



CITY OF RIVERBANK
**REGULAR CITY COUNCIL AND THE
LOCAL REDEVELOPMENT AUTHORITY BOARD
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, MARCH 27, 2018– 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 Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz
- 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: Update on the Stanislaus Consolidated Fire Protection District Board.

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 March 13, 2018, City Council and Local Redevelopment Authority Minutes.

Item 3.C: Award Bid for Riverbank Industrial Complex Renovations.

Item 3.D: A **Resolution** Authorizing the Execution of a Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2018 Cheese & Wine Festival and the Potential Appropriation of \$15,000 from the General Fund for Said Services.

Item 3.E: A **Resolution** Authorizing the Mayor to Execute a Lease with Chris Ricci Presents, Inc. for the Area Associated with the Riverbank Cheese and Wine Festival.

Item 3.F: A **Resolution** Adopting the 2017 Annual General Plan and Housing Element Annual Progress Reports (APRs) as well as Authorizing Staff to Submit said Reports to the California Office of Planning and Research and California Department of Housing and Community Development

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

4. UNFINISHED BUSINESS

Item 4.1: Second Reading by Title Only and Adoption of Proposed Ordinance No. 2018-004 Repealing in its Entirety Chapter 122: Video Franchise of Title XI: Business Regulations and Replacing it with a New Chapter 122: Video Service Franchise to Include Reauthorization of the PEG Fee and to Automatically Reauthorize the Peg Fee upon Renewal of a State Video Franchise – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2018-004 and consider its adoption by roll call vote.

5. PUBLIC HEARINGS There are no items to consider.

6. NEW BUSINESS There are no items to consider.

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 adjourning to Closed Session.

Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8
Property: 062-031-005, 062-031-006, 062-031-007
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Industrial Realty Group, LLC
Property Negotiator: Aemetis, Inc.

Item 8.2: **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code § 54957.6
Agency representative: Sean Scully, City Manager
Employee organizations: Miscellaneous Employees
Mid-Management Bargaining Unit

Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (2) potential cases

Item 8.4: **PUBLIC EMPLOYMENT**

Pursuant to Government Code Section 54957(b)
Title: City Manager

Item 8.5: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8
Property: 3012 High Street (APN 132-003-022)
Agency Negotiator: Sean Scully, City Manager
Property Negotiator: Jason James

9. REPORT FROM CLOSED SESSION

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

- Item 9.2:** Report from Closed Session on Item 8.2: **CONFERENCE WITH LABOR NEGOTIATORS** – Miscellaneous and Mid-Management Bargaining units
- Item 9.3:** Report from Closed Session on Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** (2) potential cases
- Item 9.4:** Report from Closed Session on Item 8.4: **PUBLIC EMPLOYMENT**– City Manager
- Item 9.5:** Report from Closed Session on Item 8.5: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

ADJOURNMENT (The next regular City Council meeting – Tuesday, April 10th @ 6:pm)

UPCOMING EVENTS:

City Hall Friday Office Hours	• <u>City Offices are Closed Alternating Fridays</u> - o Friday: March 23 and April 6 & 20 – CLOSED - o Friday: March 30 and April 13 & 27 – OPEN from 8:00 am to 5:00 p.m.
2018 Canceled Regular City Council Meetings	• <u>City Council voted to cancel the following regular meetings:</u> - o Tuesday, July 10, 2018 - o Tuesday, August 14, 2018 - o Tuesday, November 27, 2018 - o Tuesday, December 25, 2018

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 22nd day of March, 2018

/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 aaguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	March 27, 2017
Subject:	Update on Stanislaus Consolidated Fire Protection District Board
From:	Sean Scully, City Manager
Submitted by:	Cheryl Stefani, Administrative Assistant

RECOMMENDATION

City Council shall receive an update from Michelle Guzman, City Representative of the Stanislaus Consolidated Fire Protection District Board.

SUMMARY

Michelle Guzman represents the City of Riverbank every second Thursday of the month by attending the Stanislaus Consolidated Fire Protection District Board meetings. These meetings rotate monthly between Riverbank, Waterford, and Empire; and Michelle will be updating Council on board actions and activities.

FINANCIAL IMPACT

None

ATTACHMENT

None

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	March 27, 2018
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 any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council; typically 72 hours prior to the scheduled date and time of the meeting.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B**

SECTION 3: CONSENT CALENDAR

Meeting Date:	March 27, 2018
Subject:	Approval of the March 13, 2018, 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 March 13, 2018, 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. March 13, 2018, City Council and LRA Minutes



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

**MINUTES OF
TUESDAY, MARCH 13, 2018**

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 Council/Authority Member District 2 Cindy Fosi
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz
Absent Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)

AGENDA CHANGES: Mayor/Chair Richard D. O'Brien – *There were no changes made.*

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.

No one declared a conflict.

1. PRESENTATIONS There were no presentations.

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.

Riverbank residents, Haskell Moore, Arthur Hidalgo, Jose Cardenas, Daniel Wyatt, and Leticia Hidalgo, and Riverbank business owner Reggie Kumar, spoke in regards to opposition of the approval of cannabis dispensaries in the city.

Vicky Holt, Riverbank Library Branch Manager, provided an update of library activities.

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 February 27, 2018, City Council and Local Redevelopment Authority Minutes.

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

ACTION: *By motion moved and seconded (Campbell / Jones Cruz / passed 4-0) to approve Consent Calendar Items 3.A and 3.B as presented; Motion carried by unanimous City Council and LRA Board roll call vote.*

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

NAYS: None / ABSENT: Barber-Martinez / ABSTAINED: None

4. UNFINISHED BUSINESS There were no items to consider.

5. PUBLIC HEARINGS

The public notice for Item 5.1 was published in the Riverbank News on 3/28/2018. The public notice for Item 5.2 was published in the Riverbank News on 2/21/2018.

Item 5.1: **The First Reading and Introduction of a Proposed Ordinance Repealing in its Entirety Chapter 94: Park Regulations of Title IX: General Regulations and Adding a New Chapter 94: Park Regulations to the City of Riverbank Code of Ordinances** – It is recommended that the City Council conduct the public hearing for the first reading and introduction of the proposed ordinance and consider its approval as presented, which initiates the second reading by title only at the March 27, 2018, regular City Council meeting or soon thereafter to consider its adoption.

Assistant City Manager/Director of Finance Marisela Garcia presented the staff report; City Clerk Annabelle Aguilar assisted with responding to questions.

Councilmember Jones Cruz inquired about the permit for a food truck. Councilmember Campbell expressed concern with allowing smoking in parks and secondhand smoke; recommending that the entire park areas be smoke-free. Mayor O'Brien requested to review this topic during the strategic planning session with consensus of the Council.

Mayor O'Brien opened the public hearing at 6:42 p.m.

· Mr. Scott McRitchie spoke in opposition of use of the iron ranger.

Mayor O'Brien closed the public hearing at 6:44 p.m.

Mayor O'Brien agreed with the comment on the use of the iron ranger; if a person does not have the correct change, and the City fines the person \$50 we would be entering a gray area; requesting the ordinance be continued for further discussion. Councilmember Jones Cruz agreed with the further consideration of the three matters as part of the strategic planning.

ACTION: *By motion moved and seconded (Jones Cruz / Campbell / passed 4-0) to approve continuing the item (which will be re-noticed for a first reading) until after the matters of smoking in the city parks, use of the iron ranger and citations, and food trucks are further discussed at the strategic planning session.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: Barber-Martinez / ABSTAINED: None

Item 5.2: **First Reading and Introduction of a Proposed Ordinance [No. 2018-004] Repealing in its Entirety Chapter 122: Video Franchise of Title XI: Business Regulations and Replacing it with a New Chapter 122: Video Service Franchise to Include Reauthorization of the PEG Fee and to Automatically Reauthorize the Peg Fee upon Renewal of a State Video Franchise** – It is recommended that the City Council conduct the public hearing for the first reading and introduction of the proposed ordinance and consider its approval as presented, which initiates the second reading by title only at the March 27, 2018, regular City Council meeting or soon thereafter to consider its adoption.

City Clerk Annabelle Aguilar presented the staff report. Councilmember Campbell inquired about the possibility of changing to a different franchise holder.

Mayor O'Brien opened the public hearing at 6:49 p.m.; no one spoke the hearing was closed.

ACTION: *By motion moved and seconded (Jones Cruz / Fosi / passed 4-0) to approve the first reading and introduction of the proposed Ordinance [No. 2018-004] to initiate a second reading and consider its adoption on March 27, 2018, as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: Barber-Martinez / ABSTAINED: None

6. NEW BUSINESS

Item 6.1: **Workshop and Presentation on Sample Ordinance to Address Excessive Nuisance Service Calls within the City of Riverbank** – It is recommended that the City Council receive a presentation and conduct a workshop on a sample ordinance regarding excessive nuisance service calls.

City Manager Sean Scully introduced the item; Churchwell White LLP Attorney Kerry Fuller presented the staff report. Riverbank Police Chief Erin Kiely presented statistics on the topic and efforts of dealing with the care home residents.

City Council and Staff discussed the item.

Public Comment: Mr. Scott McRitchie and Mr. Haskell Moore spoke.

Further discussion ensued.

ACTION: *Direction was provided to conduct a workshop on a proposed ordinance on aggressive panhandling, and then return with the presentation of a proposed ordinance for aggressive panhandling, and the ordinance on excessive nuisance service calls as proposed; both ordinances to be placed on the same agenda for consideration.*

Item 6.2: **Creation of Ad Hoc Committee on Illegal Fireworks** – It is recommended that the City Council consider creating and providing direction on the makeup of an ad hoc committee to examine the issues and potential solutions to illegal firework activity in Riverbank.

City Manager Sean Scully presented the staff report.

City Council and Staff discussed the item.

Councilmembers Campbell and Fosi agreed to serve on the Committee, along with two (2) representatives of the public from each of the four [Election] districts, a Police Department staff member, and a Fire Department staff member, to consider the matter and the development of an ordinance.

Public comment: Mr. Haskell Moore and Mr. Scott McRitchie spoke.

ACTION: *By motion moved and seconded (O'Brien / Campbell / passed 4-0) to approve the formation of the Ad Hoc Committee with the Members of Councilmembers Campbell and Fosi, two (2) representatives of the public from each of the four [Election] districts, a Police Department staff member, and a Fire Department staff member, to consider the matter and the development of an ordinance.*

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

NAYS: None / ABSENT: Barber-Martinez / 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

- *Public Works Director Michael Riddell announced the award of a \$1 million grant to go towards the development of the Ground water Sustainability Plan; however, the grant will cost each member of the Stanislaus and Tuolumne River Groundwater Basin Association, which will be approximately \$60-65,000 for the City of Riverbank.*

Item 7.2: Council/Authority Member

- *Council/Authority Member Fosi commented on the hazards of contracting the flu.*
- *Council/Authority Member Jones Cruz commented on events, and in regards to public comments made earlier, commented that the City of Modesto does not have its dispensary ordinance in place.*
- *Council/Authority Member Campbell encouraged volunteering with a nonprofit organization, and the support of nonprofit events.*

Item 7.3: Mayor/Chair

Mayor/Chair O'Brien: 1) requested to reopen the [City's] association with the Riverbank Housing Authority to be more involved with them, 2) a meeting was scheduled Thursday [March 15th] to discuss housing issues, 3) announced that nominations to serve on the [Stanislaus County Superior Court] Grand Jury were currently being sought to represent the City of Riverbank, and 4) commented on marijuana dispensaries, their illegal existence, and the opening and security of the Flavors dispensary in Riverbank that is offering tours of their facility to the public over 21 years of age.

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.

Item 8.1: CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6
Agency representative: Sean Scully, City Manager
Employee organizations: Miscellaneous Employees
Mid-Management Bargaining Unit

Item 8.2: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (3) potential cases

Item 8.3: PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)
Title: City Manager

Mayor/Chair O'Brien announced the Closed Session Items and opened the Items for public comment; no one spoke. The meetings were recessed and City Council went into Closed Session at 7:44 p.m.

9. REPORT FROM CLOSED SESSION

Mayor/Chair O'Brien reconvened the meetings at 8:00 p.m.

Item 9.1: Report from Closed Session Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS** – Miscellaneous and Mid-Management Bargaining units

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

Item 9.2: Report from Closed Session Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** (3) potential cases

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

Item 9.3: Report from Closed Session Item 8.3: **PUBLIC EMPLOYMENT**– City Manager.

Mayor O'Brien reported that this item was continued and that direction was provided to staff.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meetings at 8:01 p.m.

ATTEST: *(Adopted 03/27/2018)*

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:	March 27, 2018
Subject:	Award Bid for Riverbank Industrial Complex Renovations
From:	Sean Scully, City Manager
Submitted by:	Debbie Olson, Executive Director LRA Laura Graybill, Project Coordinator

RECOMMENDATION:

It is recommended that the City Council reject the bid and authorize staff to re-bid project.

SUMMARY:

A bid opening was held on Thursday, February 1, 2018, to consider the bids received for the Riverbank Industrial Complex Renovations Project. The following bid was received:

JHK Construction Inc.	\$234,500.00
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Staff has reviewed the bid, and is recommending the bid be rejected and re-bid the project. Bids came in well over the Engineer's Estimate and staff will be working to determine necessary changes.

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary for renovation of two restrooms for ADA compliance and to improve and expand a dock door and all other work included on the plans.

BACKGROUND

The Local Redevelopment Authority prepared a CDBG "Over-the-Counter" application for up to \$902,019 in response to the May 2016 Notice of Funding Availability (NOFA).

On September 22, 2016 the City Council approved a Resolution approving the submittal of an application for funding and the execution of a grant agreement and any

amendments thereto from the Economic Development “Over-the-counter” (OTC) allocation for fiscal year 2016 through the Community Development Block Grant.

FISCAL IMPACT:

None.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date: March 27, 2018

Subject: A **Resolution** Authorizing the Execution of a Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2018 Cheese & Wine Festival and Potential Appropriation of \$15,000 from the General Fund for Said Services

From: Sean Scully, City Manager

Submitted by: Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider approval of the Resolution Authorizing the Performance Agreement with Chris Ricci Presents, Inc. for the Coordination of the 2018 Cheese & Wine Festival.

INTRODUCTION

On February 13, 2018, the City Council approved City staff moving forward with the Cheese and Wine Festival for 2018 and gave the direction to continue contracting with Chris Ricci Presents, Inc. It was suggested that due to time constraints we wait to go out for an RFP (Request for Proposal) until next year.

BACKGROUND

The Riverbank Cheese & Wine Festival has been held in Riverbank for the past 41 years. The Festival was administered by the Riverbank Chamber of Commerce for many years until it was sold to the Riverbank Rotary Club. The Rotary Club administered the Festival for 8 years and in 2014 made the decision that they were unable to continue the event.

The City Parks and Recreation Department has contracted with Chris Ricci Presents, Inc. for the past four years for the coordination of the festival. The performance agreement for services needs to be updated by Resolution for the 2018 year and is attached as Exhibit 1.

FINANCIAL IMPACT:

The performance agreement engages Chris Ricci Presents, Inc. to provide event coordination services and establishes that the costs for those services is \$15,000. The appropriation of \$15,000 from the General Fund would only be utilized in the event that the Festival does not generate sufficient revenue to cover the agreed upon amount.

Over the past four years the Festival has been financially successful and has not required funding from the General Fund.

ATTACHMENTS:

- 1- Resolution
- 2- Exhibit 1: Performance Agreement

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE EXECUTION OF A PERFORMANCE
AGREEMENT WITH CHRIS RICCI PRESENTS INC. FOR THE COORDINATION OF
THE CHEESE AND WINE FESTIVAL AND THE POTENTIAL APPROPRIATION OF
\$15,000 FROM THE GENERAL FUND FOR SAID SERVICES**

WHEREAS, the Cheese and Wine Festival ("Festival") has been a tradition in the City of Riverbank ("City") for several years and from 2006 – 2013, the Riverbank Rotary Club administered the Festival, establishing it as a safe and enjoyable event; and

WHEREAS, in 2014, the City took over the Festival from the Rotary Club as requested by the City Council for the years of 2014, 2015, and 2016; and

WHEREAS, on February 13, 2018, the City Council directed City staff to continue with the operations of providing the Festival for 2018; and

WHEREAS, in order to continue providing the Festival, the City requires event coordination services from an outside contractor; and

WHEREAS, the City Council approved the event coordination services of Chris Ricci Presents, Inc. to coordinate the Festival in 2014, 2015, 2016, and 2017; therefore, wishes to continue working with Chris Ricci Presents, Inc. for this year's 2018 Festival; and

WHEREAS, the Performance Agreement engages Chris Ricci Presents, Inc., to provide event coordination services and establishes that the costs for those services is \$15,000 to be paid in three payments. The first payment of \$5,000 is due in June 2018, the second \$5,000 installment is due in July 2018, and the final \$5,000 payment is due in October 2018; and

WHEREAS, the appropriation of \$15,000 from the General Fund would only be utilized, in the event that the Cheese and Wine Festival does not generate sufficient revenue to cover the \$15,000 agreed upon for the Performance Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the City Manager to execute the Performance Agreement between Chris Ricci Presents, Inc. and the City of Riverbank, attached hereto as **Exhibit-1**, and, if needed, authorizes the appropriation of \$15,000, from the General Fund as specified in the Performance Agreement, to be utilized in the event that the Festival does not generate sufficient funds to cover the agreed upon cost.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of March, 2018; motioned by Councilmember_____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Copy of Exhibit 1 – Performance Agreement with Chris Ricci Presents, Inc.

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 27th day of March, 2018 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Chris Ricci Presents, Inc., a California Corporation (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

This Agreement is being entered into with reference to the following facts:

A. City has obtained the rights to own and operate the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).

B. On January 27, 2014, the Riverbank City Council (“City Council”) directed City staff to hire an event coordinator to assist in carrying out the Festival.

C. Subsequently, City staff advertised a “Request for Proposal/Qualifications” for interested parties to submit proposals to the City for the coordination of the 2014 Festival (the “RFP”). A true and correct copy of the RFP is attached and incorporated herein as **Exhibit A**.

D. On February 18, 2014, City closed the RFP and was in receipt of proposals from three companies, including a proposal from Consultant. A true and correct copy of Consultant’s RFP proposal is attached and incorporated herein as **Exhibit B**.

E. After reviewing the proposals, City elected to contract with Consultant based on its qualifications.

F. On February 13, 2018, the City Council approved the City’s continued operation of the Cheese & Wine Festival for 2018.

G. On March 27, 2018 the City Council authorized the City Manager to enter into the agreement.

H. Consultant desires to perform the services included in its proposal and requested by City regarding the Festival on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Description of Work.

1.1. Scope of Services. Consultant shall perform the work set forth in **Exhibit C**, attached hereto (the “Services”). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the Services under this Agreement. Consultant shall determine the method, details and means of doing the work or rendering the Services. Any request for work or services not included in Exhibit A will be considered a request for additional or modified Services (“Modification” or “Modifications”). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

1.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of Exhibit A. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

1.3. Consultant Requested Modification in Services. Consultant shall not be compensated for work outside of the Services described in this Agreement, unless, prior to the commencement of the Services:

a. Consultant provides City with written notice that specific work requested by City or required to complete the Services is outside the agreed upon terms set forth in the Agreement. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Consultant’s proposed course of action for completing the work and a specific request for the City to approve the Modification to the Services; (3) set forth the Consultant’s proposed revisions, if any, to the completion schedule for the Services; and (4) set forth the Consultant’s proposed revisions, if any, to the compensation of the Services; and

b. City agrees that the Services require a Modification;

c. City gives prior approval in writing to all adjustments, if any, to the completion schedule and compensation; and

d. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the completion schedule or compensation for Consultant’s work.

Section 2. Compensation and Payment Schedule. The total cost of the Services described in Section 1 of this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00). City shall pay Consultant in accordance with the following payment schedule as set forth in Exhibit C:

- a. Five Thousand Dollars (\$5,000.00) due on or before June 29, 2018.
- b. \$5,000.00 due on or before July 28, 2018.
- c. \$5,000.00 due on or before October 20, 2018.

Consultant shall submit invoices to City for all commissions and reimbursable expenses within sixty (60) days of incurring such expenses. City will pay Consultant the amounts contained in the invoices within thirty (30) days of its receipt, provided the invoices comply with the Services and scope of work set forth herein. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

Section 3. Late Payment. Parties agree that payment for the Services set forth in Section 2 of this Agreement that is more than ten (10) days late is subject to a late fee of one and half percent (1.5%) interest per amount due in a given thirty (30) day period.

Section 4. Term and Time For Completion. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year or thirty (30) days after City affirms in writing that all required Services have been completed, whichever occurs first (the “Term”). The Parties may mutually agree in writing to terminate the Agreement earlier as provided in Section 13 or otherwise extend the Term pursuant to this Agreement.

Section 5. Time of Performance. Consultant warrants that it shall perform all Services for the benefit of the City in preparation of, during, and after the conclusion of the Festival. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Section 6. Independent Contractor. Consultant will employ, within the Festival Budget, as approved by the City, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City.

Section 7. Sub-Consultants. Parties agree that Consultant may employ sub-consultants for purposes of carrying out the Services for the Festival including but not limited to 1) a concessionaire, 2) a sponsorship consultant, 3) a consultant to create and manage the Festival’s website, 4) a consultant responsible for alcohol sales at the Festival Consultant shall be responsible for managing any sub-consultants, 5) Vendor Coordinator. **Consultant shall not enter into any agreements with sub-consultants without first obtaining written approval from City related to payment for sub-consulting services.** No subcontract shall be awarded or an outside consultant engaged by Consultant for any purpose not listed herein unless prior written approval is obtained from City.

Section 8. Compliance with Laws and Standards. Consultant agrees that it shall conduct its work and perform the Services in accordance with all applicable federal, state, and local laws, ordinances and regulations.

Section 9. Insurance. Consultant and City shall, at their sole expense, maintain in effect at all times during the duration of this Agreement, not less than the following coverage and limits of insurances:

9.1. Workers Compensation. Consultant shall carry such insurance as will protect City and Consultant from claims under Worker's Compensation and Employers' Liability Acts and the type and amount of such insurance shall be maintained in strict compliance with the State of California statutes. This insurance shall also waive all right to subrogation against City, its employees, directors, officers and agents.

9.2. General Liability. City shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent consultants and broad form property damage coverage's. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and Two Million Dollars (\$2,000,000.00) in the aggregate.

Such insurance shall also:

a. Name City and its officers, employees, agents and representatives, including Consultant, as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

b. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents and representatives.

c. Contain standard separation of insured provisions.

9.3. Automobile Liability. Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

9.4. Certificates of Insurance. Promptly upon execution of this Agreement and prior to commencement of any work, Consultant shall provide City with certificates of insurance evidencing that all insurance or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Consultant. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify City in

writing prior to making such changes. The failure to notify City of the cancellation of any insurance policy required herein shall be consider a material breach of this Agreement.

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best's Key Rating Guide rating of at least A:VII.

Section 10. Indemnification and Hold Harmless. Consultant shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to the extent arising out of the breach of this Agreement in whole or in part by, or willful or fraudulent misconduct or negligent acts, errors or omissions by Consultant, its employees, agents or consultants, or the agent, employee or consultant of any one of them in the performance of their duties or in their operations under this Agreement, but not including the sole or active negligence or the willful misconduct of City.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant from its obligations to indemnify as to any Claims so long as the event upon which such Claims are predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 11. Consequential Damages. In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages. However, the provisions of this section shall not restrict Consultant's indemnification obligations pursuant to this Agreement.

Section 12. Liabilities. Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City. Consultant will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity other than Consultant that furnishes services, facilities or equipment used in connection with Consultant services or facilities.

Except as expressly provided in this Agreement, Consultant makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement (“Breach”). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

Notwithstanding the termination of this Agreement in the event of a Breach, City may terminate this Agreement prior to the expiration of the Term (“Early Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement early (the “Early Termination Notice”). Upon receipt of any Early Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Early Termination Notice, for the Services actually (a) performed and (b) costs incurred, provided that such compensation amount shall not in any case exceed the maximum sum set forth in Section 2 of this Agreement. In the event of Early Termination, City shall pay the remainder of the amount of any outstanding invoice within thirty (30) days of receipt of a final invoice from Consultant.

Section 14. Agreement Renewal. City may renew this Agreement for an additional contract term of one (1) year by providing Consultant thirty (30) days’ written notice prior to the end of the Term of this Agreement.

Section 15. Attorney’s Fees. In the event that any arbitration, litigation or other action or proceeding of any nature between City and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either Party of any of the terms contained herein, it is mutually agreed that the prevailing Party in such action shall be entitled to their attorney’s fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

Section 16. Force Majeure. No Party shall have any liability to the other herein by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Section 17. Remedies Not Exclusive. The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of any remedy provided by law.

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by

Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: Sue Fitzpatrick, Director of Parks and Recreation

With courtesy copies to: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Manager

And to: Churchwell White LLP
1201 K Street, Suite 710
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Consultant: Chris Ricci Presents, Inc.
2501 Vienna Court
Modesto, California 95355
Attention: Chris Ricci, President

Section 19. General Terms and Conditions.

19.1. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

19.2. Waiver. Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

19.3. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

19.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

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

19.6. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

19.8. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

19.9. Audit. City shall access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

19.10. Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

19.11. Entire Agreement. This writing constitutes the entire agreement between the Parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this Agreement.

19.12. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

19.13. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

19.14. Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

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

19.16. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Consultant and City as of the date of the Agreement set forth above.

CITY:

**City of Riverbank, a municipal corporation
of the State of California**

By: _____
Sean Scully, City Manager

Date Signed: _____

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Annabelle Aguilar, City Clerk

Consultant:

**Chris Ricci Presents, Inc., a California
corporation**

By: _____
Chris Ricci, President

Date Signed: _____

PROPOSED

EXHIBIT A

REQUEST FOR PROPOSALS/QUALIFICATIONS

REQUEST FOR PROPOSAL/QUALIFICATIONS

Riverbank Cheese & Wine Festival Event Coordinator

Proposal Due Date: Tuesday, February 18, 2014, by 5:00 p.m., PST

Submit Proposal to: Sue Fitzpatrick
Parks and Recreation Director
City of Riverbank
6707 3rd Street
Riverbank, CA 95367

Introduction and Purpose:

The City of Riverbank is seeking proposals for the coordination of the 2014 Riverbank Cheese & Wine Festival. Proposals will be accepted from firms or individuals with a minimum of three years experience organizing large community events or festivals. The contract amount and contract terms are negotiable.

Background

The Riverbank Cheese & Wine Festival has been held the second weekend in October for over 37 years. The Riverbank Chamber of Commerce coordinated the event for many years. The Riverbank Rotary administered the event for the past 8 years. The City of Riverbank will oversee the event this year but requires the services of an experienced Event Coordinator or firm that specializes in large events.

Services to be Performed

Under the direction of the City of Riverbank plan, organize and implement the Cheese & Wine Festival or Festival of a similar type.

Assist the City with the transition of the Cheese & Wine Festival administered by a local nonprofit to being administered by the City. This may involve recreating the event or making positive changes to the event.

Work effectively with City staff, Sheriff's Department, vendors, residents, businesses, and the general community to create a financially stable, safe and enjoyable event for our City.

Work will include, but not be limited to, preparing advertising, reports, evaluation, and securing sponsorships.

Involve and work closely with our local nonprofit groups to give them the opportunity for fundraising and assisting with components of the event.

Format and Timing of Submittals and Award

The proposal should be typed and in letterform. A resume may be attached. The proposal should list qualifications and experience in operating the logistics, finances, public relations and overall outcome of large community events.

The Request for Proposal is due by Tuesday February 18, 2014, by 5:00 P.M.

Proposals will be reviewed by City staff and the most qualified will be contacted for the next steps in the process.

All firms meeting the requirements of this RFP are invited to respond. Three (3) copies of the proposal must be submitted:

**Sue Fitzpatrick
Parks and Recreation Director
City of Riverbank
6707 3rd Street
Riverbank, CA 95367**

Responses to this RFP must be received by the City of Riverbank, Attn: Sue Fitzpatrick, PRIOR to 5:00 p.m., PST, Tuesday, February 18, 2014. Any response received after this time shall not be considered and will not be opened. Facsimile and email responses are NOT acceptable when in response to this Request for Proposals.

If you have any questions, please contact Sue Fitzpatrick at 209-863-7140

EXHIBIT B

CHRIS RICCI PRESENTS, INC. PROPOSAL

Exhibit B



2501 Vienna Court, Modesto, CA 95355 P-209-312-3463 F-209-524-1929

Riverbank Cheese and Wine Festival RFP

Introduction:

The festival business in the valley is going through a difficult period. Between declining attendance and receding sponsorship revenues, festival producers are being forced to reorganize operations to reflect the current economic and social realities.

Although the economy is beginning to show some signs of recovery, our valley communities are adjusting to a new normal. They no longer go out to dinner as frequently or attend every event they have interest in. People focus on those one or two big events that they look forward to every month. Anything that doesn't reach that pinnacle gets cut.

The mindset of the festival goer has also undergone a massive change. While local law enforcement has been cut to the bone, state law enforcement has seen hardly any changes in funding. This has resulted in massive state DUI enforcement that has moved from freeways to state highways to city streets. Festivals have become one of the targets for this enforcement. The fear created by DUI enforcement has had a massive impact on the festival going psyche.

The Riverbank Cheese and Wine festival will need to create a new and innovative approach if it is to survive this fundamental shift in the valley's economic and social consciousness. Expenses will need to be ruthlessly examined and cuts will need to be made. Fresh ideas will need to be developed to create interest and draw at the event. Sponsorship income will need to be developed from new sources. Marketing will need to reflect advertising's massive evolution with a focus on both traditional media, but giving equal effort to social media. Finally transportation will need to be made available to create a safe non-DUI environment.

Background:

Chris Ricci Presents, Inc. has been producing concerts in the central valley since 1999. Events that have been produced by Chris Ricci Presents in the Modesto Area include the Stockton Miracle Market, B93.1's Summerfest, The Modesto Art and Wine Festival, Lucky Fest, X Fest, and management of the Fat Cat Music House and Lounge. Outside of Modesto Chris Ricci Presents, Inc. produced the Shoreline Jam in Long Beach at the Queen Mary, Moody Gardens Concert Series in Galveston, and X Fest Las Vegas under its former subsidiary the Producing Group, LLC.. Chris Ricci Presents utilizes a low overhead common sense approach to events. We maximize value for customers, while keeping expenses at reasonable levels. We value long term relationships over short term profit.

Services to be Performed:

Chris Ricci Presents, Inc. will plan, organize, and execute the Riverbank Cheese & Wine Festival. This will include meetings with the City of Riverbank to outline a plan to insure the long term success and revitalization of the event.

Chris Ricci Presents, Inc. will execute the following:

Weekly event meetings: Discuss budgeting, event execution, sponsorship development, concept exploration, and community inclusion

Talent Booking: Book all talent that is to perform at the event

Marketing: Develop a marketing budget and plan to increase attendance and sponsor value

Ticketing: Implementation of a ticketing system that includes on-line, local outlet sales, and community consignments.

Event Production: Full event coordination including all facets of production. When working on event production these bullet points will also consist of bidding, budgeting, and execution at the event. Key elements of event production include:

- Security coordination
- Law Enforcement coordination
- Sound / Lights / Staging
- Stagehands / Production Crew
- Garbage / Cleanup
- Equipment Rental
- Electrical coordination / Distribution
- Event Medical Coordination
- Street Closure
- Tent Bids
- Vendor Coordination
- Communications
- Alcohol Management

Sponsor Development: Chris Ricci Presents will provide consultation and expertise in the area of sponsorship development. This will include sponsorship package creation and assistance in contracting a sales team to preserve current sponsorship revenues and explore new opportunities.

Vendor Development: Chris Ricci Presents will provide vendor development to preserve current vendors and increase overall participation.

Transportation Plan: Chris Ricci Presents will create a plan to increase DUI Awareness, responsible alcohol consumption, and safe rides.

Cost: Chris Ricci Presents, Inc. will be compensated \$15,000 for the above services.



2501 Vienna Court, Modesto, CA 95355 Phone: 209-312-3463 Fax: 209-524-1929

CHRIS RICCI – EVENT PRODUCER / TALENT BUYER / PROMOTER –February 2014 Resume

Principle responsibilities: book talent, create profitable events, club and festival management, concert promotion / production, management of security, marketing

Experience-

20 years as a Producer / Talent Buyer in Northern and Southern California
Over 1,000 concerts booked and produced
Former Chairman and current Board Member City of Modesto Entertainment Commission (2009-Current)
Board Member Stanislaus County Education Foundation
Board Member Boys and Girls Club of Stanislaus County
President Modesto Downtown Entertainment District Task Force
Member Modesto Rotary Club

Current Clients / Projects-

Owner – Chris Ricci Presents, Inc. (See CRP Projects below) (1999-Current)
Owner – Lucky Fest Modesto – 5000 in attendance – (2011-current)
Owner – The Summoning Halloween Party – 4000 in attendance (2014-current)
Owner – Xclamation Festival Modesto – 20,000 in attendance – (1999-current)
General Manager - Fat Cat Music House and Lounge – 500 capacity venue (2001-current)
Producer - Tresetti's Fat Tuesday – 2500 in attendance –(2000-current)
Owner - Modesto Area Music Awards (Mama Awards) – 500 in attendance – (2000-current)

Past Clients-

Partner – The Producing Group, LLC – (2005-2013)
Producer - Shoreline Jam (TPG) – Queen Mary, Long Beach, 5500 in attendance – (2011)
Producer - Modesto Art and Wine Festival – 10,000 in attendance – 2005-2010
Producer - Moody Gardens Concert Series (TPG) Moody Gardens Galveston, Texas – 2008-2009
Producer - X Fest Las Vegas Festival (TPG) – 6,000 in attendance –2008
Producer - Rock 96.7 Rockstock / Modesto – 8000 capacity Heavy Rock Festival 2002
Producer - B93.1 SummerFest / Modesto – 8000 capacity Pop Music Festival – 1998-2002, 2004-2005
Producer - B93.1 Extreme Halloween / Modesto –2500 capacity Halloween Party / Concert – 1998-2002
Producer - Mega 96.7 Mega Jam / Modesto –8000 capacity Jamming Oldies Concert 1999-2000
Talent Buyer - Fahn and Company Presents / Sacramento – Clubs and Festivals 1997-1998
Talent Buyer - 4th and B / San Diego –1500 - capacity venue – 1996-1997
Marketing - The Coach House / San Juan Capistrano – 500 capacity venue – 1995-1996
Marketing - Galaxy Theatre / Santa Ana – 750 capacity venue – 1995-1996
Marketing - Ventura Theatre – 1200 capacity venue – 1995-1996
Producer – University of San Diego Concert Series – 1994-1995

Education-

University of San Diego 1991-1995
BA History / Business Minor

Residence-

Modesto, California for 14 years

Hometown- Los Altos, California

EXHIBIT C

SCOPE OF WORK

EXHIBIT C



2501 Vienna Court, Modesto, CA 95355 P-209-312-3463 F-209-524-1929

Riverbank Cheese and Wine Festival RFP

Introduction:

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Event Production: Full event coordination including all facets of production. When working on event production these bullet points will also consist of bidding, budgeting, and execution at the event. Key elements of event production include:

- Security coordination
- Law Enforcement coordination
- Sound / Lights / Staging
- Stagehands / Production Crew
- Garbage / Cleanup
- Equipment Rental
- Electrical coordination / Distribution
- Event Medical Coordination
- Street Closure
- Tent Bids
- Vendor Coordination
- Communications
- Alcohol Management

Sponsor Development: Chris Ricci Presents will provide consultation and expertise in the area of sponsorship development. This will include sponsorship package creation and assistance in contracting a sales team to preserve current sponsorship revenues and explore new opportunities.

Vendor Development: Chris Ricci Presents will provide vendor development to preserve current vendors and increase overall participation.

Transportation Plan: Chris Ricci Presents will create a plan to increase DUI Awareness, responsible alcohol consumption, and safe rides.

Cost: Chris Ricci Presents, Inc. will be compensated \$15,000 for the above services.



2501 Vienna Court, Modesto, CA 95355 Phone: 209-312-3463 Fax: 209-524-1929

CHRIS RICCI – EVENT PRODUCER / TALENT BUYER / PROMOTER –February 2014 Resume

Principle responsibilities: book talent, create profitable events, club and festival management, concert promotion / production, management of security, marketing

Experience-

20 years as a Producer / Talent Buyer in Northern and Southern California
Over 1,000 concerts booked and produced
Former Chairman and current Board Member City of Modesto Entertainment Commission (2009-Current)
Board Member Stanislaus County Education Foundation
Board Member Boys and Girls Club of Stanislaus County
President Modesto Downtown Entertainment District Task Force
Member Modesto Rotary Club

Current Clients / Projects-

Owner – Chris Ricci Presents, Inc. (See CRP Projects below) (1999-Current)
Owner – Lucky Fest Modesto – 5000 in attendance – (2011-current)
Owner – The Summoning Halloween Party – 4000 in attendance (2014-current)
Owner – Xclamation Festival Modesto – 20,000 in attendance – (1999-current)
General Manager - Fat Cat Music House and Lounge – 500 capacity venue (2001-current)
Producer - Tresetti's Fat Tuesday – 2500 in attendance –(2000-current)
Owner - Modesto Area Music Awards (Mama Awards) – 500 in attendance – (2000-current)

Past Clients-

Partner – The Producing Group, LLC – (2005-2013)
Producer - Shoreline Jam (TPG) – Queen Mary, Long Beach, 5500 in attendance – (2011)
Producer - Modesto Art and Wine Festival – 10,000 in attendance – 2005-2010
Producer - Moody Gardens Concert Series (TPG) Moody Gardens Galveston, Texas – 2008-2009
Producer - X Fest Las Vegas Festival (TPG) – 6,000 in attendance –2008
Producer - Rock 96.7 Rockstock / Modesto – 8000 capacity Heavy Rock Festival 2002
Producer - B93.1 SummerFest / Modesto – 8000 capacity Pop Music Festival – 1998-2002, 2004-2005
Producer - B93.1 Extreme Halloween / Modesto –2500 capacity Halloween Party / Concert – 1998-2002
Producer - Mega 96.7 Mega Jam / Modesto –8000 capacity Jamming Oldies Concert 1999-2000
Talent Buyer - Fahn and Company Presents / Sacramento – Clubs and Festivals 1997-1998
Talent Buyer - 4th and B / San Diego –1500 - capacity venue – 1996-1997
Marketing - The Coach House / San Juan Capistrano – 500 capacity venue – 1995-1996
Marketing - Galaxy Theatre / Santa Ana – 750 capacity venue – 1995-1996
Marketing - Ventura Theatre – 1200 capacity venue – 1995-1996
Producer – University of San Diego Concert Series – 1994-1995

Education-

University of San Diego 1991-1995
BA History / Business Minor

Residence-

Modesto, California for 14 years

Hometown- Los Altos, California

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date:	March 27, 2018
Subject:	A Resolution Authorizing the Mayor to Execute a Lease with Chris Ricci Presents, Inc. for the Area Associated with the Riverbank Cheese and Wine Festival
From:	Sean Scully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended the City Council consider adoption of the resolution authorizing the Mayor to enter into a lease agreement with Chris Ricci Presents, Inc. for the area associated with the Cheese and Wine Festival held October 13, 2018 and October 14, 2018.

SUMMARY

The City of Riverbank ("City") plans to hold the 42nd annual Cheese and Wine Festival ("Festival") on October 13th and 14th, 2018. The City has entered into an agreement with Chris Ricci Presents, Inc. ("Chris Ricci Presents") to provide event coordination for the Festival. In furtherance of the agreement with Chris Ricci Presents, City staff proposes that the City enter into a lease agreement with Chris Ricci Presents to temporarily lease the property upon which the Festival will be held on October 13, 2018 and October 14, 2018.

On February 13 the City Council gave direction to staff to contract with Chris Ricci Presents, Inc. again this year and proceed with a Request for Proposal for event coordination next year.

The resolution, if adopted, will authorize the Mayor to execute a lease agreement with Chris Ricci Presents.

BACKGROUND

The City has organized the Festival for a number of years and has previously worked with Chris Ricci Presents to coordinate and manage the Festival. The Festival

continues to grow in size and popularity. The increased interest requires that Chris Ricci Presents and the City have more flexibility in managing the area and streets where the Festival will be held. The lease agreement does not charge rent to Chris Ricci Presents for the two-day lease but instead provides the City and Chris Ricci Presents with safeguards in the form of insurance requirements and other provisions for providing a Festival that serves the residents of the City and the greater community at large who may wish to attend the Festival. This will ensure that the Festival continues to be a successful and enjoyable activity that brings City residents and visitors from near and far to City events.

FINANCIAL IMPACT

There is no direct cost to the City in entering into the lease agreement. The City has already entered into a separate agreement with Chris Ricci Presents for services.

ATTACHMENT

1. Resolution
2. Exhibit-1: Temporary Lease Agreement

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT
WITH CHRIS RICCI PRESENTS, INC. FOR THE RIVERBANK CHEESE AND WINE
FESTIVAL**

WHEREAS, the City has previously entered into a contract with Chris Ricci Presents to provide event coordination for the annual Cheese and Wine Festival; and

WHEREAS, on March 27, 2018, an agreement with Chris Ricci Presents to provide such services was executed; and

WHEREAS, in furtherance of the partnership between the City of Riverbank and Chris Ricci Presents, Inc. the City desires to temporarily lease City-controlled property to Chris Ricci Presents for the Cheese and Wine Festival time period of October 13, 2018 through October 14, 2018; and

WHEREAS, pursuant to Government Code sections 37380(a) and 40602(b) the City may lease property it owns or controls through an agreement signed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the Mayor of the City to execute an agreement, hereto as **Exhibit A**, with Chris Ricci Presents to lease the property upon which the Cheese and Wine Festival for the time period of October 13, 2018, through October 14, 2018.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 27th day of March, 2018; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment: Exhibit A - Copy of Lease Agreement with Chris Ricci, Inc.

TEMPORARY LEASE AGREEMENT

THIS TEMPORARY LEASE AGREEMENT (the "Lease") is made and entered into on this 27th day of March, 2018, by the City of Riverbank, a California municipal corporation (the "City"), and Chris Ricci Presents, Inc., a California corporation (the "Lessee"). City and Lessee shall be referred to herein individually as "Party" and collectively as the "Parties". There are no other parties to this Lease.

RECITALS

A. City desires to lease to Lessee certain real property, including any and all improvements, in the City of Riverbank, County of Stanislaus, State of California that will be used in conjunction with the services Lessee has agreed to provide for the Riverbank Cheese and Wine Festival, the scope of which is described in the Performance Agreement the City and Lessee entered into on March 27, 2018 and is attached hereto as **Exhibit A** (the "Property"); and

B. City, as a municipal corporation, may lease property it owns or controls pursuant to Government Code section 37380(a); and

C. Lessee desires to lease the Property from the City for uses related to the Riverbank Cheese and Wine Festival; and

D. This Lease does not involve a public project as defined in Public Contract Code section 20161, and does not require bidding pursuant to Public Contract Code section 20162.

NOW, THEREFORE, with reference to these recitals and on the terms and conditions contained in this Lease, City agrees to lease the Property to Lessee on the following terms and conditions:

AGREEMENT

Section 1. Recitals. The recitals above are true and correct and are hereby incorporated into and made part of this Lease by this reference. In the event of any inconsistency between the recitals and Sections 1 through 20 of this Lease, Sections 1 through 20 shall prevail.

Section 2. Effective Date. This Lease and all of its provisions shall become effective once it is executed by all of the Parties (the "Effective Date").

Section 3. Term of Lease. The term of this Lease shall be for a period of two (2) days ("Term") commencing on 6:00 a.m. October 13, 2018 and expiring 11:59 p.m. October 14, 2018 ("Expiration Date"). Either Party may terminate this Lease prior to the Expiration Date by providing the other Party written notice of the intent to terminate at least thirty (30) calendar days in advance of any early termination date.

Section 4. Condition of the Property. Lessee acknowledges and agrees that the Property is to be leased to Lessee in an "as is" condition with all faults. City does not make any

representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, its suitability for Lessee's Intended Use (as defined below) or use of the Property or any such related matters. Lessee agrees with and represents to City, that the Property has been inspected by it and that the Lessee has been assured by means independent of City or City's agents of the truth of all facts material to this Lease and that the Property is being leased by Lessee as a result of its inspection and investigation and not of a result of any representations made by City and City's agents.

Section 5. Permitted Uses of the Property. Lessee shall use the Property for activities related to the annual Riverbank Cheese and Wine Festival as detailed in **Exhibit A.** (the "Intended Use"). Lessee shall only use the Property for the purposes provided herein or uses that are incidental, supporting and compatible with the uses provided herein.

Section 6. Changes in Permitted Uses. If Lessee desires to change the use of the Property to another use or uses, or add another use, such change in use shall require the prior written approval of the City.

Section 7. Compliance with Laws. Lessee shall promptly comply with all laws and with the requirements of any governmental authority having jurisdiction over Property, including but not limited to: the federal government, the state of California, the County of Stanislaus, all ordinances of the City, and all rules and regulations of the police and fire departments or other municipal authorities of the County of Stanislaus or the City that have authority over the premises. Lessee's compliance may include the obligation to make improvements, repairs, and alterations on the Property whether such compliance was foreseen or unforeseen. Lessee shall immediately furnish City with a copy of any notices received from any governmental agency, financial institution, insurance company, or inspection bureau pertaining to or in connection with the Premises.

Section 8. City's Access to Property. City or City's agents, representatives or employees retain the right to enter the Property at all reasonable times to determine whether Lessee is complying with the terms of this Lease, to perform any other obligation of Lessee after Lessee's failure to perform same, if Lessee defaults under this Lease, and for the purpose of doing other lawful acts that may be necessary to protect the City's interest in Property. City shall be permitted to enter on the Property, as may reasonably be necessary, in order to make improvements or do other work, or to make improvements, repairs, or maintenance to adjacent property owned by City. Nothing in this section shall imply any duty on the part of the City to make any inspection or take any action related to the Property.

Section 9. Assignment and Subleasing. Lessee shall not assign, transfer or encumber this Lease or any interest herein without the prior written consent of City. Lessee shall not sublease all or any part of the Property or allow any persons other than Lessee's agents, subcontractors or employees to use all or part of the Property without the prior written consent of City. City's consent to one assignment, sublease, occupations, or use by another person shall not be deemed to be a consent to any subsequent assignment, sublease or occupation or use by any other person. Any assignment or sublease without the prior written consent of City shall be void. City shall

have the right to assign or transfer all or any part of this Lease or any rights to it at any time without Lessee's consent.

Section 10. Insurance Coverage. Lessee, and any and all of Lessee's subcontractors, shall at all times during the Lease Term maintain and keep in force insurance coverage with an insurer approved by City which will adequately protect City against liability and property damages upon the Property. The minimum coverage required by this section shall be liability insurance for two million dollars (\$2,000,000.00) per injury or occurrence. Proof of the insurance coverage obtained by Lessee shall be given to City at least thirty (30) calendar days before the Lease Term commences in the form of a Certificate of Liability issued by the insurer.

Such insurance shall also:

A. Name City and its officers, employees, agents and representatives, as additional insured by endorsement with respect to the performance of this Lease. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

B. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents, and representatives.

C. Contain standard separation of insured provisions.

Section 11. Indemnification of City. Lessee shall indemnify, hold harmless and defend City and City's officials, employees, agents, representatives and contractors from all liability associated with the Property or Lessee's operations, business, conduct, or management of the Property, or any act, omission, or negligence of Lessee or any other Lessee's representatives, subcontractors or invitees, pertaining to this Lease and the use of the Property contemplated herein. This indemnification shall extend and protect City against any liability, claim, suit, action or other proceeding for damage of any kind relating to the Property, directly or indirectly, allegedly suffered, incurred, or threatened including: personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was foreseeable by City or Lessee prior to execution of this Lease.

Section 12. Termination of Lease and Remedies. In the event of any default by Lessee, in addition to any and all other rights and remedies available to City at law or in equity, City shall have the right to immediately terminate this Lease and all rights of Lessee hereunder by giving written notice to Lessee of such election by City, in the manner provided in Section 17 of this Lease. If City shall elect to terminate this Lease, then it may recover any amount permitted under California law.

Section 13. Remedies Cumulative. All rights and remedies under this Lease shall be nonexclusive of and in addition to any other remedy available at law or in equity.

Section 14. Destruction of Premises. In the event that the Lessee causes or allows the total or partial destruction of the Property, the Lessee, at its sole expense, shall repair, reconstruct or cause to repair or reconstruct any damaged property or structure of the City.

Section 15. Surrender of Property. Lessee agrees that, on expiration of the Lease Term, the Property and all attachments, fixtures and improvements thereon, shall be surrendered to City in good order, condition, and repair.

Section 16. Expenses of Enforcement. Should any legal action or proceeding be necessary to enforce or interpret this Lease, the prevailing Party shall be entitled to reasonable costs of enforcement or interpretation, including but not limited to, attorney fees, costs, disbursements, and collection costs in addition to other relief to which such Party is entitled.

Section 17. Notice. Any notice or communication required hereunder between City and Lessee must be in writing, and may be given either personally, by email, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email, a notice or communication shall be deemed to have been given and received upon the email timestamp of the receiving party. Notice transmitted by email after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to be given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: Sue Fitzpatrick, Director of Parks and Recreation

With courtesy copies to: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Manager

And to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Lessee: Chris Ricci Presents, Inc.
2501 Vienna Court
Modesto, California 95355
Attention: Chris Ricci

Any Party may change their address for the purposes of this section by giving written notice of the change to the other Parties in the manner provided in this section.

Section 19. Amendments to Lease. This Lease may be supplemented, amended, or modified only by the mutual written consent of the Parties. No supplement, amendment, or modification of this Lease will be binding unless it is in writing and signed by all of the Parties. No provisions in either Party's correspondence or other business forms used by either Party will supersede or add to the terms and conditions of this Lease.

Section 20. General Provisions.

A. Time of Essence. Time is of the essence for this Lease and each provision contained within is made and declared to be a material, necessary and essential part of this Lease.

B. Partial Invalidity. If a court or an arbitrator of competent jurisdiction holds any provision of this Lease to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Lease would be defeated by the loss of the illegal, unenforceable, or invalid provision.

C. Ambiguities. Each Party has participated fully in the review and execution of this Lease. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Lease.

D. Headings Not Controlling. The headings in this Lease are included for convenience only and neither affect the construction or interpretation of any provision in this Lease nor affect any of the rights or obligations of the Parties to this Lease.

E. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Lease.

F. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of California.

G. Venue. Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus in the State of California.

H. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of

any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by City of any performance by Lessee after the time the same was due shall not constitute a waiver by City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by City in writing.

I. Counterparts. This Lease may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

J. Entire Agreement. This Lease sets forth the entire understanding between the Parties as to the subject matter of this Lease and merges all prior discussion, negotiations, proposal letters or other promises, whether oral or in writing.

IN WITNESS WHEREOF, City and Lessee have duly executed this Lease, with the intention of being bound by it as of the Effective Date set forth above.

CITY:

City of Riverbank, a municipal corporation of
the State of California

By: _____
Richard O'Brien, Mayor

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Annabelle Aguilar, City Clerk

LESSEE:

Chris Ricci Presents, Inc., a California
corporation

By: _____
Chris Ricci, President

Date: _____

EXHIBIT A
PERFORMANCE AGREEMENT

PROPOSED

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into this 27th day of March, 2018 (the “Effective Date”), by and between the City of Riverbank, a municipal corporation of the State of California (“City”) and Chris Ricci Presents, Inc., a California Corporation (“Consultant”). City and Consultant may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

This Agreement is being entered into with reference to the following facts:

A. City has obtained the rights to own and operate the annual Riverbank Cheese and Wine Festival, a longstanding local tradition consisting of arts and crafts and food booths featuring award-winning cheese and wine which is normally held the second weekend of October (“Festival”).

B. On January 27, 2014, the Riverbank City Council (“City Council”) directed City staff to hire an event coordinator to assist in carrying out the Festival.

C. Subsequently, City staff advertised a “Request for Proposal/Qualifications” for interested parties to submit proposals to the City for the coordination of the 2014 Festival (the “RFP”). A true and correct copy of the RFP is attached and incorporated herein as **Exhibit A**.

D. On February 18, 2014, City closed the RFP and was in receipt of proposals from three companies, including a proposal from Consultant. A true and correct copy of Consultant’s RFP proposal is attached and incorporated herein as **Exhibit B**.

E. After reviewing the proposals, City elected to contract with Consultant based on its qualifications.

F. On February 13, 2018, the City Council approved the City’s continued operation of the Cheese & Wine Festival for 2018.

G. On March 27, 2018 the City Council authorized the City Manager to enter into the agreement.

H. Consultant desires to perform the services included in its proposal and requested by City regarding the Festival on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Description of Work.

1.1. Scope of Services. Consultant shall perform the work set forth in **Exhibit C**, attached hereto (the “Services”). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the Services under this Agreement. Consultant shall determine the method, details and means of doing the work or rendering the Services. Any request for work or services not included in Exhibit A will be considered a request for additional or modified Services (“Modification” or “Modifications”). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

1.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the terms of Exhibit A. The Services, completion schedule, or compensation shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

1.3. Consultant Requested Modification in Services. Consultant shall not be compensated for work outside of the Services described in this Agreement, unless, prior to the commencement of the Services:

a. Consultant provides City with written notice that specific work requested by City or required to complete the Services is outside the agreed upon terms set forth in the Agreement. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Consultant’s proposed course of action for completing the work and a specific request for the City to approve the Modification to the Services; (3) set forth the Consultant’s proposed revisions, if any, to the completion schedule for the Services; and (4) set forth the Consultant’s proposed revisions, if any, to the compensation of the Services; and

b. City agrees that the Services require a Modification;

c. City gives prior approval in writing to all adjustments, if any, to the completion schedule and compensation; and

d. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the completion schedule or compensation for Consultant’s work.

Section 2. Compensation and Payment Schedule. The total cost of the Services described in Section 1 of this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00). City shall pay Consultant in accordance with the following payment schedule as set forth in Exhibit C:

- a. Five Thousand Dollars (\$5,000.00) due on or before June 29, 2018.
- b. \$5,000.00 due on or before July 28, 2018.
- c. \$5,000.00 due on or before October 20, 2018.

Consultant shall submit invoices to City for all commissions and reimbursable expenses within sixty (60) days of incurring such expenses. City will pay Consultant the amounts contained in the invoices within thirty (30) days of its receipt, provided the invoices comply with the Services and scope of work set forth herein. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

Section 3. Late Payment. Parties agree that payment for the Services set forth in Section 2 of this Agreement that is more than ten (10) days late is subject to a late fee of one and half percent (1.5%) interest per amount due in a given thirty (30) day period.

Section 4. Term and Time For Completion. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year or thirty (30) days after City affirms in writing that all required Services have been completed, whichever occurs first (the “Term”). The Parties may mutually agree in writing to terminate the Agreement earlier as provided in Section 13 or otherwise extend the Term pursuant to this Agreement.

Section 5. Time of Performance. Consultant warrants that it shall perform all Services for the benefit of the City in preparation of, during, and after the conclusion of the Festival. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

Section 6. Independent Contractor. Consultant will employ, within the Festival Budget, as approved by the City, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City.

Section 7. Sub-Consultants. Parties agree that Consultant may employ sub-consultants for purposes of carrying out the Services for the Festival including but not limited to 1) a concessionaire, 2) a sponsorship consultant, 3) a consultant to create and manage the Festival’s website, 4) a consultant responsible for alcohol sales at the Festival Consultant shall be responsible for managing any sub-consultants, 5) Vendor Coordinator. **Consultant shall not enter into any agreements with sub-consultants without first obtaining written approval from City related to payment for sub-consulting services.** No subcontract shall be awarded or an outside consultant engaged by Consultant for any purpose not listed herein unless prior written approval is obtained from City.

Section 8. Compliance with Laws and Standards. Consultant agrees that it shall conduct its work and perform the Services in accordance with all applicable federal, state, and local laws, ordinances and regulations.

Section 9. Insurance. Consultant and City shall, at their sole expense, maintain in effect at all times during the duration of this Agreement, not less than the following coverage and limits of insurances:

9.1. Workers Compensation. Consultant shall carry such insurance as will protect City and Consultant from claims under Worker's Compensation and Employers' Liability Acts and the type and amount of such insurance shall be maintained in strict compliance with the State of California statutes. This insurance shall also waive all right to subrogation against City, its employees, directors, officers and agents.

9.2. General Liability. City shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent consultants and broad form property damage coverage's. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and Two Million Dollars (\$2,000,000.00) in the aggregate.

Such insurance shall also:

a. Name City and its officers, employees, agents and representatives, including Consultant, as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured.

b. Be primary with respect to any insurance or self-insurance programs covering City and its officers, employees, agents and representatives.

c. Contain standard separation of insured provisions.

9.3. Automobile Liability. Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

9.4. Certificates of Insurance. Promptly upon execution of this Agreement and prior to commencement of any work, Consultant shall provide City with certificates of insurance evidencing that all insurance or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Consultant. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify City in

writing prior to making such changes. The failure to notify City of the cancellation of any insurance policy required herein shall be consider a material breach of this Agreement.

Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is in excess to and not contributing insurance with the insurance required in this Agreement. Consultant shall place all insurance required herein with insurers licensed to do business in the State of California, with an acceptable Best's Key Rating Guide rating of at least A:VII.

Section 10. Indemnification and Hold Harmless. Consultant shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to the extent arising out of the breach of this Agreement in whole or in part by, or willful or fraudulent misconduct or negligent acts, errors or omissions by Consultant, its employees, agents or consultants, or the agent, employee or consultant of any one of them in the performance of their duties or in their operations under this Agreement, but not including the sole or active negligence or the willful misconduct of City.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant from its obligations to indemnify as to any Claims so long as the event upon which such Claims are predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 11. Consequential Damages. In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages. However, the provisions of this section shall not restrict Consultant's indemnification obligations pursuant to this Agreement.

Section 12. Liabilities. Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City. Consultant will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity other than Consultant that furnishes services, facilities or equipment used in connection with Consultant services or facilities.

Except as expressly provided in this Agreement, Consultant makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Section 13. Termination. This Agreement may be terminated by City or Consultant upon the failure of the other Party to perform any of the material provisions of this Agreement (“Breach”). In the event a Breach of this Agreement occurs, the non-breaching Party shall provide the other written notice of the Breach. The Parties agree that this Agreement will terminate in the event the Breach is not remedied within ten (10) business days following written notice, or if remedy is not possible within 10 business days, or if the breaching Party has not taken meaningful steps within such time period to remedy the Breach.

Notwithstanding the termination of this Agreement in the event of a Breach, City may terminate this Agreement prior to the expiration of the Term (“Early Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement early (the “Early Termination Notice”). Upon receipt of any Early Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Early Termination Notice, for the Services actually (a) performed and (b) costs incurred, provided that such compensation amount shall not in any case exceed the maximum sum set forth in Section 2 of this Agreement. In the event of Early Termination, City shall pay the remainder of the amount of any outstanding invoice within thirty (30) days of receipt of a final invoice from Consultant.

Section 14. Agreement Renewal. City may renew this Agreement for an additional contract term of one (1) year by providing Consultant thirty (30) days’ written notice prior to the end of the Term of this Agreement.

Section 15. Attorney’s Fees. In the event that any arbitration, litigation or other action or proceeding of any nature between City and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either Party of any of the terms contained herein, it is mutually agreed that the prevailing Party in such action shall be entitled to their attorney’s fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

Section 16. Force Majeure. No Party shall have any liability to the other herein by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Section 17. Remedies Not Exclusive. The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of any remedy provided by law.

Section 18. Notices. Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by

EXHIBIT A – TO LEASE AGREEMENT

Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: Sue Fitzpatrick, Director of Parks and Recreation

With courtesy copies to:

City of Riverbank
6707 Third Street
Riverbank, California 95367
Attention: City Manager

And to:

Churchwell White LLP
1201 K Street, Suite 710
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Consultant:

Chris Ricci Presents, Inc.
2501 Vienna Court
Modesto, California 95355
Attention: Chris Ricci, President

Section 19. General Terms and Conditions.

19.1. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

19.2. Waiver. Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

19.3. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

19.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

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

19.6. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

19.8. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

19.9. Audit. City shall access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

19.10. Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

19.11. Entire Agreement. This writing constitutes the entire agreement between the Parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this Agreement.

19.12. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

19.13. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

19.14. Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

EXHIBIT A – TO LEASE AGREEMENT

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

19.16. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Consultant and City as of the date of the Agreement set forth above.

CITY:

**City of Riverbank, a municipal corporation
of the State of California**

By: _____

Sean Scully, City Manager

Date Signed: _____

EXHIBIT A – TO LEASE AGREEMENT

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Annabelle Aguilar, City Clerk

Consultant:

Chris Ricci Presents, Inc., a California corporation

By: _____
Chris Ricci, President

Date Signed: _____

COPY

EXHIBIT A

REQUEST FOR PROPOSALS/QUALIFICATIONS

COPY

EXHIBIT B

CHRIS RICCI PRESENTS, INC. PROPOSAL

COPY

EXHIBIT C

SCOPE OF WORK

COPY

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.F

SECTION 3: CONSENT CALENDAR

Meeting Date: March 27, 2018

Subject: A **Resolution** Adopting the 2017 Annual General Plan and Housing Element Annual Progress Reports (APRs) as well as Authorizing Staff to Submit said Reports to the California Office of Planning and Research and California Department of Housing and Community Development

From: Sean Scully, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

Staff recommends approval of the City's 2017 General Plan and Housing Element Annual Progress Reports (APR) and to authorize Staff to submit said reports to the California Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD).

SUMMARY

Section 65400(a)(2) of the Government Code requires each jurisdiction to prepare and submit an annual progress report on its General Plan by April 1 of each year. The annual report is required to contain the following: status of the City's General Plan and progress in its implementation, progress in meeting the City's regional housing need, and any actions taken by the City toward completion of Programs identified in the City's Housing Element.

This report is required to be reviewed and considered by the City's legislative body (City Council), and subsequently submitted to the California Office of Planning and Research, and the California Department of Housing and Community Development. The annual report does not require approval by these State Agencies.

The 2017 General Plan and Housing Element APRs are attached to this Staff Report as Attachment 2, Exhibits A and B. The purpose of these documents is to:

- 1) Remain compliant with Government Code Section 65400(a)(2) and Housing Element Law;

- 2) To update City Council on housing development and implementation of general plan programs, including the Housing Element; and
- 3) Ensure eligibility for State grant funding, such as the Housing-Related Parks Program.

For the City to be eligible for State funding for a variety of housing and park grants, the State typically requires the City's Housing Element to be in compliance with State Housing Law (certified) and for the City to make Annual Progress Reports OPR and HCD annually (by April 1 of each year). The City's 2014-2023 Housing Element was adopted in February, 2016 and received State certification in December, 2015. The proposed Annual Progress Reports ensure that the City will remain up-to-date in regards to the requirements imposed by future grant opportunities.

Grants that the City might pursue include:

- **Home Investment Partnership Program** – Provides decent and affordable housing, particularly for low- and very low-income households. Approximately \$26 million in federal funds for the HOME Program.
- **Community Development Block Grant** – Funds local community development activities such as affordable housing, anti-poverty programs, and infrastructure development. In Fiscal Year 2017, the largest categories of CDBG spending were public infrastructure (36%) and housing (24.7%).

A variety of other grant programs intended to improve communities, provide access to housing and rental/mortgage relief is available for the City to pursue.

This year, for the first time, the reports are to be submitted both online and by mail to the Governor's Office of Planning and Research so the formatting may look different than previous yearly reports.

In the 2017 Annual General Plan Report, progress was made on the following:

- 1) LAND-3 – Grants
- 2) LAND-5 – Zoning Amendments
- 3) ED-4 – Job Training Program

In the 2017 Annual Housing Element Report, progress was made on the following:

- 4) Program 1.1c – Rezone from R-1 to R-3
- 5) Program 2.1c – Accessory Dwelling Units
- 6) Program 2.1e – Farmworker Housing
- 7) Program 2.1g – Transitional and Supportive Housing
- 8) Program 2.1h – Employee Housing / Farmworker Housing
- 9) Program 3.1b – General Plan Fee Waiver
- 10) Program 3.1d – Parking review

PLANNING COMMISSION

A presentation on the adopted 2017 General Plan and Housing Element Annual Progress Reports will be presented to the Planning Commission at their regular meeting of April 17, 2018.

ENVIRONMENTAL DETERMINATION

Not applicable.

FINANCIAL IMPACT

Staff and contract staff support with J.B. Anderson Land Use Planning prepared the 2017 General Plan and Housing Element Annual Progress Reports.

STRATEGIC GOALS

The City of Riverbank Strategic Planning Session is a plan and set of goals that Riverbank will work towards for the next three years. The proposed Resolution adopting the City's 2017 General Plan and Housing Element Annual Progress Reports is not part of these goals.

ATTACHMENTS

1. City Council Resolution No. 2018-XXX
2. City of Riverbank 2017 General Plan Annual Progress Report, dated March, 2018
Exhibit A - 2017 General Plan Annual Implementation Report
Exhibit B - 2017 Housing Element Annual Progress Report

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ADOPTING THE 2017 ANNUAL GENERAL PLAN AND HOUSING
ELEMENT ANNUAL PROGRESS REPORTS (APRS) AS WELL AS AUTHORIZING
STAFF TO SUBMIT SAID REPORTS TO THE CALIFORNIA OFFICE OF PLANNING
AND RESEARCH AND CALIFORNIA DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

WHEREAS, the City of Riverbank is required by Government Code Section 65400 to provide an Annual Progress Report on the General Plan for the preceding year; and

WHEREAS, the Annual General Plan Progress Report must be transmitted to the City Council, the California Office of Planning and Research, and the California Department of Housing and Community Development; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby adopts the City's 2017 Annual General Plan Progress Report and 2017 Housing Element Annual Progress Report and authorizes staff to submit said reports to the California Office of Planning and Research and 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 27th day of March, 2018; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor



2017 General Plan Annual Progress Report

City of Riverbank

March 2018

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CHAPTER 1 – INTRODUCTION AND SUMMARY

A. PURPOSE OF THE ANNUAL PROGRESS REPORT

Section 65400 of the California Government Code requires the City to file an annual report addressing the status of the General Plan and progress made toward implementing its goals and policies. The progress report must be submitted to the Governor's Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD). The annual progress report provides a means to monitor the success of implementing the General Plan and determine if changes are needed in the plan or its implementation programs.

B. PURPOSE OF THE GENERAL PLAN

The General Plan is mandated by California Government Code Section 65300, which requires each city and county to adopt a general plan for the physical development of the jurisdiction. The Riverbank General Plan establishes a vision for the City's long-term growth and enhancement and provides strategies and implementing actions to achieve this vision. The Plan also conveys to City departments, other agencies, and private developers the community goals and policies, and establishes a basis for determining if development proposals and public projects are consistent. The Plan provides for establishing and prioritizing detailed plans and implementation programs.

C. STATUS OF THE ADOPTED ELEMENTS OF THE RIVERBANK GENERAL PLAN

State law requires that general plans include seven elements which must cover the following topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Elements for other topics of local concern may also be included. The Riverbank General Plan includes four optional elements: Community Character and Design, Economic Development, Public Services and Facilities and Air Quality. Except for the Housing Element, all elements of the Riverbank general Plan were adopted as a single document on April 22, 2009. State requirements for housing elements are more detailed and specific than for the other general plan elements. Housing elements are updated every eight years according to a schedule set by the State. For these reasons the Riverbank Housing Element is contained in a separate document which was adopted by the City Council February 23, 2016 and certified by the State HCD on December 30, 2015. The Housing Element covers the eight year period from 2015 to 2023. Other elements may be updated less frequently and typically have a 20-year horizon.

The correspondence between State mandated elements and the Riverbank General Plan is illustrated in the table below.

Correspondence Between Required General Plan Elements and the Riverbank General Plan	
Element	Riverbank General Plan
Land Use	LAND-1-20: Land Use
Circulation	CIRC-1-18: Circulation
Conservation	CONS-1-10: Conservation and Open Space
Open Space	CONS-1-10: Conservation and Open Space
Safety	SAFE-1-4: Safety Element
Noise	NOISE-1-7: Noise
Community Character and Design (optional)	DES-1-17: Community Character and Design
Economic Development (optional)	ED-1-12: Economic Development
Public Services and Facilities (optional)	PUBLIC-1-12: Public Services and Facilities
Air Quality (optional)	AIR-1-15: Air Quality
Housing	Separate Document

Compliance with OPR Guidelines

Riverbank's General Plan was updated in 2009 according to OPR's Guidelines and remained consistent with the Guidelines.

CHAPTER 2 – IMPLEMENTATION OF THE GENERAL PLAN

This chapter discusses the implementation of all of the adopted elements of the General Plan except for the Housing Element. The annual progress report on the Housing Element is contained in Chapter 3. Exhibit A shows the implementation status of each General Plan policy.

A. REVIEW OF IMPLEMENTATION MEASURES

Progress Report Highlights

The following are highlights of the progress made in calendar year 2017 organized by general plan element:

Land Use:

- *Amendments.*
 - o On October 10, 2017, the City Council adopted a Resolution approving a General Plan Amendment to establish a Specific Plan Land Use Designation in the General Plan Land Use Map.
 - o On November 28, 2017, the City Council adopted a Resolution approving a General Plan Amendment to designate 2.4 acres to Higher Density Residential, located at APN 075-030-001, a project known as 2644 Morrill Road.
 - o On December 12, 2017, the City Council adopted a Resolution approving a General Plan Amendment to designate 9.1 acres to Low Density Residential, located at APN 062-021-008, a project known as River Run.
- *Permitting and New Development.* The following is a summary of the building permits issued for the year 2017:

- o *Diamond Bar West* – Approved in 2015, construction continues on this fifty-eight (58) single-family residential project, located in eastern Riverbank. Thirteen (13) building permits were issued in 2017.

Circulation:

- *Amendments.* There were no amendments to the Circulation Element in 2017.

Community Character and Design:

- *Amendments.* There were no amendments to the Community Character and Design Element in 2017.

Economic Development:

- *Amendments.* There were no amendments to the Economic Development Element in 2017.

Conservation and Open Space:

- *Amendments.* There were no amendments to the Conservation and Open Space Element in 2017.

Safety:

- *Amendments.* There were no amendments to the Safety Element in 2017.

Noise:

- *Amendments.* There were no amendments to the Noise Element in 2017.

Public Services and Facilities:

- *Amendments.* There were no amendments to the Public Services and Facilities Element in 2017.

Air Quality:

- *Amendments.* There were no amendments to the Air Quality Element in 2017.

Housing

- *Amendments.* There were no amendments to the Housing Element in 2017.

Regional Coordination

- *North County Corridor.* The Mayor and City Staff continued to participate with the Stanislaus Council of Governments (StanCOG) to provide input and direction as to how the North County Corridor should be aligned as it passes Riverbank. The Mayor Richard D. O'Brien is a member of the Stanislaus Council of Governments Policy Board and Kathleen Cleek, a City Staff member, is part of the Valley Vision Stanislaus Steering Committee to help collaboratively address the requirements of Senate Bill 375 (SB 375).
- *Regional Transportation Plan / Sustainable Communities Strategies (RTP / SCS).* City staff continued to participate with Stanislaus Council of Governments in the Sustainable Communities Strategy process to develop and implement an action plan that will lead to a more sustainable region, and implement SB 375. Staff regularly attended Valley Vision Stanislaus Steering

Committee meetings and made periodic presentations to the City Council and Planning Commission.

- *Stanislaus County Planning Directors Meeting.* The Planning and Building Manager meets regularly with the Planning Directors of other cities in Stanislaus County to share information and discuss topics of mutual interest.

General Plan Amendments

Three (3) General Plan Amendments were processed in 2017. Two (2) were City-initiated and included the creation of a Specific Plan Land Use Designation and the redesignation from R-1 to R-3 of 2644 Morrill Road. One (1) was developer driven. They are described below:

- *General Plan Amendment – Specific Plan Designation on General Plan Land Use Map.* On October 10, 2017, the City Council adopted a Resolution approving a General Plan Amendment to establish a Specific Plan Land Use Designation in the General Plan Land Use Map.
- *General Plan Amendment – 2644 Morrill Road.* On November 28, 2017, the City Council adopted a Resolution approving a General Plan Amendment to designate 2.4 acres to Higher Density Residential, located at APN 075-030-001, a project known as 2644 Morrill Road.
- *General Plan Amendment – River Run.* On December 12, 2017, the City Council adopted a Resolution approving a General Plan Amendment to designate 9.1 acres to Low Density Residential, located at APN 062-021-008, a project known as River Run.

B. GOALS, POLICIES, OBJECTIVES, STANDARD OR OTHER PLAN PROPOSALS THAT NEED TO BE ADDED OR WERE DELETED, AMENDED OR OTHERWISE ADJUSTED.

Other than the General Plan Amendment described above, no changes to goals, policies, objectives, standards, or other plan proposals were identified in 2017.

CHAPTER 3 – ANNUAL PROGRESS REPORT ON IMPLEMENTATION OF THE HOUSING ELEMENT

The report addresses the progress in meeting the Regional Housing Need Allocation (RHNA) housing goals and the attainment of housing goals and objectives specified in the 2015-2023 Housing Element, adopted February 23, 2016. The State of California Department of Housing and Community Development requires an annual report attached as Exhibit B.

Following are highlights of the Calendar Year 2017 Housing Element Annual Progress Report:

Housing Element Implementation Highlights

The following are highlights of the Calendar Year 2017 Housing Element Annual Progress Report:

- Four (4) years have elapsed for the January 2014 through September 2023 Regional Housing Needs Allocation (RHNA) period. As measured through the issuance of building permits, the City has met:

- o Ten (10) percent of the Very Low Income goal;
 - o Eighteen (18) percent of the Low Income goal;
 - o Zero (0) percent of the Moderate Income goal; and
 - o Twelve (12) percent of the Above Moderate Income goal.
- *Building Permits Issued in 2017.* In 2017, 13 building permits were issued for single and multi-family development.

2017 General Plan Annual Progress Report

Exhibit A: General Plan Annual Implementation Report – 2017

Table I: General Plan Annual Implementation Report - 2017

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land Use Element					
Land – 1	The City will conduct a comprehensive review of the land use element, including analysis and actions to ensure there is adequate land in appropriate locations for employment-generating land uses.		X, No Later Than 2013	CDD	The City continues to monitor and review the Land Use Element for adequate land in appropriate locations. Three updates to the Land Use Element occurred in the year 2017.
Land – 2	The CDD will maintain an inventory of vacant and underutilized land to (a) evaluate proposed annexations and (b) ensure an adequate supply of vacant land to meet the community’s needs.	X		CDD	In 2017, the City joined a network if real estate professionals looking for land to develop. The network is titled ‘Oppsites’ where the City has listed 14 vacant and/or underutilized properties. The City has been in contact with multiple real estate professionals as a result if this listing, and will continue to maintain the City’s listings.
Land – 3	The City and Redevelopment Agency will pursue grant monies, as well as other funding sources for road and public infrastructure improvements to revitalize areas in need.	X		EDH, F, CDD,	In 2017, the City received various funding from the following grants: -Community Development Block Grant-Housing Related Parks Grant; and -CMAQ-Patterson Road between Third and Eighth Streets sidewalk Construction. -CMAQ – Roselle Road between Patterson and Pocket sidewalk construction.
Land – 4	The City will develop a comprehensive infill development streamlining and incentive program to encourage the redevelopment and revitalization of the Infill Opportunity Area.	X		CDD	There has not been any work done to develop infill development streamlining and incentive program due to staff constraints.

Agency Codes**City of Riverbank & Local**

CC	City Council	PW Public Works Dept
CM	City Manager	F Finance Department
PC	Planning Commission	EDH Economic Development and Housing
CDD	Community Development Department	P&R Parks and Recreation
ENG	Engineering Department	EDD Economic Development Department
LRA	Local Redevelopment Agency	

Regional, State, Federal and Private

StanCOG Stanislaus Council Of Governments
SC Stanislaus County
DOT Caltrans
MID Modesto Irrigation District
CEPA California Environmental Protection Agency
SJVAPCD San Joaquin Valley Air Pollution Control District

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Land – 5	The City will update the Zoning Code and other Municipal Code sections regulating land development to ensure consistency with the General Plan.	X		CDD	In 2017, the city processed various zoning code updates in order to ensure consistency between the General Plan and the Municipal Code, including revisions to the City’s residential zoning districts.
Land – 6	The City will coordinate with StanCOG and member jurisdictions and Caltrans to remove the State Highway 108 designation as it occurs through Riverbank and plan and condition land uses along a future alignment to enable Caltrans to redesignate Highway 108 near the Riverbank Planning Area.	X		CDD	In 2017, the environmental document for the North County Corridor was released for public review. This is relevant to Land-6 because Cal-trans will not consider re-designating State Highway 108 until the North County Corridor is built.
Land – 7	The City will draft an implementing ordinance for the Clustered Rural Residential land use designation consistent with the policies presented in the General Plan.	X		CDD	No Action in 2017.
Land – 8	Update the General Plan using data to be made available by the DWR and the Central Valley Flood Protection Board.	X		CDD	The update to the General Plan Safety Element occurred in 2015 as it relates to SB5 (2007) and 200-year floodplain protection. No action in 2017.

Agency Codes

City of Riverbank & Local

CC	City Council	PW Public Works Dept
CM	City Manager	F Finance Department
PC	Planning Commission	EDH Economic Development and Housing
CDD	Community Development Department	P&R Parks and Recreation
ENG	Engineering Department	EDD Economic Development Department
LRA	Local Redevelopment Agency	

Regional, State, Federal and Private

StanCOG Stanislaus Council Of Governments
SC Stanislaus County
DOT Caltrans
MID Modesto Irrigation District
CEPA California Environmental Protection Agency
SJVAPCD San Joaquin Valley Air Pollution Control District

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Circulation Element					
CIRC – 1	Develop and implement a Bicycle Master Plan.	X		CDD	In 2017, the City applied for ATP grant monies to assist in the development of a Bicycle Master Plan, but that application was ultimately rejected by the State.
CIRC – 2	As a part of implementation of the City’s bicycle master plan, the City will work with local irrigation districts, the County, local railroad concerns, other property owners, and other agencies and interested parties to acquire and/or use existing easements and rights-of-way for development of off-street pedestrian and bicycle pathways.	X		CDD	In 2017, the City applied for ATP grant monies to assist in the development of a Bicycle Master Plan, but that application was ultimately rejected by the State.
CIRC – 3	Develop a Travel Demand Management ordinance that requires large employers to provide incentives for employees to commute via transit, bicycle, on foot or by carpool rather than the SOV commute	X		CDD	No Action in 2017.
CIRC – 4	Revise street improvement standards to be consistent with this Circulation Element, including consideration on equal footing of all locally available forms of travel.	X		CDD, PW, ENG	The City revised street improvement standards to be consistent with Complete Streets, LID Development Standards and MS4 requirements. The new street standards were adopted by City Council in 2015. No Action in 2017.
Action	Implementation Action	Timeframe		Dept/	Status of Implementation

Agency Codes**City of Riverbank & Local**

CC	City Council	PW	Public Works Dept
CM	City Manager	F	Finance Department
PC	Planning Commission	EDH	Economic Development and Housing
CDD	Community Development Department	P&R	Parks and Recreation
ENG	Engineering Department	EDD	Economic Development Department
LRA	Local Redevelopment Agency		

Regional, State, Federal and Private

StanCOG	Stanislaus Council Of Governments
SC	Stanislaus County
DOT	Caltrans
MID	Modesto Irrigation District
CEPA	California Environmental Protection Agency
SJVAPCD	San Joaquin Valley Air Pollution Control District

Number		On-going	0 – 5 years	Agency	
CIRC – 5	Coordinate with relevant transit providers and include, as appropriate, transit improvements in the Capital Improvements Plan (CIP).	X		CDD, PW, F	The Community Development Department, Finance Department and the Public Works Department update the City's Capital Improvement Plans (CIP) annually.
CIRC – 6	The City will actively pursue State and Federal funding for developing, improving, and enhancing bicycle and pedestrian routes in the existing developed City.	X		CDD, F	In 2017, the City received CMAQ funding for bicycle land striping along Roselle Avenue.
CIRC – 7	Develop and implement a Parking Master Plan to coordinate and manage parking in the City.	X		CDD, PW	City staff is currently working on a downtown parking analysis and report for adoption in 2018.
CIRC – 8	Work with surrounding jurisdictions, the County, and StanCOG to develop regional solutions to regional vehicular transportation issues.	X		CDD, PW, ENG	In 2017, the City of Riverbank in coordination with the City of Modesto, and Stanislaus County applied for an ATP grant to provide a safe route to Enochs High School for residents to utilize from Crawford Road to Sylvan Road along Roselle Road. The grant application was ultimately rejected by the State.
Community Character and Design Element					
DESIGN – 1	Establish distinctive crosswalks at major street intersections and other locations expected to generate significant pedestrian traffic in the existing City, as funding allows.	X		F, CDD	Utilizing CMAC and Safe Routes to School funds, the City is currently re-designing the Patterson Road and Roselle Avenue intersection to improve circulation and overall safety for non-motorized travelers, including students on bicycles.
Action	Implementation Action	Timeframe		Dept/	Status of Implementation

Agency Codes

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Regional, State, Federal and Private

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Number		On-going	0 – 5 years	Agency	
DESIGN – 2	Where appropriate opportunities and sufficient right-of-way exists, the City will modify wide streets into boulevards with landscaped medians or landscaped strips between the roadway and sidewalks to visually and functionally enhance streets for pedestrian use.	X		CDD, ENG, PW	In 2017, the City developed an ultimate streetscape for Calendar Avenue using Measure L funds, which features a pedestrian crosswalk and landscape median in an area with high pedestrian traffic.
DESIGN – 3	The City will establish design standards and parking requirements for accessory dwelling units.	X		CDD	In 2017 the City adopted reduced parking standards for accessory dwelling units.
DESIGN – 4	Pursue improvements downtown that reduce effective Downtown street widths in relationship to building height and bulk, while allowing for automobile movements.		2015	CDD	The Downtown Specific Plan was adopted in 2015. No Action in 2017.
DESIGN – 5	Prepare comprehensive streetscape plans for Patterson Road, Atchison Street/Highway 108, 1 st Street, Claribel Road, Oakdale Road, Roselle Avenue, and Claus Road.		2015	CDD, ENG	A Streetscape plan for Patterson Road, east of Roselle Avenue is currently being developed to include Complete Streets Principles, including a Bicycle Path adjacent to the BNSF/Sierra Railroad. Other Streets and intersections will be improved as funds become available.
Action	Implementation Action	Timeframe		Dept/	Status of Implementation

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Number		On-going	0 – 5 years	Agency	
DESIGN – 6	The City will define the edges, focal points, and landmarks of the Downtown. The City will establish gateways to Riverbank.	X		CDD	The Downtown Specific Plan identifies “gateways to Downtown” as 108/Patterson Road to the west and Atchison Street/Highway 108 to the east. Additionally, the revised DTSP expanded the east gateway, along Atchison Street.
DESIGN – 7	Adopt development standards that minimize environmental impacts of development through an appropriate balance of regulations and incentives	X		CDD	In 2017 the city adopted a covered trash enclosure standard with hose bib and grease/sand trap requirements.
DESIGN – 8	Projects shall provide artwork by a qualified artisan(s) within their developments as approved by the Director of Community Development	X		CDD	The Community Development Department, Planning Commission and City Council continue to consider artwork by qualified artisan(s) within development projects. This will continue to be approved by the Community Development Director.
Economic Development Element					
ED – 1	Continue to dedicate staff resources to economic development activities, and identify ways to improve upon existing initiatives	X		F, CDD, EDD	The Finance Department, Community Development Department and Economic Development Department continue to dedicate staff resources to economic development activities. No Action in 2017.

Action	Implementation Action	Timeframe	Dept/	Status of Implementation
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Agency Codes

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Number		On-going	0 – 5 years	Agency	
ED – 2	Continue to identify funding resources, and apply for those resources for which the City of Riverbank qualifies	X		EDD, F	The City will continue to identify funding resources and apply for those resources for which the City of Riverbank qualifies.
ED – 3	Continue to leverage redevelopment funds to develop programs and initiatives that improve the physical environment and business climate within the project area	X		EDD, CDD	There has not been any work done to leverage redevelopment funds due to the demise of redevelopment.
ED – 4	Work with Modesto Junior College, Stanislaus Alliance Worknet, other public agencies, and private job training providers to develop and refine job training programs that meet the needs of private industry and prospective businesses seeking to locate in Riverbank	X		EDD	In 2017, the City in coordination with Stanislaus Alliance Worknet (Opportunity Stanislaus) hired three (3) temporary employees.
ED – 5	Identify opportunities to locate job training sites in Riverbank. Most of the existing job training and business assistance resources are based in Modesto. If a major facility development or expansion can be attracted to Riverbank, opportunities should be explored to base any resultant job training activities within Riverbank.	X		EDD, CDD	No action necessary. The Economic Development Department and Community Development Department will explore options for job training in Riverbank as opportunities arise when new expansion or development occurs.
Action	Implementation Action	Timeframe		Dept/	Status of Implementation

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Number		On-going	0 – 5 years	Agency	
ED – 6	Implement a business outreach program that identified home-based businesses operating in Riverbank	X		EDD	No action in 2017.
ED – 7	Implement a business outreach program that prioritizes businesses and/or industry sectors that constitute the most prominent sources for jobs and fiscal revenue in Riverbank	X		EDD	No action in 2017.
Ed – 8	Assign City staff and personnel from appropriate agencies to a “rapid response” team that will respond to changes in the job training and workforce development needs for large employers in Riverbank	X		All Depts.	No Action in 2017.
Ed – 9	Develop specific marketing messages for different industry sectors, based on Riverbank’s strengths, market position, and future growth opportunities	X		EDD	In 2017 the City created an Oppsites page to promote the sale and development of vacant and underutilized parcels in the city.
ED – 10	Refine business attraction targets to include business-to-business suppliers. Business suppliers would potentially include material distributors, services providers, and component manufacturing.	X		EDD	No action in 2017.
ED – 11	Systematically track available land, and available building vacancies. Continually update the information and identify the most efficient and cost-effective methods for distributing the information, including web-based systems.	X		CDD	In 2017, the City joined a network of real estate professionals looking for land to develop. The network is titled ‘opposite’ where the City has listed 14 vacant and/or underutilized properties. The City has been in contact with multiple real estate professionals as a result of this listing, and will continue to maintain the City’s listings.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 12	The City should contract with a sales tax accounting firm to provide customized and quarterly updated audits of the City's sales tax receipts	X		EDD	No Action in 2017.
ED – 13	Dedicate staff resources to tracking employment and payroll trends, in order to monitor progress toward community goals for economic development	X		EDD	No Action in 2017.
ED – 14	Implement a residential survey that includes information on where Riverbank residents work and their occupations	X		EDD	No Action in 2017.
ED – 15	Facilitate the formation of business district committees, and assist those districts that wish to further explore the benefits and implementation steps for the creation of a Business Improvement District	X		EDD	No action in 2017 due to a lack of interest by businesses.
ED – 16	Proactively use the business outreach process to identify priorities for business climate improvement	X		EDD	No Action in 2017.
ED – 17	Include the redevelopment agency in any efforts to improve the local business climate within the redevelopment district	X		EDD, CDD	There has not been any work done to include the redevelopment agency due to the demise of redevelopment.

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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 18	Initiate a hotel/lodging feasibility study to identify the types, numbers, and appropriate locations of lodging facilities that Riverbank could attract.	X		EDD	In 2017, the City worked with a number of different developers who were assessing the feasibility of lodging facilities in various locations. One site that is receiving a lot of attention for this type of use is the Cannery site, located in the geographical center of the City.
ED – 19	Prioritize business attraction initiatives in the categories identified in Goal ED-6.	X		EDD	In late 2015 the City adopted a Grease Inteceptor Loan Program and a Conditional Waiver to Install Grease Interceptors Program to encourage restaurants to locate in the downtown. No Action in 2017.
ED – 20	Identify options and preferred alternatives for rail spur locations and potential relocations, particularly as they pertain to the reuse of the Riverbank Army Munitions site.	X		CC, LRA	In 2017, the City developed and released a request for proposals for a master developer of the former army ammunitions plant who will identify options and preferred alternatives for rail spur locations.
ED – 21	Initiate a retail leakage study in order to identify retail and other local-serving attraction opportunities that remain, and project the future growth in household retail demand and supportable establishments.	X		EDD	No Action in 2017.

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ED – 22	Initiate a feasibility study that identifies market opportunities for entertainment and recreational uses in Riverbank, particularly as they apply to creating an arts district in downtown Riverbank.	X		EDD	No Action in 2017.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 23	Continue to identify and procure the necessary funding to fully implement the streetscape improvement plans identified in the Downtown Revitalization Plan.	X		F, EDD, CDD	No Action in 2017.
ED – 24	Continue to facilitate special events in downtown Riverbank.	X		P&R, F, EDD	During 2017, the Parks and Recreation Department held many successful events and will continue to do so in 2018. The largest event was the Riverbank Cheese and Wine Festival, where over 100 vendors were present and thousands of people attended.
ED – 25	Initiate a fiscal impact analysis that identifies fiscal costs and benefits associated with specific types of development.	X		F, EDD, CDD	No Action in 2017.
ED – 26	Identify options such as Zoning Code changes, corridor planning for older commercial areas, and specific plans for new growth areas that would implement and promote mixed use development.	X		CDD	No Action in 2017.
ED – 27	Prepare an urban design plan for downtown Riverbank to compliment business attraction, redevelopment strategies, and streetscape improvements.	X		CDD	The Downtown Specific Plan was adopted in 2015 and includes urban design standards for the Downtown area.

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ED – 28	Continue to network with regional agencies as part of the City’s economic development program, and include Latino/Hispanic business organizations as part of this strategy.	X		EDD	The City continues to network with regional agencies as part of the City’s economic development program. No action necessary.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Conservation and Open Space Element					
CONS-1	1) Require development projects and subdivisions be consistent with, and implement land use planning and greenhouse gas emission reduction measures developed pursuant to the regional Sustainable Community Strategy. 2) Develop a Sustainable Agricultural Strategy to minimize the agricultural production loss to urban development	X		CDD, CC, PC	This Action is ongoing. Development Projects, as they are processed, are required to comply with the County’s Sustainable Community Strategy.
CONS – 2	Adopt a “right-to-farm” ordinance that informs residents of ongoing agricultural practices at the edges of Riverbank and protects farmers and other agriculture interests from dumping, nuisance, complaints, and other problems typically associated with new residents on the City fringe.		X	CDD	No Action in 2017. The City of Riverbank Sustainable Agricultural Strategy was adopted by City Council in 2016.
CONS – 3	Seek funding to assist private owners in the preservation of buildings and site of historic importance	X		CDD, EDD	No Action in 2017.

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CONS - 4	Seek funding for implementing energy efficient improvement and utilities infrastructure renewal projects	X		CDD, PW, EDD	No Action in 2017.
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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Safety Element					
SAFE – 1	Work with the Department of the Army to ensure successful clean-up and reuse of the decommissioned Riverbank Ammunition Plant	X			The Riverbank RAAP was selected for closure as part of the Base Realignment and Closure (BRAC) plan of 2008. The Local Redevelopment Agency continues to work with the Department of the Army and the Federal Environmental Protection Agency to ensure the successful clean-up and reuse of the plant. In November of 2013, the Riverbank Industrial Complex Specific Plan was adopted by City Council. In 2017 PCB clean-up was completed at the site.
SAFE – 2	Implement and periodically update disaster plans, including the City’s Emergency Operations Plan		X	CDD, EDD	In 2016 the City updated and adopted its Emergency Operations Plan. No action in 2017.

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SAFE – 3	Will coordinate with public safety service providers serving the City to ensure proper training and disaster preparedness and periodic testing of equipment and facilities	X			No Action in 2017.
SAFE – 4	Support the purchase and maintenance of proper emergency communication systems and equipment and other necessary tools dealing with emergencies.	X			No Action in 2017.

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
Noise Element					
NOISE – 1	Update implementing ordinances related to noise consistent with the policies of this element and City redevelopment and revitalization planning	X		CC, PC, CDD	This action has not been implemented due to the demise of Redevelopment. The Community Development Department, City Council and Planning Commission will continue to implement the Noise element on a project-by-project basis, ensuring that specific projects do not affect adjacent land uses that may be sensitive, such as schools and residential.
NOISE – 2	Ensure that personnel charged with enforcing such ordinances are properly trained and equipped for on-site measurement techniques and other necessary tasks	X		CDD	Depending on the Project, a Noise Analysis may be commissioned to ensure that the project is consistent with the Noise Element of the General Plan and any applicable Ordinances. This may be done in-house or by an outside consultant.

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NOISE – 3	Coordinate with StanCOG and Caltrans to ensure transportation planning and improvement programs are consistent with this element	X		CC, PC, CDD	The City Council, Planning Commission and Community Development Department will continue to work with StanCOG and Caltrans to ensure transportation planning and programs are consistent with the Noise Element.
Public Services and Facilities Element					
PUBLIC – 1	Coordinate with area reclamation districts, Stanislaus County, the City of Modesto, and other agencies and jurisdictions for planning and coordinating drainage programs and policies on an area wide and regional basis	X		CDD	In 2017, the City joined other cities in the creation of the Stanislaus Multi Agency Regional Stormwater Resource Plan, and submitted a list of projects to be included in the plan.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
PUBLIC – 2	Develop a park master plan that describes the standards, design, land requirements, locations, planning, and funding to support the City's existing and future park system	X		P&R	In 2017 the Parks and Recreation Director updated the exhibits to draft a parks master plan when funding becomes available.
PUBLIC – 3	Update the water, wastewater, and stormwater drainage master plans at least every five years to ensure the appropriate level of service is maintained as the City grows, and to ensure that appropriate projects include a capital improvements planning and can be funded		Complete, 2015	CDD	The City's 2010 Urban Water Management Plan was adopted by City Council on January 27, 2015. The scope was defined to update the UWMP. The updated UWMP was adopted in 2016.

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PUBLIC – 4	Coordinate with the United States Postal Service and other public agencies serving Riverbank, regarding needs for expansion, satellite locations, and other issues related to land use planning	X		CDD	No Action in 2017.
Air Quality Element					
AIR – 1	Develop a program to reduce daily emissions of nitrogen oxides	X		CDD	No Action in 2017.
AIR – 2	Develop a local greenhouse gas reduction program	X		CDD	No Action in 2017.

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
AIR – 3	Pursue and use State and Federal funds earmarked for bicycle and transit improvements, transit-oriented planning and development, and other planning and improvement grant programs intended to encourage alternatives to automobile transportation	X		CDD, EDD, F	In 2017, the City received funds for bicycle striping along multiple roadways throughout the City. In 2017, the City applied for funds to create a safe route to school for residents to get to Enochs High School, but that application was ultimately denied by the State.

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AIR – 4	Coordinate with local irrigation districts, the County, Caltrans, and other interested parties to develop bikeways and pedestrian paths along canals, abandoned railroad lines, and other easements and rights-of-ways	X		CDD, P&R	The Community Development Department has been in discussion with Hetch-Hetchy Water and Power to develop a dog park or multi-use path on SFPUC Right-of-Way. No Action in 2017.
AIR – 5	Develop planning strategies and supportive ordinances addressing Downtown Riverbank and West Riverbank	X		CDD	In 2017 the City Council adopted a General Plan amendment to create a Specific Plan designation for the General Plan Map.
AIR – 6	In planning and budgeting for transportation infrastructure, before considering constructing more roadway capacity, the City of Riverbank will consider measures to increase the capacity of the existing road network	X		CC, PC, CDD, PW, ENG	The Community Development Department, Public Works Department and Engineering will continue to consider measures to increase the capacity of the existing road network prior to considering constructing more roadway capacity. City Staff is currently revising the City's Standard Street Widths, which will incorporate DOT's directive of Complete Streets and LID Standards (MS4 Requirements).
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	On-going		
AIR – 7	Coordinate with transit providers on the portion of long-range transit plans serving Riverbank and accommodate necessary facilities such as bus pull-outs, bus shelters, information kiosks, street furniture, lighting, etc.	X		CDD	The Community Development Department continues to consider transit plans serving Riverbank for new development.

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AIR – 8	Require project proponents to prepare health risk assessments in accordance with Air District-recommended procedures as part of environmental review when the proposed industrial process has associated air emissions that have been designated by the State as a toxic air contaminant or, similarly, by the federal government as a hazardous air pollutant	X		CDD	The Community Development Department will continue to work with SJVAPCD to ensure that new projects are mitigating air quality impacts. Air Emissions are calculated and reviewed by SJVAPCD.
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2017 General Plan Annual Progress Report
Exhibit B: Housing Element Annual Progress Report – 2017
Reported Data – January 1, 2017 – December 31, 2017

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction RIVERBANK

Reporting Period 01/01/2017 - 12/31/2017

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the “Final” button and clicking the “Submit” button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

**Governor’s Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044**

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction RIVERBANK

Reporting Period 01/01/2017 - 12/31/2017

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3						0	13				
(10) Total by Income Table A/A3			0	0	0	13					
(11) Total Extremely Low-Income Units*			0								

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction RIVERBANK

Reporting Period 01/01/2017 - 12/31/2017

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

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 (CCR Title 25 §6202)

Jurisdiction RIVERBANK
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Table A3
Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	0	0	0	0	0	0	0
No. of Units Permitted for Above Moderate	13	0	0	0	0	13	0

* Note: This field is voluntary

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Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	321	0	33	0	0	0	0	0	0	0	33	288
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Low	Deed Restricted	206	0	38	0	0	0	0	0	0	0	38	168
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Moderate		217	0	0	0	0	0	0	0	0	0	0	217
Above Moderate		536	52	0	13	0	0	0	0	0	-	65	471
Total RHNA by COG. Enter allocation number:		1280	52	71	13	0	0	0	0	0	0	136	1144
Total Units ▶▶▶													
Remaining Need for RHNA Period ▶▶▶▶▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

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Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 2.1k.	Regional cooperation with homeless needs. The City shall participate in the Stanislaus County Housing and Support Collaborative (SCHSCC) and the Continuum of Care to help address homeless needs in Riverbank and Stanislaus County.	12/31/2023	The City of Riverbank continues to participate in the Stanislaus County Housing and Support Collaborative (SCHSCC) and the Continuum of Care to help address homeless needs in Riverbank and Stanislaus County.
Program 2.2a.	To ensure there is no net loss of residential development potential for the vacant sites designated Downtown Core, Mixed Use Neighborhood, and Downtown Neighborhood, as identified in the Downtown Specific Plan, the City shall encourage redevelopment in the Downtown area that results in a two to one replacement of any existing housing units displaced by redevelopment projects in the Downtown area.	12/31/2023	The City continues to work with developers seeking to redevelop property within the Downtown Specific Plan Area. Further, the City continues to encourage two to one replacement of any existing housing units displaced by redevelopment projects in the Downtown Area. In 2017, there were no projects within the Downtown Specific Plan Area that displaced any housing units.

Program 2.2c.	The City shall encourage the development of new housing of upper stories and mixed-use buildings in the Downtown Core area of the Downtown Specific Plan.	12/31/2023	In 2017, the City worked with various developers interested in the Downtown Specific Plan Area and encouraged mixed-use development within the City.
Program 3.1a.	Continue to promote the use of Planned Development zones for developers who wish to deviate from setback, parking, or other standards which may limit their ability to develop at a desired density.	12/31/2023	The City continues to recommend and promote Planned Development zoning for developers that wish to deviate from City standards.
Program 3.1c.	Continue to utilize computer software to help fast track building permits, saving both developer and staff time.	12/31/2023	The City continues to upgrade and meet with software developers to improve their computer software to help fast-track building permits.
Program 3.1d.	City shall review and amend to reduce the City's parking standards.	12/31/2023	City staff is currently conducting a parking space analysis in the downtown and drafting a report.
Program 3.1b.	The City will waive fees for General Plan Amendments intended solely to increase residential designations from low-to-medium density to medium-to-high density residential.	12/31/2023	In 2017, the city worked with the property owner located at 2644 Morrill Road to rezone the property from low density residential to high density residential. In conformance with this program the City waived all fees associated with this rezone.
Program 4.2a.	Discourage land division of sites currently zoned high-density residential.	12/31/2023	In 2017, there were no high density sites subdivided, and the City will continue to support the preservation of high density sites.
Program 4.2b.	Monitor any units that may be deemed at-risk for conversion into market-rate housing.	12/31/2023	The City continues to monitor at-risk housing units. As discussed in the Housing Element, there are no at-risk housing units in the City. The program is on-going.
Program 5.1b.	Maintain the Draft General Plan Housing Element Review on the City's Website. Develop an evaluation matrix to determine the consistency between the Housing Element policies and programs and other Elements of the General Plan.	12/31/2023	The 2017 Housing Element Annual Progress Report will be posted on the City's website for review. In addition, the Planning Commission and City Council will review APRs at regularly scheduled meetings. Staff continues to develop a consistency matrix. The program is on-going.
Program 5.1c.	To promote Public Participation in the Housing Element update, the City shall utilize the following actions: Public workshops posted in English and Spanish, partner with local churches to present and solicit input, Public Notices shall be delivered in the Monthly water bill	12/31/2023	The City will implement this program at the next Housing Element Cycle.

	and printed in English and Spanish.		
Program 6.1a.	Continue to implement state energy-efficient standards, including the addition of energy-efficient conditions to planned development approvals.	12/31/2023	In 2017, the City implemented state energy-efficient standards through the building permit process. Conditions are developed as part of the entitlement process to be consistent with state energy-efficient standards.
Program 6.2a	Include energy conservation guidelines as part of the development standards for specific plan areas.	12/31/2023	As the City receives applications for specific plan areas the city will continue to implement this program.
Program 1.1a; Program 1.1b	The City shall designate sufficient land at various densities to allow for the construction of sufficient housing to meet its legally adopted HCD Regional Housing Need Allocation (RHNA) between 2014 and 2023.	12/31/2023	The City continues to work with the land owners of Crossroads West Specific Plan Area. As part of this work the Environment Impact Report and Specific Plan will be released to the public in Spring of 2018.
Program 1.1c	To meet the unaccommodated need from the 4th cycle identified in Program 1.1a and AB1233 Analysis located in Section VIII, the city will rezone the site listed in Table VIII-7 and adopt a general plan amendment.	12/31/2023	The program was accomplished in 2017. The site identified in Table VIII-7 has been rezoned from R-1 to R-3 to accommodate higher density development.
Program 1.2a	Track changes in land availability and accomplishments in multi-family development in order to determine if further rezoning is necessary to better facilitate high density developments.	12/31/2023	In 2017, the City started participation in 'Oppsites', which showcase vacant and/or underutilized sites within the City. The City has been responsive to inquiries regarding these sites, and will continue participation throughout the cycle.
Program 2.1a; Program 2.1f	Seek assistance from non-profit developers, including Self-Help Enterprises and Habitat for Humanity to develop homes for lower-income families. The City will meet with non-profit developers to discuss available sites for affordable housing projects, potential funding sources, and actions the City can take to assist housing providers in obtaining funding.	12/31/2023	The City continually is responsive to inquiries regarding affordable housing projects. Additionally, the city is proactive in working with affordable housing developers in assessing suitable sites for affordable housing development.
Program 3.1g.	Assign primary contact for priority housing developments to assist with all necessary entitlements and assist navigating various local departments. Hold pre-application	12/31/2023	All development within the city is assigned one (1) primary contact to assist with all necessary entitlements and assist in navigating various local departments. Pre-Application meetings are available and encouraged to assist potential applicants with any type of application package.

	development conferences. Provide information about permit streamlining.		
Program 4.1a	Continue to actively seek State and federal funding for rehabilitation of homes.	12/31/2023	The City did not successfully fund rehabilitation of homes in 2016. The City is hopeful that this program can be successful in 2018.
Program 2.1c	Encourage developers to include second dwelling units in new subdivisions as well as a variety of higher density options	12/31/2017	In 2017, the City updated their second dwelling unit ordinance to include new state standards, which eliminate restrictions on second dwelling units. The City makes sure that developers throughout the City are made aware of the second dwelling unit ordinance.
Program 2.1e	Assist in the development of housing for farmworkers. Actions will include assistance with site identification and support of applications for funding.	12/31/2017	In 2017, The City created an exhibit, and posted it to their website, which details areas of underutilized and vacant sites.
Program 2.1g	The City will update the uses permitted in the R-1 and R-2 Zone to include Transitional and Supportive Housing as a permitted use. In addition, the City shall amend the Uses Permitted with a Use Permit in the C-1, C-2, and C-M Zone to remove Transitional and Supportive Housing.	12/31/2017	The City has updated their R-1 and R-2 zones to include Transitional and Supportive Housing, in 2017. Further, the City has updated their C-1, C-2, and C-M zones to remove Transitional and Supportive Housing.
Program 2.1h	The City shall amend its Zoning Ordinance to comply with Health and Safety Act Sections 17021.5 and 17021.6 and permit Employee Housing/Farmworker Housing in the R-1 Zone.	12/31/2017	In 2017, the City amended their Zoning Ordinance to comply with Health and Safety Act Sections 17021.5 and 17021.6 and permit Employee Housing/Farmworker Housing in the R-1 Zone.
Program 2.1i	The City shall refer residents to the Valley Mountain Regional Center for housing and services available to persons with developmental disabilities.	12/31/2023	As needed, the City will refer residents to the Valley Mountain Regional Center. The City has not yet pursued State and federal monies for direct support of housing construction and rehabilitation specifically targeted for housing for persons with developmental disabilities.
Program 2.1j	The City shall encourage housing development within the General Plan Infill Opportunity Area and specifically, sites designated Mixed Use.	12/31/2023	As development applications are received, the City will encourage and provide opportunities for development within the Infill Opportunity Area. Further, in 2017, the City created a profile on Oppsites, which feature areas of the city that are undeveloped or underutilized. Many of the sites that are listed are infill opportunity areas.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction RIVERBANK

Reporting Period 01/01/2017 - 12/31/2017

General Comments:

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: March 27, 2018

Subject: Second Reading by Title Only and Adoption of Proposed **Ordinance No. 2018-004** Repealing in its Entirety Chapter 122: Video Franchise of Title XI: Business Regulations and Replacing it with a New Chapter 122: Video Service Franchise to Include Reauthorization of the PEG Fee and to Automatically Reauthorize the Peg Fee upon Renewal of a State Video Franchise

From: Sean Scully, City Manager

Submitted by: Annabelle H. Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2018-004 and consider its adoption by roll call vote.

INTRODUCTION

A Public Hearing was conducted at the regular City Council meeting on March 13, 2018, to receive public opinions or evidence for or against the proposed Ordinance after its first reading and introduction by title only. The City Council approved the first reading and introduction of the proposed ordinance (now titled Ordinance No. 2018-004), which moved said Ordinance to the March 27, 2018, regular City Council meeting for its second reading by title only and consideration for adoption.

SUMMARY

The 10-year state video franchise issued to Charter Communications, Inc., ("Charter") had expired and recently renewed by the California Public Utilities Commission. Due to this action, Charter was no longer authorized to collect and pay the Public, Educational, and Governmental (PEG) fees that fund the maintenance of the City's PEG channel. In order to authorize Charter to continue to collect and pay the PEG fees, the reauthorization of the City's Video Franchise Ordinance is required. As a result, the ordinance was amended to: 1) refine the language, 2) reauthorize Charter to continue to collect and pay the PEG fees; and 3) to include a provision in the ordinance for the automatic reauthorization to collect and pay the PEG fees upon renewal of a state video franchise; thereby ensuring that the ordinance remains in full effect. This action will also apply to the state video franchise for AT&T, Inc.

BACKGROUND

The State Legislature adopted the Digital Infrastructure and Video Competition Act (“DIVCA”) of 2006, which established a state video franchising system that replaced local cable franchising.

On December 22, 2008, the Riverbank City Council adopted Ordinance No. 2008-017, establishing Riverbank Municipal Code Chapter 122: Video Franchise of Title XI, providing the authority to collect franchise fees, currently 5% of gross revenues, and to collect a Public, Educational, and Governmental (PEG) fee equal to 1% of the gross revenues, which are payable by the state video franchise holders that operate within the City. This ordinance must be reauthorized by the City Council in order for the Holder to continue collecting and paying the PEG fees to the City.

Charter Communication, Inc. (“Charter”) and AT&T, Inc. are the City’s video service franchise holders (“Holders”) and operate within the City providing video service to the citizens of Riverbank and also providing a PEG channel to receive City video programming. In order to provide video service, the Holders must apply for and be issued a state video franchise by the California Public Utilities Commission, which has a term of 10 years and must be renewed by the end of its term.

In accordance with the California Public Utilities Code Section 5870(n), when a state video franchise expires and then is renewed by the Commission, the City’s video franchise ordinance is required to be reauthorized by formal adoption of the City Council. Upon adoption of the ordinance, the Holder is reauthorized to continue the collection and payment of the PEG fees to the City, which will continue to support the maintenance of the PEG channel facilities.

STRATEGIC PLAN

The collection of the PEG fees has funded the recent improvement of the City’s media equipment in the Council Chambers to improve the presentation and video broadcasting on the PEG Channels, which is a City strategic goal of the maintenance and improvement of our infrastructure.

FINANCIAL IMPACT

PEG Fees from the City’s video franchises will continue to be collected and paid to the City in accordance with DIVCA.

ATTACHMENT

1. Proposed Ordinance 2018-

CITY OF RIVERBANK

ORDINANCE 2018-004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, REPEALING IN ITS ENTIRETY CHAPTER 122: VIDEO FRANCHISE
OF TITLE XI: BUSINESS REGULATIONS AND REPLACING IT WITH A NEW
CHAPTER 122: VIDEO SERVICE FRANCHISE TO INCLUDE REAUTHORIZATION
OF THE PEG FEE AND TO AUTOMATICALLY REAUTHORIZE THE PEG FEE
UPON RENEWAL OF A STATE VIDEO FRANCHISE**

WHEREAS, the State Legislature adopted the Digital Infrastructure and Video Competition Act of 2006, (also known as AB 2987, and "DIVCA"); and

WHEREAS, DIVCA established a state video franchising system that replaced local cable franchising; and

WHEREAS, a state video franchise, that has a term of ten (10) years, is issued by the California Public Utilities Commission ("CPUC"), who administers the California Public Utilities Code ("PUC"); and

WHEREAS, in accordance with DIVCA a local entity may establish a fee to support Public, Education, and Government access facilities ("PEG") payable by state video franchise holders, through the adoption of an ordinance; and

WHEREAS, on December 22, 2008, the Riverbank City Council adopted Ordinance No. 2008-017, establishing Riverbank Municipal Code Chapter 122: Video Franchise of Title XI providing the authority to collect franchise fees, currently 5% of gross revenues, and to collect a PEG fee equal to 1% of the gross revenues, which are payable by the state video franchise holders that operate within the City; and

WHEREAS, the City of Riverbank receives PEG fees from state video franchise holders Charter Communications, Inc. and AT&T Inc., and upon expiration of their issued state video franchise, PUC requires that a city's ordinance be reauthorized by the City Council for the continued collection and payment of the PEG fees; and

WHEREAS, to ensure the collection and remittance of the PEG fee continues, and the video franchise ordinance remains in full effect upon the renewal of a state video franchise by the CPUC, the City Council desires to expressly declare that the City's video service franchise ordinance for the PEG fee is reauthorized, and further desires to amend this ordinance to automatically reauthorize the ordinance for the PEG fee to the extent required by PUC Section 5870(n) upon the renewal of a state video franchise to a holder.

SECTION 1: NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIVERBANK DOES ORDAIN AS FOLLOWS:

The Riverbank Municipal Code, Title XI: Business Regulations, Chapter 122: Video Franchise, shall be amended by repealing in its entirety Chapter 122 and replacing it with a new Chapter 122: Video Service Franchise, which shall read as follows:

CHAPTER 122: VIDEO SERVICE FRANCHISE

Section

General Provisions

- 122.01 Purpose and authority
- 122.02 Definitions

Franchise Provisions

- 122.06 State video franchise applications
- 122.07 State video franchise holder franchise fee
- 122.08 Public, educational, and government (PEG) fee
- 122.09 Public, educational, and government channels
- 122.10 Customer service penalties; Appeal
- 122.11 Permit for public rights-of-way; Appeal
- 122.12 Environmental review
- 122.13 Authority to examine business records

GENERAL PROVISIONS

§ 122.01 PURPOSE AND AUTHORITY.

The purpose of this chapter is to implement the Digital Infrastructure and Video Competition Act of 2006, (“DIVCA”) set forth at California Public Utilities Code (“PUC”) section 5800 et seq. that became effective January 1, 2007. Consistent with DIVCA, and the implementing rules issued by the California Public Utilities Commission (“CPUC”) dated March 1, 2007, the City of Riverbank retains local city authority and implements that authority pursuant to DIVCA by implementation of this chapter. This chapter shall be applied to and interpreted consistently with any amendments to, or recodifications of DIVCA that may be made from time to time.

§ 122.02 DEFINITIONS.

VIDEO SERVICE, **VIDEO FRANCHISE**, and **HOLDER** shall have the same meaning as those terms as defined in the public utilities code section 5830.

GROSS REVENUE has the meaning set forth in California Public Utilities Code section 5860(d).

Terms not defined here shall have the same meaning as established in (in order of priority); (1) the California Public Utilities Code; (2) commission rules implementing the California Public Utilities Code; and (3) Title 47 United States Code Title VI.

FRANCHISE PROVISIONS

§ 122.06 STATE VIDEO FRANCHISE APPLICATIONS.

(A) *Copy of application to city.* An applicant for a state video franchise within the boundaries of the city must concurrently provide a complete copy of any application or amendments to an application to the city clerk that is filed with the California Public Utilities Commission (PUC § 5840 (e)(1)(D)).

(B) *City Manager comments.* Within 30-days of receipt, the city manager will provide any appropriate comments to the California Public Utilities Commission regarding an application or an amendment to an application for a state video franchise.

(C) *Notification of video service.* Prior to offering video service in the City of Riverbank, the state video franchise holder shall notify the city clerk at least 10 days, but no more than 60 days, before the video service provider begins to offer service. (PUC § 5840 (n))

§ 122.07 STATE VIDEO FRANCHISE HOLDER FRANCHISE FEE.

Any state video franchise holder operating within the city shall remit a franchise fee to the city in the amount equal to five percent (5%) of the gross revenues of the state video franchise holder derived from the operation of its franchise within the city in compliance with PUC Sections 5840(q) and 5860.

(A) A State video franchise holder shall pay the franchise fee to the City quarterly, within 45-days after the end of each calendar quarter.

(B) Each payment shall be accompanied by a summary explaining the basis for the calculation of the fee.

(C) Pursuant to PUC Section 5860(h) if the franchise holder does not pay the franchise fee when due, the franchise holder shall pay a late payment charge at a rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%).

§ 122.08 PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) FEE.

Any state video franchise holder operating within the city shall remit to the city a Public, Educational, and Government (“PEG”) fee in the amount equal to one percent (1%) of the gross revenue of the state video franchise holder derived from the operation of its franchise within the city to support public, educational, and governmental channel facilities in compliance with PUC section 5870(n).

(A) A state video franchise holder shall pay the franchise fee to the City quarterly, within 45-days after the end of each calendar quarter.

(B) All revenue collected pursuant to this fee shall be deposited in a separate fund and shall only be expended for the purpose of supporting PEG channel facilities.

(C) *Automatic Reauthorization.* Notwithstanding PUC section 5870, upon the expiration of any state video franchise, without any action of the city council, this code section shall be deemed to have been automatically reauthorized upon the renewal of a state video franchise by the CPUC to a state video franchise holder operating within the city, unless the holder has given the city manager and city clerk written notice sixty (60) days prior to the expiration of its state video franchise that this section will expire pursuant to the terms of subdivision (n) of the PUC section 5870, or until such time that the city council takes formal affirmative action to cease the reauthorization.

§ 122.09 PUBLIC, EDUCATIONAL, AND GOVERNMENT CHANNELS.

(A) *PEG Channel Capacity.* A State video franchise holder that uses the public rights-of-way shall designate sufficient capacity on its network to enable the carriage of a least two (2) PEG access channels.

(1) PEG access channels shall be for the exclusive use of the City of its designees to provide public, educational, or governmental programming.

(2) Advertising, underwriting, or sponsorship recognition may be carried on the PEG access channels for the purpose of funding PEG-related activities.

(3) The PEG access channels shall be carried on the basic service tier; provided, however, that if the technology used eliminates the basic service tier, then all PEG access channels shall be placed on the cable system in a manner equivalent to local over-the-air broadcast stations.

(4) To the extent feasible, the PEG access channels shall not be separated numerically from other channels carried on the basic service tier, and the channel numbers for the PEG access channels shall be the same channel numbers used by the incumbent cable operator unless prohibited by Federal Law.

(5) After the initial designation of PEG access channel numbers, the channel numbers shall not be changed without the prior written consent of the City, unless the change is required by Federal Law.

(6) Each PEG access channel shall be capable of carrying a National Television System Committee television signal.

(B) *Emergency Alert System and Emergency Overrides.* A State video franchise holder must comply with the Emergency Alert System requirements of the Federal Communications Commission in order that the emergency messages may be distributed over the holder's network. Provisions in the city-issued franchise authorizing the city to provide local emergency notifications shall remain in effect, and shall apply to all state video franchise holders in the City for the duration of the city-issued franchise, or until the term of the franchise would have expired had it not been terminated pursuant to subdivision (m) of section 5840 of the California Public Utilities Code, or until January 1, 2009, whichever is later.

§ 122.10 CUSTOMER SERVICE PENALTIES.

(A) Any state video franchise holder shall comply with the customer service provisions set forth in PUC section 5900.

(B) The city shall monitor the compliance of state video franchise holders with respect to state and federal customer service and protection standards. The city manager will provide the state video franchise holder written notice of any material breaches of applicable customer service standards, and will allow the state video franchise holder thirty (30) days from the receipt of the notice to remedy the specified material breach.

(C) The city shall impose the following penalties against a state video franchise holder for any material breach of the customer service provisions not remedied within the 30-day time period as set forth in PUC section 5900:

(1) For the first occurrence of a material breach, a fine of five hundred dollars (\$500) shall be imposed for each day of each material breach, not to exceed one thousand five hundred dollars (\$1,500) for each occurrence of the material breach.

(2) For a second occurrence of a material breach of the same nature as the first material breach that occurs within twelve (12) months, a fine of one thousand dollars (\$1,000) shall be imposed for each day of each material breach, not to exceed three thousand dollars (\$3,000) for each occurrence of the material breach.

(3) For a third or further occurrence of a material breach of the same nature as the previous material breaches that occurs within twelve (12) months, a fine of two thousand five hundred (\$2,500) shall be imposed for each day of each material breach, not to exceed seven thousand five hundred dollars (\$7,500) for each occurrences of the material breach.

(D) A material breach for the purposes of assessing penalties shall be deemed to have occurred for each day within the jurisdiction of the city, following the expiration of the period specified in subsection C of this section, that any material breach has not been remedied by the state video franchise holder, irrespective of the number of customers affected. No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the state video franchise holder.

(E) Pursuant to PUC section 5900, any penalty remitted to the city by a state video franchise holder for a material breach of the customer service provisions set forth in PUC section 5900 shall be split in half, and the city shall submit one-half of the penalty amount to the Digital Divide Account established by PUC Section 280.5.

(F) *Appeal.* A state video franchise holder may appeal a penalty assessed by the city manager to the city council within sixty (60) days of the initial assessment by sending a letter of request for an appeal hearing, along with payment of the fee, to the city clerk. The matter for a hearing shall be set with the city council to receive all evidence and relevant testimony. The

Council may uphold, modify, or vacate the penalty or decision. The city council's decision on the imposition of a penalty or decision is final.

§ 122.11 PERMIT FOR PUBLIC RIGHTS-OF-WAY.

(A) *Encroachment Permit.* To the extent allowed by law, any state video franchise holder shall apply for an encroachment permit to install, construct or maintain a network pursuant to the Riverbank Municipal Code. In addition to Riverbank Municipal Code procedures, the following shall apply to any state video franchise holder applying for an encroachment permit:

(1) Any encroachment permit application submitted by any state video franchise holder shall be approved or denied within sixty days of receipt of a completed application. An application for an encroachment permit is complete when the state video franchise holder has complied with all statutory requirements, including CEQA, pursuant to Public Resource Code section 21000 et. seq.

(2) The sixty-day time period for approval or denial of an encroachment permit application may be extended if mutually agreed to in a written agreement between the state video franchise holder and the city.

(3) Any denial of an encroachment permit application submitted to any state video franchise holder by the city shall be written and shall include a detailed explanation of the reason for the denial.

(4) *Appeal.* Any state video franchise holder may appeal a denial of an encroachment permit application or a condition placed on an approved encroachment permit to the city council by submitting a written appeal within fifteen days of the date the application was denied or condition imposed. The city clerk shall thereafter give written notice to the holder of a hearing to be held within thirty days of receipt of the appeal. The decision of the city council on the appeal shall be final.

(B) *Other Permits.* A state video franchise holder shall apply for any other permits required by the Riverbank Municipal Code to the extent allowed by law.

§ 122.12 ENVIRONMENTAL REVIEW.

The city shall serve as the lead agency for any environmental review under DIVCA. The city may impose conditions to mitigate environmental impacts of any state video franchise holder's use of the public rights-of-way that may be required pursuant to the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq. ("CEQA").

§ 122.13 AUTHORITY TO EXAMINE BUSINESS RECORDS.

(A) The City may examine once per year the business records of the state video franchise holder relating to gross revenues in a manner consistent with PUC section 5860(i).

(B) All state video franchise holders shall keep and maintain all business records reflecting any gross revenues, regardless of change in ownership, for at least four years after those gross revenues are recognized by the holder on its books and records pursuant to CPUC section 5860.

SECTION 2: *Reauthorization.* The City of Riverbank City Council does hereby reauthorize the PEG fee imposed by section 122.08 of Chapter 122 of the Riverbank Municipal Code by adoption of this ordinance as required by PUC Section 5870(n). All state video franchise holders operating within the City of Riverbank shall continue to be subject to the PEG fee required by Section 122.08.

SECTION 3: *Automatic reauthorization.* PEG fees shall automatically be reauthorized pursuant to Section 122.08(C).

SECTION 4: *Severability.* If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption (), provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on March 13, 2018. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the 27th day of March, 2018; motioned by Councilmember _____, seconded by Councilmember _____, moved said ordinance by a City Council roll call vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney