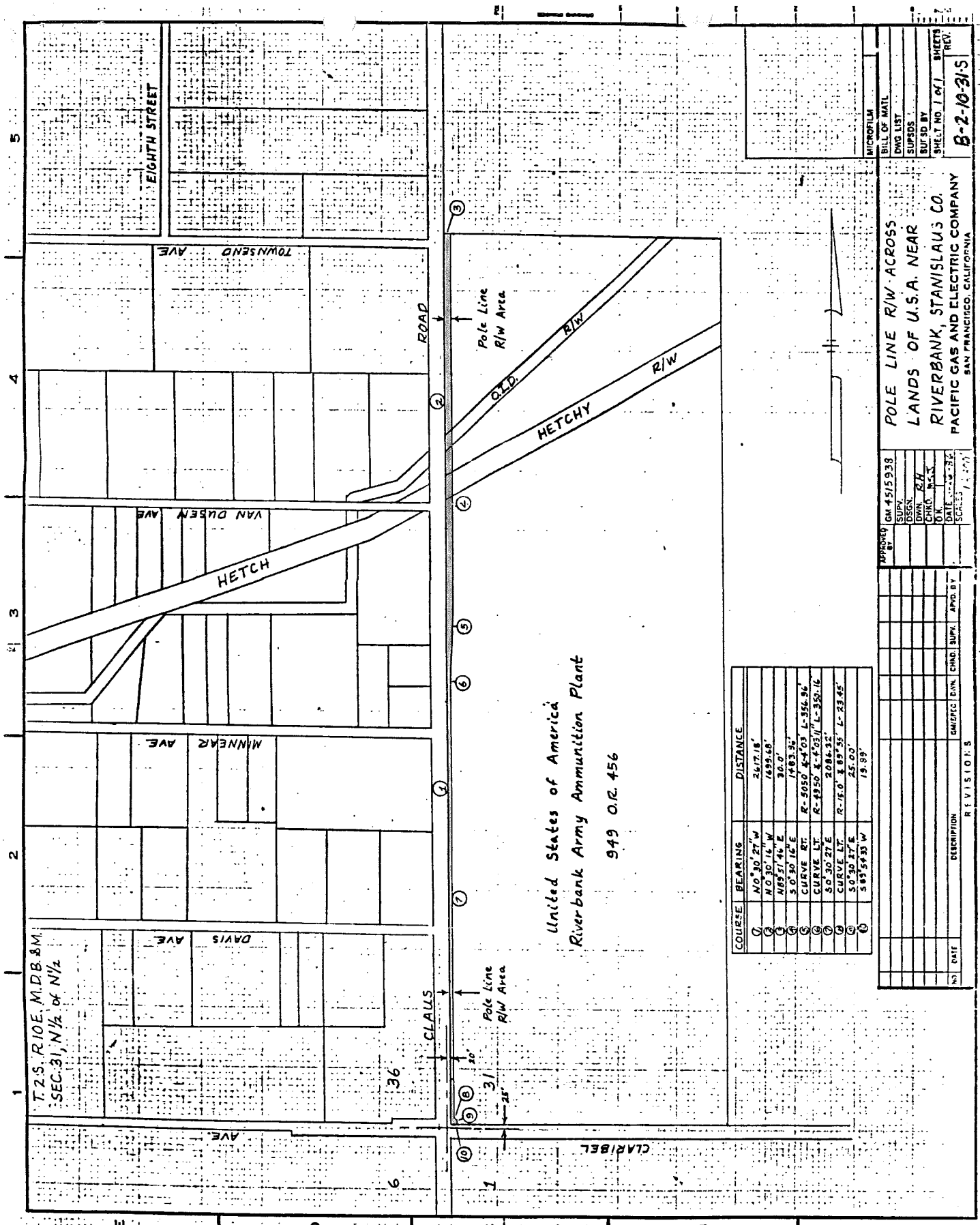
IN WITNESS WHEREOF I have hereunto set my hand this 12th day of June, 1989
by Authority of the Secretary of the Army.


MARVIN D. FISHER
Chief, Real Estate Division
U S Army Engineer District, Sacramento


Director of Land Planning & Acquisition

APPROVED AS TO FORM AND CONTENT:

BY: _____
TITLE, _____
DATE: _____



COURSE	BEARING	DISTANCE
1	N 0° 30' 27" W	247.18'
2	N 0° 30' 14" W	1499.68'
3	N 85° 51' 36" E	30.0'
4	S 0° 30' 12" E	1783.36'
5	CURVE RT. R-5050 L-403 L-356.96'	
6	CURVE LT. R-4950 L-403 L-352.16'	
7	S 0° 30' 27" E	2084.32'
8	CURVE LT. R-160 L-89.55' L-23.45'	
9	S 0° 30' 27" E	25.00'
10	S 85° 51' 36" W	15.89'

Legal Description

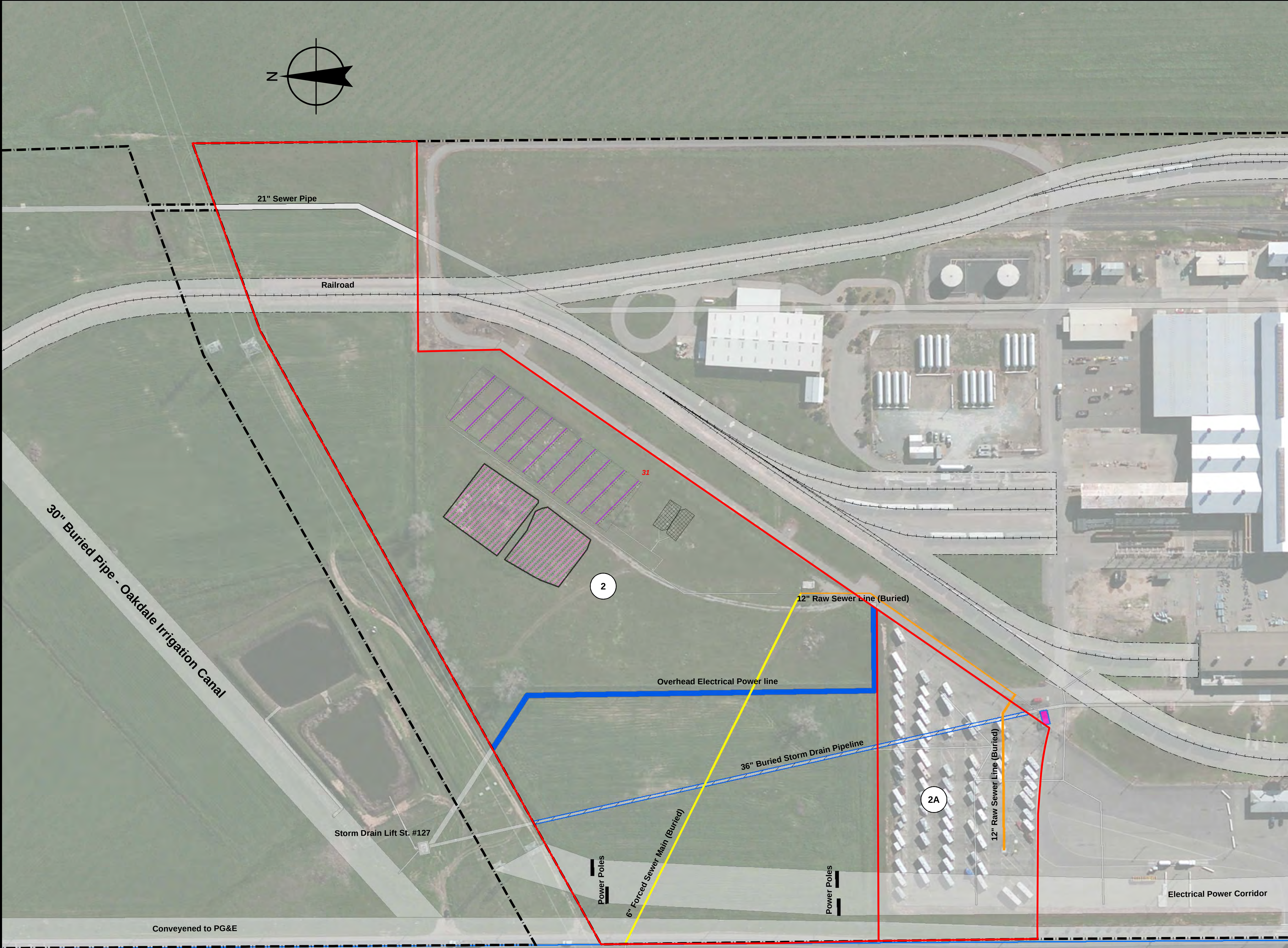
All that certain real property within Riverbank Army Ammunition Plant, in the County of Stanislaus, State of California, described as follows:

That certain parcel of land situate in Township 2 South, Range 10 East, M.D.B. & M. in Section 31, North half of the North half.

Description

The parcel of land situate in Section 31, Township 2 South, Range 10 East, M.D.B. & M. bounded by the line which begins at a point in the easterly boundaryline of the county road known as Claus Road (40 foot wide) from which the southwest corner of said Section 31 bears south 0 30' 27" east 25.00 feet; thence south 89 54' 33" west 20.00 feet; and running thence from said point of beginning north 0 30' 27" west 2617.18 feet; thence north 0 30' 16" west 1699.68 feet; thence north 89 51' 46" east 30.00 feet; thence south 0 30' 16" east 1483.96 feet; thence southerly on a tangent curve to the right with a radius of 5050 feet, through a central angle of 4 03', an arc distance of 356.96 feet; thence southerly on a tangent curve to the left with a radius of 4950 feet, through a central angle of 4 03' 11", an arc distance of 350.16 feet; thence south 0 30' 27" east 2086.32 feet; thence southeasterly on a tangent curve to the left with a radius of 15.00 feet, through a central angle of 89 35', an arc distance of 23.45 feet; thence south 0 30' 27" east 25.00 feet; thence south 89 54' 33" west 19.89 feet to the point of beginning.

Exhibit "B" to:
Easement No. DACA05-2-86-608



Sewer

- Effluent Fields
- Sludge Beds
- Sanitary Sewer Beds
- Stormwater Diversion Tank

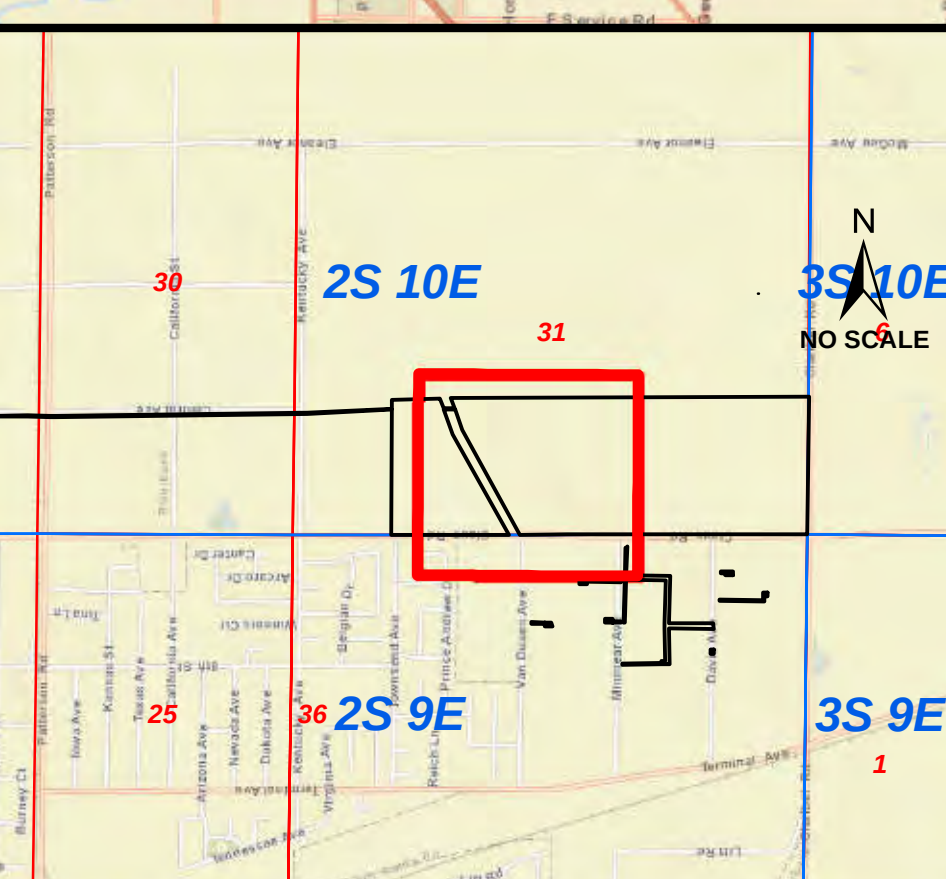
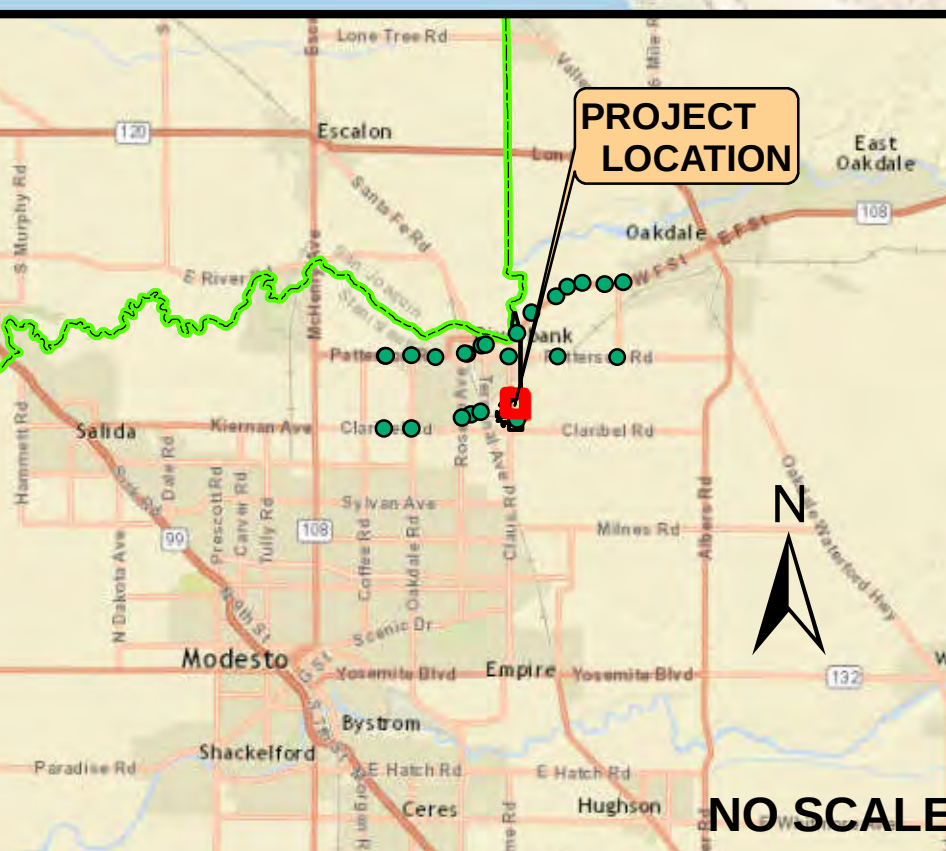
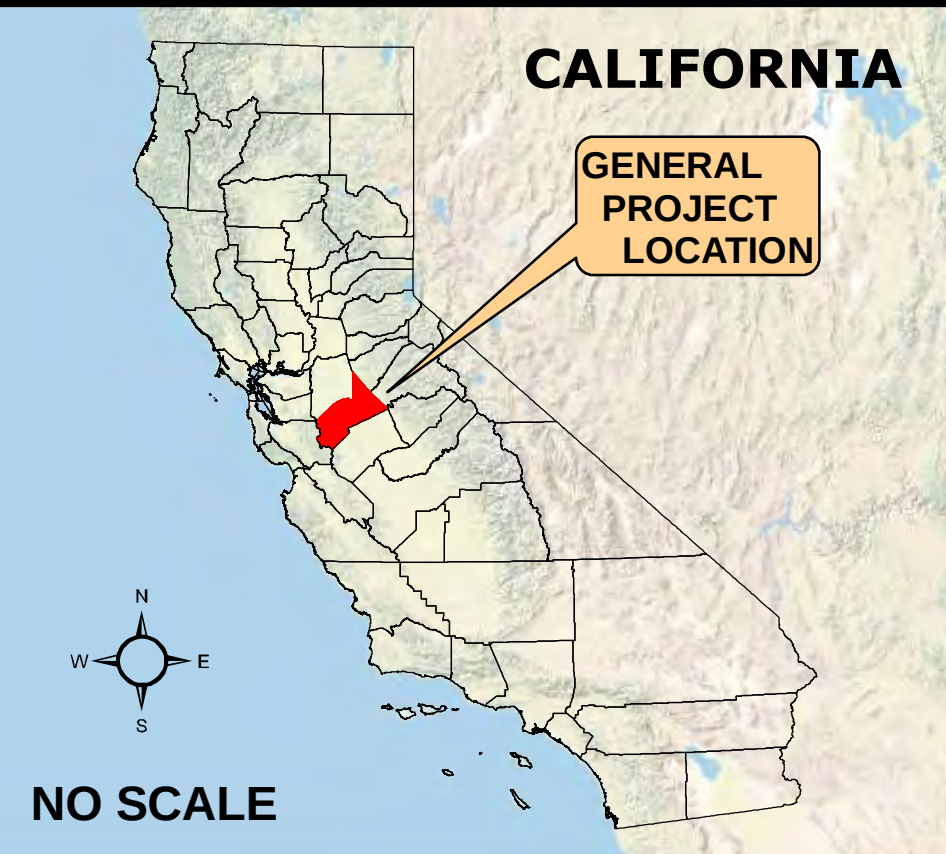
Special notes:

1) This information is NOT intended as a substitute for a field survey by a licensed professional, or an application that requires legal or engineering accuracy.

2) Parcel boundary data is only a representation of ground features projected on to the Earth's surface by computer programs from raw data obtained from local government agencies and is not necessarily in whole, or in part, based upon any physical survey, study, or recording, professional or otherwise, of the covered properties.

EASEMENTS on 2 & 2A

- 12" Raw Sewer Line
- 21" Sewer Pipe
- 36" Storm Drain
- 6" Forced Sewer Main to Riverbank Sewer System
- Electrical Power line
- Power Poles



MARGINALIA

Townships/Ranges:
T02S,R10E
of the Mount Diablo Baseline & Meridian.

0 25 50 100 150 200
Feet

1 inch = 75 feet

Coordinate System:
NAD 1983 2011 StatePlane California III FIPS 0403 Ft US
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Units: Foot US

ACQUISITION AUTHORIZATION

Riverbank Boundary

Railroad

RR Easement

PROJECT MAP

DRAFT FINAL
As Applicable

DEPARTMENT OF THE ARMY
USING SERVICE U.S. ARMY

LOCATION OF PROJECT

STATE CALIFORNIA
COUNTY COUNTY NAME
DIVISION SOUTH PACIFIC DIVISION (SPD)
DISTRICT SACRAMENTO (SPK)
ARMY AREA 6TH ARMY
10 Miles N.E. OF MODESTO
OF

TRANSPORTATION FACILITIES

FEDERAL ROADS
STATE ROADS STATE HWY 99
AIRPORTS

ACQUISITION

TOTAL ACRES ACQUIRED NO AREA
FEE NO AREA

PUBLIC DOMAIN ☐ WITHDRAWN ☐ USE PERMIT

USE PERMIT (Other than P.D.)

TRANSFER ☐ WITHDRAWN ☐ USE PERMIT

LEASE

EASEMENT RESERVED IN FEE DISPOSAL

LESSER INTERESTS ☐ EASEMENT ☐ PERMIT ☐ LICENSE

DISPOSAL

TOTAL ACRES DISPOSED NO AREA
SOLD

PUBLIC DOMAIN ☐ WITHDRAWN ☐ USE PERMIT

USE PERMIT (Other than P.D.)

TRANSFERRED ☐ FEE

LEASES TERMINATED

LESSER INTERESTS TERM

REASSIGNED

ACRES TO

LEGEND

EXCEPT FOR SPECIAL SYMBOLS SHOWN BELOW,
MAP SYMBOLS ARE STANDARD IN U.S. ARMY
FIELD MANUAL, FM 21-31, TOPOGRAPHIC SYMBOLS,
DATED DECEMBER 1968.

PROPERTY EASEMENTS

DEPARTMENT OF THE ARMY
OFFICE OF THE SACRAMENTO DISTRICT ENGINEER
SOUTH PACIFIC DIVISION

Riverbank Boundary

Railroad

RR Easement

CARTOGRAPHER STEVE J. CAREY
CARTO TECH. Penny Caldwell
CHECKED BY Penny Caldwell

SUBMITTED BY
STEVE J. CAREY
LEAD, CADASTRAL SECTION

RECOMMENDED BY
LISA NG
DEPT CHIEF, REAL ESTATE DIV.

APPROVED BY DIANE SIMPSON
CHIEF, REAL ESTATE DIVISION

DATE

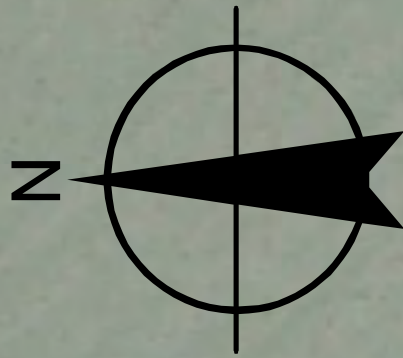
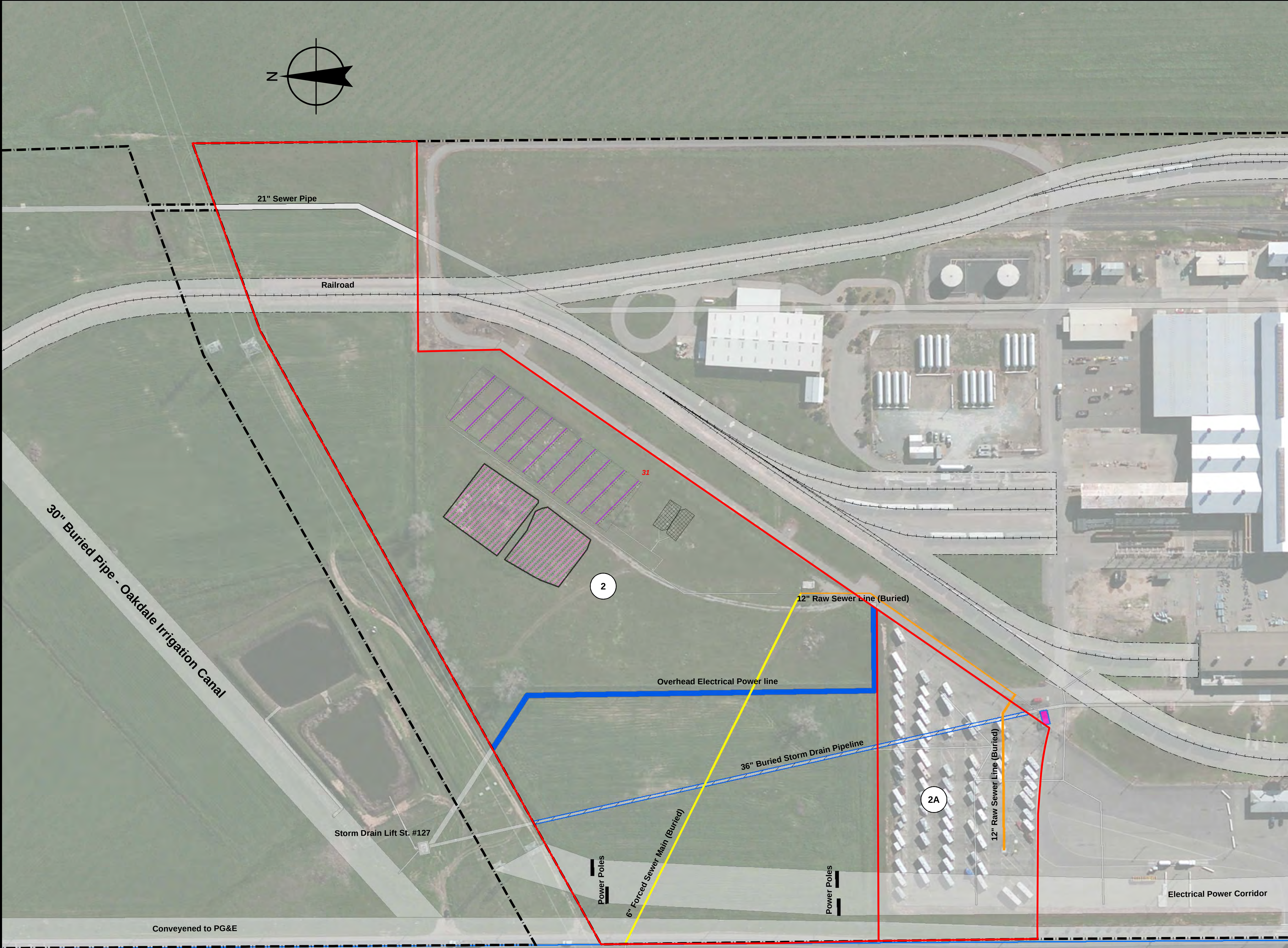
OFFICE, CHIEF OF ENGINEERS, WASHINGTON 25, D.C.

REMISS CODE:
REMISS UNIQUE ID:

INSTALLATION OR PROJECT NO.

Date Saved: 7/21/2016 11:23:30 AM
This sheet originally formatted to ARCH E1, 30"x42".

SHEET 1 OF 1
DRAWING NO.



Sewer

- Effluent Fields
- Sludge Beds
- Sanitary Sewer Beds
- Stormwater Diversion Tank

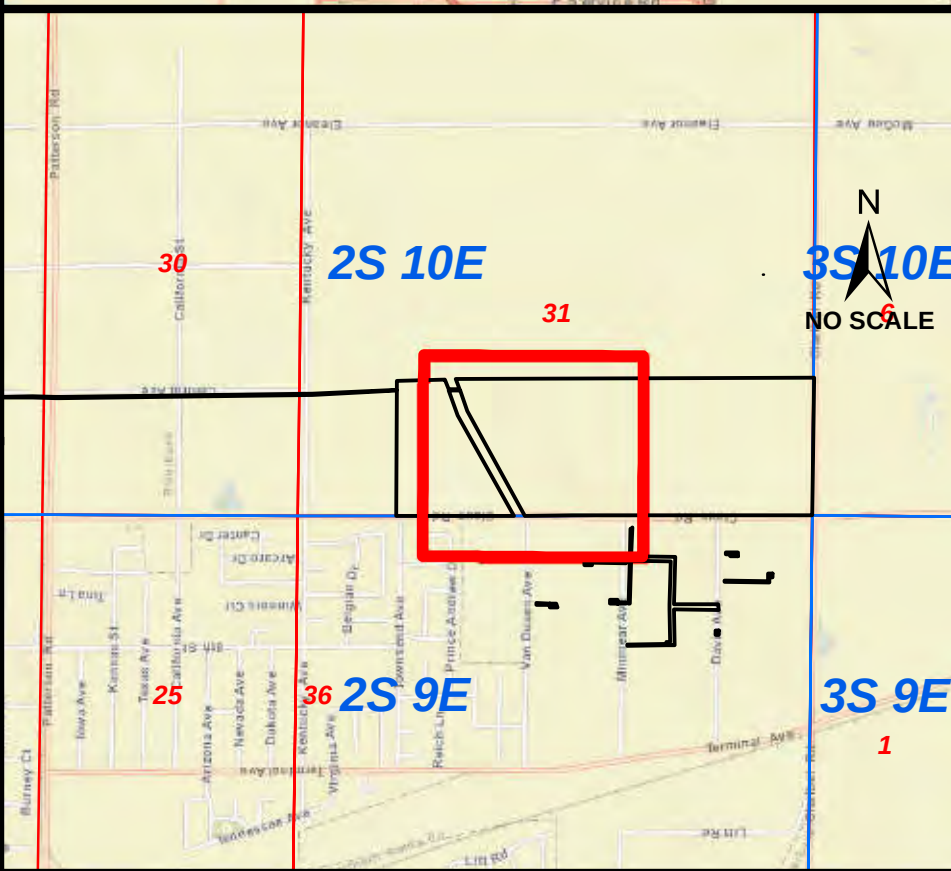
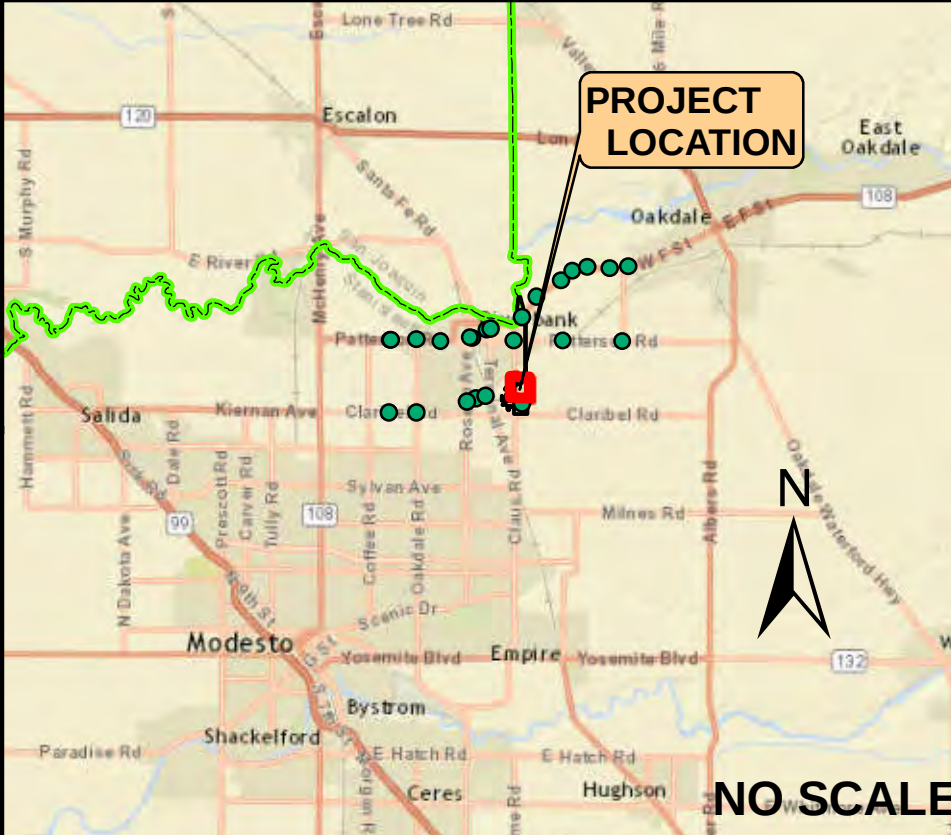
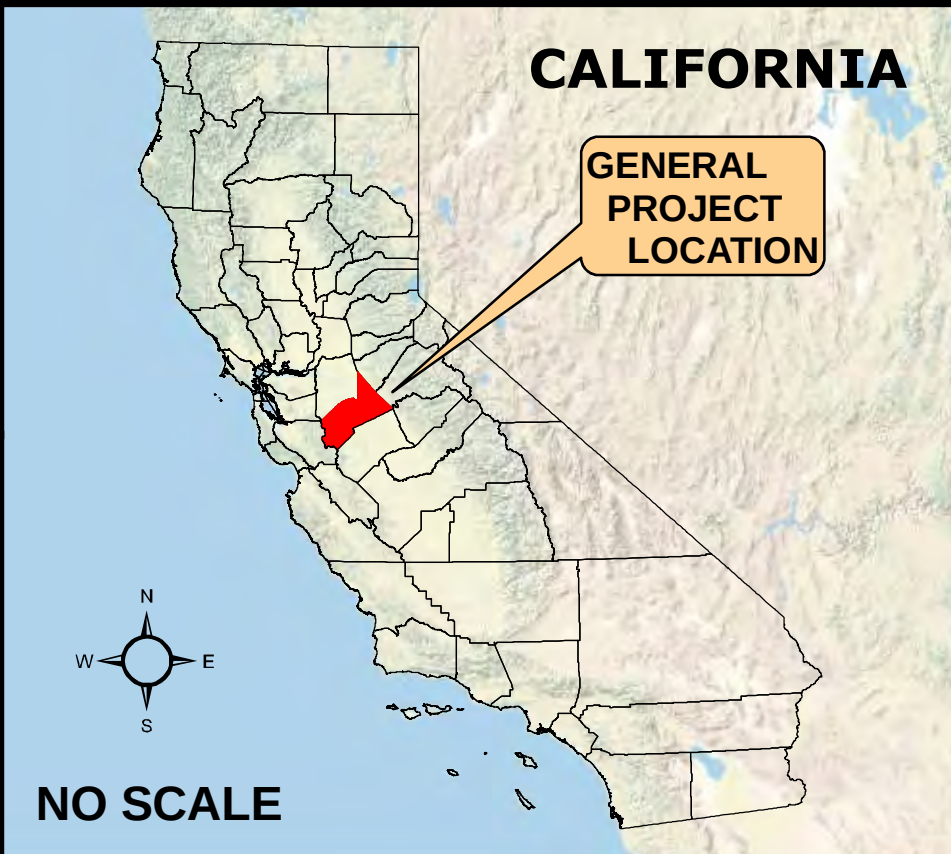
Special notes:

1) This information is NOT intended as a substitute for a field survey by a licensed professional, or an application that requires legal or engineering accuracy.

2) Parcel boundary data is only a representation of ground features projected on to the Earth's surface by computer programs from raw data obtained from local government agencies and is not necessarily in whole, or in part, based upon any physical survey, study, or recording, professional or otherwise, of the covered properties.

EASEMENTS on 2 & 2A

- 12" Raw Sewer Line
- 21" Sewer Pipe
- 36" Storm Drain
- 6" Forced Sewer Main to Riverbank Sewer System
- Electrical Power line
- Power Poles



MARGINALIA

Townships/Ranges:
T02S,R10E
of the Mount Diablo Baseline & Meridian.

Coordinate System:
NAD 1983 2011 StatePlane California III FIPS 0403 Ft US
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Units: Foot US

1 inch = 75 feet

ACQUISITION AUTHORIZATION

--- Railroad ---
--- RR Easement ---

PROJECT MAP

DEPARTMENT OF THE ARMY
USING SERVICE U.S. ARMY

LOCATION OF PROJECT

STATE CALIFORNIA
COUNTY COUNTY NAME
DIVISION SOUTH PACIFIC DIVISION (SPD)
DISTRICT SACRAMENTO (SPK)
ARMY AREA 6TH ARMY
10 Miles N.E. OF MODESTO
OF

TRANSPORTATION FACILITIES

FEDERAL ROADS
STATE ROADS STATE HWY 99
AIRPORTS

ACQUISITION

TOTAL ACRES ACQUIRED NO AREA
FEE NO AREA

PUBLIC DOMAIN (WITHDRAWN) (USE PERMIT)
USE PERMIT (Other than P.D.)
TRANSFER (WITHDRAWN) (USE PERMIT)

LEASE
EASEMENT RESERVED IN FEE DISPOSAL
LESSER INTERESTS (EASEMENT) (PERMIT) (LICENSE)

DISPOSAL

TOTAL ACRES DISPOSED NO AREA
SOLD

PUBLIC DOMAIN (WITHDRAWN) (USE PERMIT)
USE PERMIT (Other than P.D.)
TRANSFERRED (FEE)
LEASES TERMINATED
LESSER INTERESTS TERM
REASSIGNED
ACRES TO

LEGEND

EXCEPT FOR SPECIAL SYMBOLS SHOWN BELOW,
MAP SYMBOLS ARE STANDARD IN U.S. ARMY
FIELD MANUAL, FM 21-31, TOPOGRAPHIC SYMBOLS,
DATED DECEMBER 1968.

Riverbank Boundary

Railroad

--- Railroad ---
--- RR Easement ---

PROPERTY EASEMENTS

DEPARTMENT OF THE ARMY
OFFICE OF THE SACRAMENTO DISTRICT ENGINEER
SOUTH PACIFIC DIVISION

CARTOGRAPHER STEVE J. CAREY
CARTO TECH. Penny Caldwell
CHECKED BY Penny Caldwell

SUBMITTED BY
STEVE J. CAREY
LEAD, CADASTRAL SECTION

RECOMMENDED BY
LISA NG
DEPT CHIEF, REAL ESTATE DIV.

APPROVED BY DIANE SIMPSON
CHIEF, REAL ESTATE DIVISION

DATE

OFFICE, CHIEF OF ENGINEERS, WASHINGTON 25, D.C.

REQUIS CODE:
REQUIS UNIQUE ID:

INSTALLATION OR PROJECT NO.

Date Saved: 7/21/2016 11:23:30 AM
This sheet originally formatted to ARCH E1, 30"x42".

SHEET 1 OF 1
DRAWING NO.

DEPARTMENT OF THE ARMY
EASEMENT FOR ROAD OR STREET

No. DACA05-2-74-503

RIVERBANK ARMY AMMUNITION PLANT, RIVERBANK, CALIFORNIA
ON

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668 hereby grants to the County of Stanislaus, a political subdivision of the State of California,

hereinafter designated as the grantee, an easement for a right-of-way for a road or street over, across, in, and upon lands of the United States described as follows: in Exhibit "A," and as shown on Exhibit "B," both exhibits are attached hereto and made a part hereof.

~~as shown in red on Exhibit attached hereto and made a part hereof.~~

THIS EASEMENT is granted subject to the following provisions and conditions:

1. The construction, use, and maintenance of said road or street, including culverts and other drainage facilities, shall be performed without cost or expense to the United States, under the general supervision and subject to the approval of the officer having immediate jurisdiction over said premises.

2. The grantee shall at all times maintain said road or street in good condition and shall promptly make all repairs thereto needed to preserve a smooth-surface highway.

3. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

4. The use and occupation of said lands of the United States for the purposes authorized by this instrument shall be subject to such rules and regulations as the said officer may prescribe from time to time in order to properly protect the interests of the United States.

5. The United States shall in no case be liable for any damages or injuries to the said road or street which may be caused by or result from any operations undertaken by the Government, and no claim or right to compensation shall accrue from such damages or injuries.

C-8

6. The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on said lands as the Chief of Engineers may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over, and/or under the right-of-way hereby granted; provided, however, that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of said right-of-way for highway purposes.

7. It is to be understood that this instrument is effective only insofar as the rights of the United States in the property over which the said road or street is to be extended are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

8. All or any part of such right-of-way herein granted may be terminated by the Secretary of the Army for failure to comply with any or all of the terms or conditions of this grant, or for non-use for a two-year period or abandonment of rights granted herein.

9. It is understood that the provisions of Conditions Nos. 1 and 5, supra, shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the road or street described herein.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

11. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said road or street.

The granting clause was altered prior to the execution of this instrument.

APPROVED AS TO FORM AND CONTENT:

COUNTY OF STANISLAUS, CALIFORNIA

T. W. MARTZ
County Counsel

BY: Harvey R. Dablin

DATE: July 19, 1973

TITLE: Easement

By: [Signature]
Chairman of the Board of
Supervisors

Date: July 31, 1973

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 27th
day of NOVEMBER 1973, by direction of the Assistant Secretary
of the Army (I&L).

U. S. GOVERNMENT PRINTING OFFICE

16-7800

[Signature]
Gordon M. Hobbs
Assistant for Real Property
OASA(I&L)

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON) SS

On this 27th day of NOVEMBER A. D. 19 73,

before me Curtis Moore Jr., a Notary Public in
and for the said County and State, residing therein, duly commissioned
and sworn, personally appeared _____,
known to me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he signed the same by direction
of the Assistant Secretary of the Army (GORDON M. HOBBS)
as the free and voluntary act and deed of the United States of America
for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

Curtis Moore Jr.
Notary Public
Arlington County, Virginia

My Commission Expires:

18 JUL 1975

**THE BOARD OF SUPERVISORS
OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA**

Date: July 31, 1973

IN RE:

RIGHT OF WAY EASEMENT ON CLAUS
AND CLARIBEL ROADS

R E S O L U T I O N

WHEREAS, a proposed easement, No. DACA05-2-74-503, has been presented to this Board by the Department of the Army for widening Claus and Claribel Roads adjacent to the Army Ammunition Plant, Riverbank; and

WHEREAS, a portion of the additional right of way is needed for a project to alleviate a storm water problem in that area; and

WHEREAS, this Board has reviewed the contents thereof and is familiar with the contents thereof.

NOW, THEREFORE, BE IT RESOLVED that the interest in real property conveyed by Easement No. DACA05-2-74-503 from the Department of the Army to the County of Stanislaus, a political corporation and/or governmental agency, is hereby accepted by the undersigned Chairman of the Board of Supervisors of the County of Stanislaus, State of California, on behalf of the said Board of Supervisors, and the grantee consents to recordation thereof by its duly authorized officer.

Upon motion by Supervisor Vander Wall, seconded by Supervisor Arakelian, the foregoing resolution was duly passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this 31st day of July, 1973, by the following called vote:

AYES: Supervisors: Arakelian, Ulm, Franzen, Vander Wall and Chairman pro tem Paul

NOES: Supervisors: None

ABSENT: Supervisors: None

ATTEST: STEVE R. NELSON, County Clerk
and ex-officio Clerk of the
Board of Supervisors of the
County of Stanislaus, State
of California

By LLOYD R. BROUILLARD
Deputy Clerk

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors. AUG 1 1973

STEVE R. NELSON

County Clerk and ex-officio Clerk of the
Board of Supervisors of the County of
Stanislaus, State of California

By Beverly R. Barrett Deputy

Legal Description of Property on Claus Road and Claribel Road

All that real property in Section 31, T. 2 S. - R. 10 E., M.D.M., County of Stanislaus, State of California, described as follows:

Parcel 1

Commencing at the southwest corner of said Section 31; thence N. $89^{\circ}54'33''$ E. on the south line of said Section 31 a distance of 20.00 ft. to the southerly extension of the present east line of 40.00 ft. wide Claus Road; thence N. $0^{\circ}30'27''$ W. on said east line 25.00 ft. to the POINT OF BEGINNING of this description; thence continue N. $0^{\circ}30'27''$ W., on said east line, 2617.18 ft.; thence N. $0^{\circ}30'16''$ W. on said east line 1699.68 ft. to the north line of the property conveyed to United States of America by deed recorded in Volume 949 of Official Records at Page 456, Stanislaus County Records; thence N. $89^{\circ}51'46''$ E., on said north line, 30.00 ft.; thence S. $0^{\circ}30'16''$ E. on a line which is 30.00 ft., by right angle measurement, east of and parallel with said east line of Claus Road, 1483.96 ft. to the beginning of a curve concave to the west, having a radius of 5050.00 ft. and a central angle of $4^{\circ}03'00''$; thence Southerly on the arc of said curve 356.96 ft. to the point of reverse curvature with a curve concave to the east, having a radius of 4950.00 ft. and a central angle of $4^{\circ}03'11''$ and from which point the center of said curve bears S. $86^{\circ}27'16''$ E.; thence Southerly on the arc of said curve 350.16 ft.; thence S. $0^{\circ}30'27''$ E. on a line which is 5.00 ft., by right angle measurement, east of and parallel with the aforementioned present east line of Claus Road, 2086.32 ft. to the beginning of a curve concave to the northeast having a radius of 15.00 ft. and a central angle of $89^{\circ}35'00''$; thence Southeasterly on the arc of said curve 23.45 ft.; thence S. $0^{\circ}30'27''$ E., 25.00 ft. to the present north line of 50.00 ft. wide Claribel Road; thence S. $89^{\circ}54'33''$ W. on said line 19.89 ft. to the point of beginning, and containing 1.56 acres, more or less.

EXCEPTING THEREFROM a strip of land lying in the northwest quarter of said Section 31 described as follows:

Commencing at the west quarter corner of said Section 31; thence N. $0^{\circ}30'16''$ W. on the west line of said Section, 357.82 ft. to the southwesterly extension of the southerly line of the property conveyed to the City and County of San Francisco by Deed recorded in Volume 56 of Official Records at Page 71, Stanislaus County Records; thence N. $61^{\circ}13'22''$ E. on said southerly line 22.71 ft. to the southwest corner of said last mentioned property and the POINT OF BEGINNING of this description; thence N. $0^{\circ}30'16''$ W. on the west line of said property 124.90 feet to the northerly line of said property; thence N. $61^{\circ}13'22''$ E. on said northerly line 34.06 ft.; thence S. $0^{\circ}30'16''$ E. on a line which is 30.00 ft., by right angle measurement, east of and parallel with the present east line of Claus Road, 124.90 ft. to the southerly line of said property; thence S. $61^{\circ}13'22''$ W. on said southerly line 34.06 ft. to the point of beginning, and containing 0.09 acres more or less.

ALSO EXCEPTING THEREFROM a strip of land 60.00 ft. wide lying in the northwest quarter of said Section 31 known as the Oakdale Irrigation District Riverbank Lateral and described as follows:

Commencing at the west quarter corner of said Section 31; thence N. $0^{\circ}30'16''$ W. on the west line of said Section 31 a distance of 586.31 ft. to the southwest corner of the property conveyed to Oakdale Irrigation District by Deed recorded in Volume 87 of Deeds at Page 430, Stanislaus

EXHIBIT "A"

County Records; thence N. $47^{\circ}43'13''$ E. on the southerly line of said property 26.82 ft. to the present east line of 40.00 ft. wide Claus Road and the POINT OF BEGINNING of this description; thence N. $0^{\circ}30'16''$ W. on said east line 80.45 ft. to the northerly line of said property; thence N. $47^{\circ}43'13''$ E. on said northerly line 40.23 ft.; thence S. $0^{\circ}30'16''$ E. on a line which is 30.00 ft., by right angle measurement, east of and parallel with said east line of Claus Road 80.45 ft. to the southerly line of said Oakdale Irrigation District property; thence S. $47^{\circ}43'13''$ W. on said southerly line 40.23 ft. to the point of beginning, and containing 0.06 acres, more or less.

Parcel 2

Commencing at the southwest corner of said Section 31; thence N. $89^{\circ}54'33''$ E. on the south line of said Section 31, a distance of 1440.00 ft. to the southerly extension of the east line of the property conveyed to the United States of America by Deed recorded in Volume 949 of Official Records at Page 456, Stanislaus County Records; thence N. $0^{\circ}30'27''$ W. on said east line 25.00 ft. to the present north line of 50.00 ft. wide Claribel Road and the POINT OF BEGINNING of this description; thence S. $89^{\circ}54'33''$ W. on said north line 1400.11 ft.; thence N. $0^{\circ}30'27''$ W. 25.00 ft.; thence N. $89^{\circ}54'33''$ E. on a line which is 25.00 ft., by right angle measurement, north of and parallel with said north line of Claribel Road 1400.11 ft. to the east line of the United States of America property; thence S. $0^{\circ}30'27''$ E. on said east line 25.00 ft. to the point of beginning, and containing 0.80 acres, more or less.

The composite total of Parcel 1 and Parcel 2 contains 2.22 net acres, more or less.

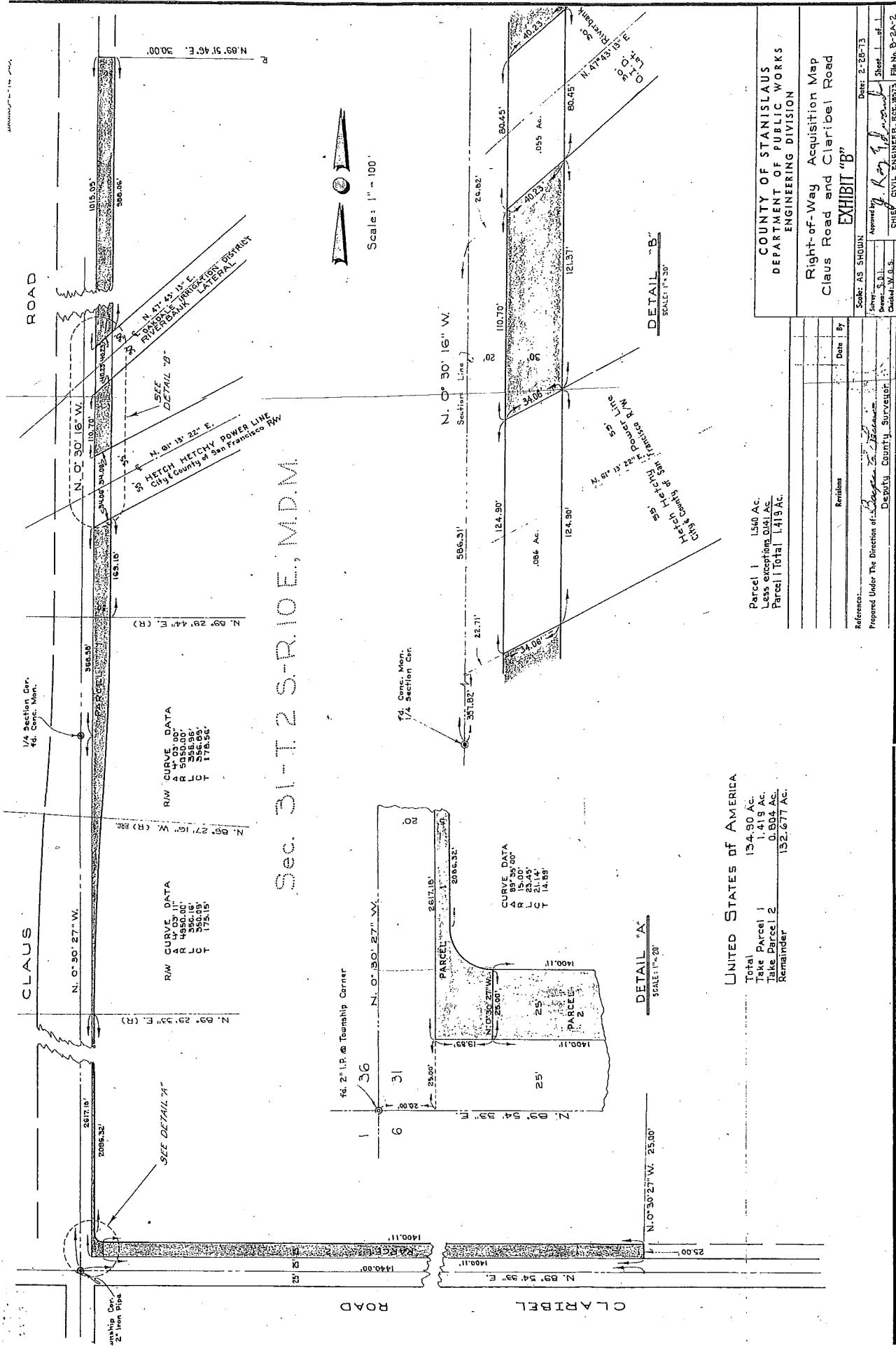


EXHIBIT "E" - LIST OF OUTGRANTS

The following are made a part of this Agreement:

<u>Contract No.</u>	<u>Grantee</u>	<u>Purpose</u>	<u>Term Date</u>
DACA05-2-74-503	County of Stanislaus	Road Easements (Claus/Claribel)	Perpetual
DACA05-2-86-608	Pacific Gas & Electric	Overhead Power Lines	Perpetual

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DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY
INSTALLATIONS ENERGY AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON, DC 20310-0110

Debbie Olson
Executive Director
City of Riverbank Local Redevelopment Authority
6707 Third Street
Riverbank, CA 95367

Dear Ms. Olson:

The purpose of this letter is to emphasize the requirements for preparing and submitting annual financial statements associated with the property at the former Riverbank Army Ammunition Plant (RBAAP) to be conveyed under the Economic Development Conveyance (EDC) authority in accordance with Article 4 of the Memorandum of Agreement ("Agreement") between the Army and the City of Riverbank Local Redevelopment Authority (RLRA). BRAC law and applicable DoD implementing regulations require EDC property recipients to reinvest proceeds received from the sale, lease or equivalent use of former military base assets to support economic redevelopment of, or related to, the former military installation for a period of no less than seven (7) years following the date of the last settlement, as defined in the Agreement as the Reinvestment period. These activities for reinvestment fall into twelve (12) categories, except as otherwise specifically provided in the Agreement. A list of these categories is at Enclosure 1.

The Department of Defense and the Army require that the LRA submit annual financial statements, from an independent, Certified Public Accountant (CPA)) that account for the reinvestment of proceeds generated from the EDC property into one or more of the allowable categories. The Army also requires a U.S. Army Audit Agency review and report on the annual statements. The Army requires the following from the LRA to fully evaluate whether the proceeds were properly invested:

- Submit financial statements from an independent certified public accounting firm. The CPA's audit report should express an opinion on the LRA's financial position, results of its operations, and whether the financial statements were presented fairly in all material respects.
- Include in the statements (or as supplemental statements) a breakdown of the revenues and expenditures generated from the EDC parcels. Expenditures are to be broken down into the twelve (12) categories to show where the proceeds were reinvested. In addition, the Army requires notes to the financial statements and supplemental schedules to provide explanations of the sources of revenues and expenditures and its future plans for redeveloping the EDC property.

Enclosure 2 is a framework for financial statements that the Army finds acceptable. These examples are intended to provide only a framework for the minimum amount of data required for preparing financial statements. Enclosure 3 is an example of notes to the financial statement

explaining revenues, expenses, and future plans for the EDC property. Enclosure 4 is an example of a supplemental schedule detailing sources of revenues. Enclosure 5 contains the mailing addresses for the annual financial statements.

Your accounting reports must also include accurate statements of gross revenues for Army review and verification of income as related to the Agreement. The Army will review your annual reports to include monthly totals of gross income for each source of income. Each source of revenue must be reported separately (i.e. agricultural leases, real property sales, land and building lease revenues, etc.). These reports must be supported by transactional details that would be made available if requested by the Army. The Army will require these annual reports of gross income until the Reinvestment Period has expired. This reporting of gross revenues by source of income can be included in the reporting required to show reinvestment of revenues and expenditures under the EDC legislation, as discussed in the prior paragraphs above, and must include the required detail to satisfy the Reinvestment Requirements.

The Army requests your timely submission of all appropriate financial statements. If you have any questions or concerns, please contact Markus Craig in the Army BRAC Division at, 703-545-2474 or markus.a.craig.civ@mail.mil.

Sincerely,

Paul D. Cramer
Deputy Assistant Secretary of the Army
(Installations, Housing, and Partnerships)

Enclosure 1 - Listing of 12 Allowable Categories

Allowable activities include reinvestment in the following 12 Categories:

1. Road construction and public buildings.
2. Transportation management facilities.
3. Storm and sanitary sewer construction.
4. Police and fire protection facilities and other public facilities.
5. Utility construction.
6. Building rehabilitation.
7. Historic property preservation.
8. Pollution prevention equipment or facilities.
9. Demolition.
10. Disposal of hazardous materials generated by demolition.
11. Landscaping, grading, and other site or public improvements.
12. Planning for or the marketing of the development and reuse of the installation.

Enclosure 2 – Framework for Financial Statements

Below are examples of a Balance Sheet, Statement of Revenues and Expenditures, Changes in Fund Equity, and Statement of Cash Flows. These examples are intended to provide only a framework for the minimum amount of data required for preparing the financial statements. The lines items listed are not and were not intended to be all inclusive of the line items required for the statements. Local redevelopment authorities are in a better position to know what line items they should include to ensure the financial statements reasonably present, without material misstatement, their operations and financial position. DoD and the Army require certified statements to verify that Local Redevelopment Authorities comply with Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Public Law 101-510; 10 U.S.C. 2687 note) as amended.

Local Redevelopment Authority Balance Sheet Date (\$ in thousands)				
<u>Assets</u>	<u>EDC</u> <u>(Operating</u> <u>Fund of</u> <u>Authority)</u>	<u>Other</u> <u>(*)</u>	<u>Grants</u>	<u>Total</u>
Cash				
Accounts receivable (Net of Allowance for Doubtful Accounts)				
Inventory				
Property, Plant and Equipment (Net of Depreciation)				
Other Assets				
Total Assets				
<u>Liabilities and Fund Equity</u>				
Liabilities				
Accounts Payable				
Contracts Payable				
Accrued Liabilities				
Deferred Revenue				
Other Liabilities				
Total Liabilities				
Fund Equity				
Investment in General Fixed Assets				
Unrestricted/Undesignated Equity				
Restricted/Designated Equity				
Total Fund Equity				
Total Liabilities and Fund Equity				
(*) Other includes sales and/or any other source of revenues, expenditures, and/or benefits that are derived from the disposal and/or other use of transferred Federal property, such as, subleases. The accompanying notes are an integral part of the financial statements. Notes should include, at a minimum, information about the methods used to calculate allowance for bad debts and depreciation and identify what or how parcels, if property was transferred in phases, are included in the statement				

Framework for Financial Statements (Cont'd)

Statement of Revenues and Expenses

Local Redevelopment Authority Statement of Revenues and Expenses For the Period Ended [Date] (\$ in Thousands)				
<u>Revenue</u>	<u>EDC</u> <u>(Operating</u> <u>Fund of</u> <u>Authority)</u>	<u>Other (*)</u>	<u>Grants</u>	<u>Total</u>
Sales Income				
Rent/Lease Income				
Utility Income				
Housing Income				
Income from Sale of Property				
Interest Income				
Other Income				
Total Revenue				
<u>Expenditures</u>				
Road Construction				
Transportation management facilities				
Storm and sanitary sewer construction				
Police and fire protection facilities				
Utility construction				
Building rehabilitation				
Historic property preservation				
Pollution prevention equipment/facilities				
Demolition				
Disposal of hazardous materials				
Landscaping and other site improvements				
Planning and marketing				
Total Expenditures				
Net Revenues Less Expenditures				
(*) Other includes sales and/or any other source of revenue, expenditures, and/or benefits that are derived from the disposal and/or other use of transferred Federal property, such as, subleases.				
The accompanying notes are an integral part of the financial statements. Notes should include, at minimum, information about the methods used to calculate allowance for bad debts and depreciation and identify what or how parcels, if property was transferred in phases, are included in the statements.				

Framework for Financial Statements (Cont'd)
Statement of Changes in Fund Equity

Local Redevelopment Authority Statement of Changes in Fund Equity For the Period Ended [Date] (\$ in Thousands)				
Net Revenues Less Expenditures Other Financing Sources (Uses) Transfers in Transfers out Total Other Financing Sources (Uses) Net of Revenues and Other Sources Less Expenditures Changes in Fund Equity	EDC (Operating Fund of Authority)	Other (*)	Grants	Total
Fund Equity at Beginning of Period Fund Equity at End of Period				
(*) Other includes sales and/or any other source of revenue, expenditures, and/or benefits that are derived from the disposal and/or other use of transferred Federal property, such as, subleases.				
The accompanying notes are an integral part of the financial statements. Notes should include, at a minimum, information about the methods used to calculate allowance for bad debts and depreciation and identify what or how parcels, if property was transferred in phases, are included in the statements.				

Framework for Financial Statements (Cont'd)
Statement of Cash Flows

Local Redevelopment Authority Statement of Cash Flows For the Period Ended [Date] (\$ in Thousands)				
	<u>EDC (Operating Fund of Authority)</u> <u>XXX</u>	<u>Other (*)</u>	<u>Grants</u>	<u>Total</u> <u>XXX</u>
Cash at Beginning of Year				
Cash Flows from Operating Activities				
Cash received from:				
Leases				
Developer Fees				
Other				
Cash paid for:				
Wages				
Costs of Providing Services				
Net Cash Flow From Operations				
Cash Flows from Investing Activities				
Cash received from:				
Sale of Property or Equipment				
Deposits received from developers				
Collection of Principal on Loans				
Cash paid for:				
Purchase of Property and Equipment				
Making loans to other entities				
Net Cash Flow from Investing Activities				
Cash Flows from Financing Activities				
Cash received from:				
Bond Proceeds				
Borrowing				
Cash paid for:				
Repayment of Loans				
Net Cash Flows from Financing Activities				
Net Increase in Cash				
Cash at End of Year	<u>XXX</u>			<u>XXX</u>
(*) Other includes sales and/or any other source of revenue, expenditures, and/or benefits that are derived from the disposal and/or other use of transferred Federal property, such as, subleases.	<u>XXX</u>			<u>XXX</u>
The accompanying notes are an integral part of the financial statements. Notes should include, at a minimum, information about the methods used to calculate allowance for bad debts and depreciation and identify what or how parcels, if property was transferred in phases, are included in the statements.				

Enclosure 3 – Example of Explanations Included in Notes to Financial Statements

NOTE X – ARMY’S ECONOMIC DEVELOPMENT CONVEYANCE OF THE PROPERTY FOR NO MONETARY CONSIDERATION

The Local Redevelopment Authority received **105.32** acres of the former Riverbank Army Ammunition Plant for no monetary consideration on XX Month ____ in a less than fair market value economic development conveyance.

For the year ended **XXXXXX**, the Local Redevelopment Authority earned **\$XX** million in revenue from the use of the property conveyed to the authority at less than fair market value by the Army. A breakdown of the revenue earned is:

\$XX million net proceeds from the sale of one parcel of property to **XXXXXX** Company which plans to lease these buildings to industrial and office tenants.

\$XX million deferred revenue from a deposit made by **XXXXXX** Company on another parcel of property, which plans to develop a retail shopping center on the site.

\$XX million net proceeds from an auction of personal and real property left by the Army as part of the property conveyed to the authority.

For the year ended **XXXXXX**, the Local Redevelopment Authority incurred expenditures for:

Extending an interstate to provide access road.

Snow removal and grass cutting.

Advertising with **XXXXX** newspaper or real estate firm.

Municipal services.

Salary and wages.

The Local Redevelopment Authority also issued a bond [or obtained a loan] of **\$XX** on XX month 2011 that has a 5-year term at 5 percent interest, compounded annually. Proceeds of this bond [loan] were used for **XXX** and will be used for **XXX**.

The Local Redevelopment Authority plans to redevelop the property conveyed to them for no monetary consideration by the Army by building an industrial park. As of the **XXXXXXX**, the authority has sold (or leased) one of the parcel(s) and is in entering into agreements of sale for the other two parcels.

Enclosure 4 – Example of a Supplemental Schedule Detailing Sources of Revenue

Sale of Real Property

Local Redevelopment Authority Fort Anywhere, Texas		Years Ended June 2010 and 2011		
	ABC College	XYZ Publishing	WE Mfg	EFG Mfg (1)
Gen Prop Description	Child Dev. Center	Print Plant Bldg.18	Bldg 650	Bldg. 65 & 66
Date orig. created	5/22/10	7/18/10	1/26/11	7/15/11
Contract Amount	\$250K	\$625K	\$1,150K	\$1,450K
Adjustment to Contract		\$25K		\$35K
Collected in FY 2010	(\$150K)	(\$50K)		
Collected in FY 2011	\$0	(\$600K)	(\$1,150K)	(\$1,000K)
Uncollected Balance	\$100K			\$485K
Due to Authority				
FY 2012	\$100K			\$285K
FY 2013	\$0	\$0	\$0	\$200K

Add any Notes Here

(1) Collection of future amounts could be accelerated

Enclosure 5 – Mailing Addresses for Annual Financial Statements

The City of Riverbank should mail its annual financial statements to the following.

To Army:

Office of Assistant Chief of Staff for Installation Management
ATTN: BRAC Division (DAIM-ODB) c/o Markus A. Craig
600 Army Pentagon
Washington, DC 20310-0600

With a copy to:

U.S. Army Corps of Engineers
Sacramento District
Chief, Real Estate Division (CESPK -RE)
1325 J Street
Sacramento, CA 95814-2922

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING THE ECONOMIC DEVELOPMENT CONVEYANCE MEMORANDUM OF AGREEMENT FOR THE TRANSFER OF THE RIVERBANK ARMY AMMUNITION PLANT ("RBAAP") FROM THE UNITED STATES GOVERNMENT TO THE RIVERBANK LOCAL REDEVELOPMENT AUTHORITY

WHEREAS, the Riverbank Army Ammunition Plant is a military base located in the City of Riverbank (the "Base"), which is currently owned by the United States of American, acting by and through the Department of the Army ("the Federal Government" or the "Army"); and,

WHEREAS, the Riverbank Army Ammunition Plant was selected for closure by the Base Realignment and Closure Commission ("BRAC") in 2005, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, pursuant to the power and authority provided by the Defense Base Closure and Realignment Act of 1990, 10 U.S.C. § 2687 note, as amended, the Army is authorized to convey surplus property at a closed military installation to the local redevelopment authority for economic development purposes; and,

WHEREAS, the United States Department of Defense designated the City of Riverbank ("City") as the Local Redevelopment Authority ("RLRA") responsible for the conversion of the Base under the federal disposition process; and,

WHEREAS, the City Council of the City of Riverbank serves as the oversight body of the RLRA; and,

WHEREAS, in 2006, the RLRA was designated to serve as the single entity responsible for the reuse and redevelopment of the Base; and,

WHEREAS, in October 2009, after an extensive community planning effort, a Reuse Plan for the Base (the "Reuse Plan") was unanimously endorsed by the RLRA Board of Directors ("Board"); and,

WHEREAS, the United States Department of Housing and Urban Development approved the Reuse Plan in March 2009; and,

WHEREAS, the Reuse Plan recommended an economic development conveyance ("EDC") of property to the City of Riverbank; and,

WHEREAS, the RLRA submitted an EDC Application and Business Plan for the RBAAP to the Army in May 2010, for an economic development conveyance to the RLRA of 132.74 acres; and,

WHEREAS, an amended EDC Application was submitted to the Army that proposed removal of 28.66 acres along the Stanislaus River from the transfer to the City of Riverbank; and,

WHEREAS, the EDC Application recommended a financial structure for conveyance of the Base to the RLRA which is to be for no monetary consideration; and,

WHEREAS, the Office of the Secretary of Defense, correspondence dated February 12, 2013, concurred with the recommendation of the Army and authorized the use of an EDC for transfer of RBAAP; and,

WHEREAS, the RLRA and the Army have diligently and in good faith negotiated an Economic Development Conveyance Memorandum of Agreement ("EDC MOA"), attached as Exhibit A to this Resolution, which is hereby declared to be part of this Resolution as if set forth fully herein; that addresses key terms and condition for the conveyance of the Base to the RLRA; and,

WHEREAS, pursuant to the EDC MOA, the transfer of the Base is for no monetary consideration.

NOW THEREFORE BE IT RESOLVED, that the RLRA Board of Directors approves the EDC MOA and authorizes the Mayor of the City of Riverbank to execute, deliver and perform the EDC MOA; and,

BE IT FURTHER RESOLVED, that the RLRA Board of Directors authorizes and urges the City Manager and/or the Mayor, prior to execution of the EDC MOA to make changes and take any and all steps, including but not limited to, the attachment of exhibits and the making of corrections, as the City Manager and/or the Mayor determines, in consultation with the City's legal counsel, are necessary or appropriate to consummate the EDC MOA and in accordance with the Resolution; provided however, that such changes and steps do not materially decrease the benefits or materially increase the obligations or liabilities of the RLRA, and are in compliance with all applicable laws; and,

BE IT FURTHER RESOLVED, that all actions heretofore taken by the RLRA and its officer, employee, and agents with respect to the EDC MOA are hereby approved, confirmed and ratified; and,

BE IT FURTHER RESOLVED, that the RLRA Board of Directors authorizes and urges officers, employees and agents of the RLRA and the City to take any and all steps as they deem necessary or appropriate, to the extent permitted by applicable law, in order to consummate the EDC MOA in accordance with this Resolution, including execution of subsequent documents and acceptance of property from the Army, or to otherwise effectuate the purpose and intent of this Resolution and RLRA's performance under the EDC MOA; and,

THEREFORE, BE IT FURTHER RESOLVED, that the RLRA Board of Directors authorizes the City Manager and/or the Mayor to enter into any amendments or modifications to the EDC MOA that the City Manager and/or the Mayor determines, in consultation with the City's legal counsel, that are in the best interest of the RLRA, do not materially decrease the benefits to or materially increase the obligations or liabilities of the RLRA, and are in compliance with all applicable laws.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25TH day of July, 2017; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor