



**CITY OF RIVERBANK
REGULAR CITY COUNCIL AND
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, MAY 14, 2019– 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 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

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

CONFLICT OF INTEREST

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

Item 1.1: Proclamation – National Bike Month May 2019.

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 19, 2019, Special City Council Minutes.

Item 3.B-1: Approval of the March 26, 2019, City Council and Local Redevelopment Authority Minutes.

Item 3.B-2: Approval of the April 9, 2019, Special City Council Minutes.

Item 3.C: Out of State Travel Request for Mayor Richard D. O'Brien to Attend the U.S. Conference of Mayors 2019 Annual Meeting in Honolulu, HI.

Item 3.D: Acceptance of the Wastewater Treatment Plant Pond 9 Levee Project and Authorization to File a Notice of Completion.

Item 3.E: A **Resolution** to **Conditionally** Award Bid for Riverbank Industrial Complex Dock Leveler Project to Riverbank Construction, Inc. and Authorize the City Manager to Execute Future Change.

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

4. UNFINISHED BUSINESS

Item 4.1: A **Resolution Authorizing the City of Riverbank to Join the Stanislaus Urban County for the Purpose of Receiving Entitlement Funding from the Department of Housing and Urban Development (HUD) and to Authorize the City Manager to Execute the Agreement and Any Related Documents** – It is recommended Council consider the attached proposed resolution which approves the City of Riverbank's participation in the Stanislaus County Urban County, from July 1, 2020 to June 30, 2023 for purpose of receiving entitlement funding from the Department of Housing and Urban Development, and to authorize the City Manager to execute necessary documents associated with this approval.

5. PUBLIC HEARINGS

The public notice for Item 5.1 was published in the Riverbank News on 4/24/2019. The notice to property owners within 300 ft. of the project was sent on 04/24/2019.

Item 5.1: **First Reading and Introduction by Title Only of a Proposed Ordinance Approving a Development Agreement By and Between the City of Riverbank and E & J Distributors LLC, a California Limited Liability Corporation Doing Business as Canna+Rise** – It is recommended that Council approve the first reading and introduction by title only of the proposed Ordinance, which will initiate its second reading for consideration of its adoption at the May 28th regular City Council meeting.

6. NEW BUSINESS

Item 6.1: **Consideration of a Resolution Approving the Waiver of System Development Fees for the St. Francis of Rome Office Building Project Located At 2818 Topeka Street** – It is recommended that the City Council listen to the presentation and consider the petition from St. Frances of Rome Church to waive payment of their System Development Fees which will be assessed on the construction of a single-story office building.

Item 6.2: **2018 General Plan and Housing Element Annual Progress Reports. A Resolution Adopting the 2018 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** – Staff recommends approval of the City's 2018 General Plan and Housing Element Annual Progress Reports and to authorize Staff to submit said reports to the California Office of Planning and Research and California Department of Housing and Community Development.

7. COMMENTS/REPORTS

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

Item 7.1: Staff

Item 7.2: Council/Authority Member

Item 7.3: Mayor/Chair

8. CLOSED SESSION

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

Item 8.2: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session on Item 8.1: **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – Aemetis, Inc.

Item 9.2: Report from Closed Session on Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** (2) potential cases

ADJOURNMENT (The next regular City Council meeting – Tuesday, May28th @ 6:pm)

UPCOMING EVENTS:

May 27 (Monday)	• <u>Memorial Day – Salute to Our Heroes:</u> 11:30 a.m. at the Veterans Memorial Wall, 3600 Santa Fe Street, Riverbank. For information contact the Administration Dept. at (209) 863-7122.
May 27 (Monday)	• <u>Memorial Day Holiday</u> – In honor of this day, City Offices are closed.
2019 Canceled Regular City Council Meetings	• <u>City Council voted to cancel the following regular meetings:</u> - o July 9, 2019, August 13, 2019, November 26, 2019, and December 24, 2019.

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 California Ralph M. Brown Act.

Posted this 10th day of May, 2019

/s/ Annabelle H. Aguilar, CMC, City Clerk / L R A 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 of (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.

Meeting Schedule	<u>Regular City Council Meetings:</u> 6:00 p.m. on the 2nd and 4th Tuesday of every month, unless otherwise noticed. <u>Local Redevelopment Authority Board:</u> (The City Council also serves as the LRA Board.) Meets on an "as needed" basis. The City Council also serves as the LRA Board.
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/LRA Board, for which special notice has been given. During a specified portion of the hearing, any interested party is invited to present written or oral protests or support for the subject matter under consideration. Written testimony sent or delivered to the City Clerk must be received no later than 5:00 p.m. on the day of the meeting to allow for distribution to the City Council/LRA Board. Preparations for the meeting are conducted between 5:00 p.m. and 6:00 p.m. and therefore the City Clerk is not available during this time.
Written Public Comments	Anyone wishing to provide written public comments may do so <u>prior to 5:00 p.m. of the day of the meeting</u> to allow for distribution to the City Council. Comments must specify what agenda item they are referring to. Comments will become part of the record, however, they will not be read aloud at the meeting.
Televised / Video of Meetings	• Charter – Channel 2 • AT&T Uverse – Channel 99 • www.riverbank.org – video icon – under Agendas and Minutes link
City Hall Hours	City Hall is open Monday – Thursday; 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays
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:	May 14, 2019
Subject:	Proclamation – National Bike Month May 2019
From:	Sean Scully, City Manager
Submitted by:	Cheryl Stefani, Human Resources Analyst

RECOMMENDATION

It is recommended that the City Council read the Proclamation for National Bike Month May 2019 and present to Chris Jasper with StanCOG, on behalf of Dibs.

SUMMARY

The month of May has been designated as National Bike Month by National, State, and local governments. Bicycling provides numerous benefits to communities and its residents. Bicycling is a healthy form of exercise, can be easily incorporated into a daily schedule, and serves as an example of a healthy lifestyle for children to emulate. Businesses in communities are increasingly becoming more aware of the benefits of encouraging employees to be more health conscious and are supporting the idea of commuting to work by providing bicycle parking. In addition to the physical advantages that bicycling provides for residents, the use of bicycles rather than vehicles helps reduce air emissions and improves air quality in the environment. Bicycling helps to combat traffic congestion by lessening the amount of cars on the road, decreases the deterioration of streets and road surfaces, and reduces overall noise. The City of Riverbank recognizes and supports National Bike Month May 2019, as well as Bike to Work Week, the week of May 13 – 19, 2019.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation



CITY OF RIVERBANK

PROCLAMATION

NATIONAL BIKE MONTH MAY 2019

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, the month of May has been designated as National Bike Month by National, State, and local governments, in order to promote greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries, and fatalities; and

WHEREAS, today, millions of Americans engage in bicycling as an environmentally sound form of transportation, and excellent form of fitness, and proves quality family recreation; and

WHEREAS, the City of Riverbank encourages the increased use of the bicycle, benefiting all citizens by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering exercise; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users.

NOW, THEREFORE, LET IT BE RESOLVED the City Council of the City of Riverbank does hereby recognize the month of May 2019 as National Bike Month; and the week of May 13 - 19, 2019 as Bike to Work Week; and urges all road users to share the road safely with bicyclists.

May 14, 2019

Richard D. O'Brien
Mayor

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	May 14 , 2019
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/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

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

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	May 14, 2019
Subject:	Approval of the March 19, 2019 Special City Council Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council approve the City Council Meeting Minutes as presented.

SUMMARY

The Draft Minutes of the March 19, 2019, special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. March 19, 2019, special City Council Minutes



**CITY OF RIVERBANK
SPECIAL CITY COUNCIL
MEETING
MINUTES OF
TUESDAY, MARCH 19, 2019**

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 of the City of Riverbank met at 6:00 p.m. on this date at the Riverbank City Council Chamber, 6707 Third Street, Suite B, Riverbank, California, with Mayor Richard D. O'Brien presiding.

CALL TO ORDER

Mayor Richard D. O'Brien

FLAG SALUTE

Mayor Richard D. O'Brien

The invocation was conducted by Reverend Charles Neal.

ROLL CALL

Present:

Mayor Richard D. O'Brien
Vice Mayor Darlene Barber-Martinez (CM-D4)
Councilmember District 1 Luis Uribe
Councilmember District 2 Cindy Fosi
Councilmember District 3 Cal Campbell

Mayor O'Brien announced how the public hearings would be conducted; allowing three (3) minutes for public comments.

CONFLICT OF INTEREST

Any Council 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. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are limited to a **maximum of 3 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person.

No one spoke.

2. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Council Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 2.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to approve Consent Calendar Item 2.A as presented; Motion carried by unanimous City Council roll call vote.*

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

NAYS: None / ABSENT: None / ABSTAINED: None

3. PUBLIC HEARING

The public notices for Items 3.1 and 3.2 were published in the Riverbank News on 3/6/2019. The public notices were also mailed to property owners within 300 feet of the property, according to the most recent assessor's roll, on 03/07/2019.

Item 3.1: Crossroads West Specific Plan (CWSP) Consideration of:

Mayor O'Brien read the titles of each Resolution and Ordinance, and announced that the presentation of all items would first be conducted, and thereafter City Council would return to each item to open the public hearing for consideration of each item individually.

Consultant Planner John Anderson of J.B. Land Use Planning, Ripon, CA, announced that [hard copies of] the Draft Environmental Impact Report, the Final Environmental Report, and the Specific Plan were on the table and available for public review. Present were Consultant Team Members Elise Carrol, De Novo Planning; Ken Anderson, KD Anderson Traffic Consultants; and Bill Kull, Consultant City Engineer, all of whom assisted in the preparation of the Project documents, along with several City staff members. Introduced into the record were written comments received, after the Planning Commission's February 13th meeting, from the Representatives of Stanislaus Consolidated Fire Protect District (SCFPD) dated February 15th, and another letter from them dated March 19th, which would be addressed by Deputy City Attorney Robin Baral [sitting in for City Attorney Tom Hallinan], including his response letter of March 19th to their concerns, and another letter from SCFPD dated March 19th. And, as of 5:00 p.m. on this day, a letter was received from the California Rural Legal Assistance League dated March 19th signed by Marisol Aguilar.

Mr. Anderson proceeded to present the reports on the proposed Resolutions and Ordinance. Principle Property Owners/Developers present were members of the Machado Family, Browman Development Group, and the Harrigfeld family.

Deputy Attorney Robin Baral spoke in regards to the back and forth correspondence with the SCFPD and their concerns with General Plan Policies. He recommended that the Specific Plan

include some additional detail making it clear that the minimum size for the fire station acreage would be 1.25 acres.

Mr. Anderson spoke in regards to the back and forth correspondence with the California Rural Legal Assistance League who were involved with the City's Housing Element update in 2015. He disagreed with their assertions made in the March 19th letter and clarified that the Specific Plan does not change the certified Housing Element; the Programs and Policies are consistent with the General Plan, which continues to provide opportunities for affordable housing projects.

Mr. Anderson noted that a change to Figure 12, an Exhibit that talks about a bicycle trail that is adjacent to MID lateral and MID lateral 6, which shows a 5 foot landscape area, a 10 foot bike path, and a 5 foot landscape area. The illustration indicates it is 18 feet; it is actually 20 feet. This will need be changed in the final document to reflect the 20 feet that was agreed upon.

Also present for questions were the applicant's representative Mr. Dave Ramono, and Mr. Sean Tobin with Mid-Valley Engineering.

- 1) Resolution [No. 2019-013] Certifying an Environmental Impact Report (State Clearinghouse #2017032062) Adopting the California Environmental Quality Act (CEQA) Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Crossroads West Specific Plan, General Plan Amendment, and Annexation – Staff recommends approval of the Resolution.**

There were no comments or clarification requests made by the City Council.

Mayor O'Brien opened the public hearing at 6:54 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Fosi / Barber-Martinez / passed 5-0) to adopt Resolution No. 2019-013 Certifying an Environmental Impact Report (State Clearinghouse #2017032062) Adopting the California Environmental Quality Act (CEQA) Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Crossroads West Specific Plan, General Plan Amendment, and Annexation as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

- 2) Resolution [No. 2019-014] Approving General Plan Amendments for the Crossroads West Specific Plan – Staff recommends approval of the Resolution.**

There were no comments or clarification requests made by the City Council.

Mayor O'Brien opened the public hearing at 6:55 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Campbell / Uribe / passed 5-0) to adopt Resolution No. 2019-014 Approving General Plan Amendments for the Crossroads West Specific Plan as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

3) Resolution [No. 2019-015] Approving the Crossroads West Specific Plan
– Staff recommends approval of the Resolution.

There were no comments or clarification requests made by the City Council.

Mayor O'Brien opened the public hearing at 6:56 p.m.

- *Mr. Charles Neal, Riverbank, commented on the fire station of the Crossroads Specific Plan.*
- *Mr. Dave Ramono, Project Development Team Representative, spoke in favor of moving forward with the Project.*
- *Ms. Linda Silva, Modesto farm land owner, commented on the timing of installing the gate at Coffee Road, the right-to-farm, and the use and improvement of Morrill Road.*

Mayor O'Brien closed the public hearing at 7:02 p.m.

Mayor O'Brien responded, in regards to Mr. Neal's comments, that former Fire Chief Mayotte had terminated the need for a fire station as part of the existing Crossroads [east Development] and funds collected are with the SCFPD, which were not returned to the Developers. In regards to Ms. Silva's comments, consideration will be given to the timing of the gate, the City of Riverbank will continue to support the right-to-farm; and the City will be working closely with the City of Modesto and the County on the portions of [this] project requiring partnerships.

ACTION: *By motion moved and seconded (Barber-Martinez / Fosi / passed 5-0) to adopt Resolution No. 2019-015 Approving the Crossroads West Specific Plan with an amendment stating that there will be a minimum of 1.25 acres for a fire station, and that this finding is in compliance with General Plan Policies, Public 7.1 through 7.5.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

4) First Reading by Title Only and Introduction of Ordinance [No. 2019-003] to Approve Pre-Zoning of the Crossroads West Specific Plan (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-006-013, 074-011-009, 074-014-006, 074-014-007, and 074-011-004) – Staff recommends

approval of the first reading of the Ordinance to conduct its second reading at the regular City Council meeting on March 26th to consider its adoption

There were no comments or clarification requests made by the City Council.

Mayor O'Brien opened the public hearing at 7:06 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Uribe / Campbell / passed 5-0) to adopt Ordinance No. 2019-003 to approve the first reading and introduction of the Ordinance and to conduct its second reading at the regular City Council meeting on March 26th for consideration of its adoption as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

- 5) Resolution [No. 2019-016] Adopting a Resolution of Application to Request that Stanislaus LAFCo Initiate Proceedings Authorizing Annexation of the Crossroads West Specific Plan Area into the City of Riverbank – Staff recommends approval of the Resolution.**

There were no comments or clarification requests made by the City Council.

Mayor O'Brien opened the public hearing at 7:06 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Fosi / passed 5-0) to adopt Resolution No. 2019-016 for approval of submitting an Application to Request that Stanislaus LAFCO Initiate Proceedings Authorizing Annexation of the Crossroads West Specific Plan Area into the City of Riverbank as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 3.2: Crossroads West Specific Plan (CWSP) – Mixed Use 1 Project – Consideration of:

Planning and Building Manager Donna Kenney presented the reports for Items 2 and 3.

Deputy City Attorney Robin Baral presented the reports for Items 1 and 4. City Manager Sean Scully stated that there is a provision in the Development Agreement to allow the City to update its System Development Fee Program within two years after its approval.

- 1) First Reading by Title Only and Introduction of Ordinance [No. 2019-004] Approving a Development Agreement by and Between the City of Riverbank and Western Pacific Holdings, Inc. – Staff recommended**

approval of the first reading of the ordinance for approval of a Development Agreement between the City of Riverbank and Western Pacific Holdings (WPH), and to conduct the second reading at the regular City Council meeting on March 26th to consider its adoption.

Councilmember Fosi inquired about the City's approval or disapproval of the type of businesses permitted; discussion ensued.

Mayor O'Brien opened the public hearing at 7:24 p.m.

- Mr. Darrel Browman spoke in regards to the success of Crossroads [east] and will strive for the same success for Crossroads West.*

Mayor O'Brien closed the public hearing at 7:26 p.m.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe / passed 5-0) to adopt Ordinance No. 004 to approve the first reading of the ordinance, and to conduct the second reading at the regular City Council meeting on March 26th for consideration of its adoption as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

- 2) Resolution [No. 2019-017] Approving a Preliminary Development Plan by Western Pacific Holdings, Inc. for the Crossroads West Specific Plan –**
Staff recommended adoption of the Resolution.

There were no comments or clarification requests made by the City Council.

Mayor O'Brien opened the public hearing at 7:28 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Campbell / Fosi / passed 5-0) to adopt Resolution No. 2019-017 approving a Preliminary Development Plan by Western Pacific Holdings, Inc. for the Crossroads West Specific Plan as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

- 3) Resolution [No. 2019-018] Approving a Tentative Parcel Map by Western Pacific Holdings, Inc. for the Crossroads West Specific Plan –** Staff recommended adoption of the Resolution.

There were no comments or clarification requests made by the City Council.

Mayor O'Brien opened the public hearing at 7:29 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Uribe / Campbell / passed 5-0) to adopt Resolution No. 2019-018 as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

- 4) Resolution [No. 2019-019] Approving a Sales Tax Sharing Agreement by and between the City of Riverbank and Western Pacific Holdings, Inc. for the Mu-1 Project in the Crossroads West Specific Plan – Staff recommended adoption of the Resolution.**

City Manager Sean Scully commented on the achievement of the agreement between the City and the Developers. Mayor O'Brien commented in regards to the investment of the project.

Mayor O'Brien opened the public hearing at 7:31 p.m.; no one spoke, the hearing was closed.

ACTION: *By motion moved and seconded (Barber-Martinez / Fosi / passed 5-0) to adopt Resolution No. 2019-019 approving a Sales Tax Sharing Agreement by and between the City of Riverbank and Western Pacific Holdings, Inc. for the MU-1 Project in the Crossroads West Specific Plan as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

4.1 COMMENTS

City Council or Staff comments may be made at this time.

- *City Manager Scully thanked everyone involved to successfully get the project to this stage; it is a project that Riverbank will be proud of; looking forward to the next step with LAFCo.*
- *Councilmember Uribe, echoed City Manager Scully's comments and stated that it is nice to see a quality project.*
- *Councilmember Fosi stated that she is excited to see the Crossroads West build-out and hopes it is family-friendly.*
- *Councilmember Campbell commented on the professionalism of all the reports and is proud of City Staff.*
- *Vice Mayor Barber-Martinez thanked the Planning Commission for their contribution in getting the project to this stage, and invited everyone to the parks for softball games.*
- *Mayor O'Brien echoed City Manager Scully's comments, and stated that Riverbank is family-friendly, and the City is [continuously] thinking about affordable housing; investors are needed for these projects as well as transitional housing for the homeless.*

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the special meeting at 7:34 p.m.

ATTEST: (*Adopted 5/14/2019*)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

DRAFT

**RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.B-1**

SECTION 3: CONSENT CALENDAR

Meeting Date:	May 14, 2019
Subject:	Approval of the March 26, 2019 Regular 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 26, 2019, 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 26, 2019, regular 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)
6707 Third Street • Suite B • Riverbank • CA • 95367

***Teleconference Location Notice**

(Pursuant to GC § 54953(b))
Hotel Main Phone: (202) 737-1234 Meeting Phone: (209) 719-9256
Location Room: Grand Canyon
Hyatt Regency Washington on Capitol Hill Hotel
400 New Jersey Avenue, N.W. • Washington, DC 20001

MINUTES OF
TUESDAY, MARCH 26, 2019

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. (PST) on this date at the Riverbank City Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Vice Mayor/Chair Darlene Barber-Martinez presiding. Mayor/Chair Richard D. O'Brien teleconferenced in at 9:00 p.m. (EST) from the Grand Canyon Room of the Hyatt Regency Washington on Capitol Hill Hotel, 400 New Jersey Avenue, N.W., Washington, DC, 20001, and participated in the meeting.

FLAG SALUTE

Vice Mayor/Chair Darlene Barber-Martinez

INVOCATION

There was no invocation.

ROLL CALL

Present:

Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Darlene Barber-Martinez (CM-D4)
Council/Authority Member District 1 Luis Uribe
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 3 Cal Campbell

Vice Mayor/Chair Barber-Martinez asked Mayor O'Brien several questions to establish that the teleconference was being conducted in accordance with the Brown Act.

AGENDA CHANGES: Vice Mayor/Chair Barber-Martinez – *There were no changes.*

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

Item 1.1: Proclamation – National Library Week, April 7 – 13, 2019

Vice Mayor Barber-Martinez presented the proclamation to Riverbank Library Manager Vicky Holt.

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.

Ramon Bermudez, Riverbank, commented on a parking ticket he received.

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 26, 2019, City Council and Local Redevelopment Authority Minutes.

Item 3.C: A **Resolution [No. 2019-020]** to Approve the Cancellation of the Regular City Council Meeting Scheduled on April 9, 2019.

Item 3.D: A **Resolution [No. 2019-021]** Approving the Transportation Development Act Local Transportation Fund (LTF) Non-Transit Claim for Fiscal Year 2018/2019 Other Purposes and Amending the Budget for the City of Riverbank to Conform to Said Claim.

Item 3.E: A **Resolution [No. 2019-022]** Adopting the Pay Schedule (Compensation Plan) for Part-Time Classifications to be Retroactively Effective on January 1, 2019.

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

ACTION: *By motion moved and seconded (Uribe / Fosi / passed 5-0) to approve Consent Calendar Items 3.A through 3.E as presented. Motion carried by unanimous City Council and LRA Board roll call vote.*

AYES: *Campbell, Fosi, Uribe, Barber-Martinez, and Mayor/Chair O'Brien*

NAYS: *None / ABSENT: None / ABSTAINED: None*

4. UNFINISHED BUSINESS

Item 4.1: **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2019-003 to Approve Pre-Zoning of the Crossroads West Specific Plan (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-006-013, 074-011-009, 074-014-006, 074-014-007, and 074-011-004) – It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-003 and consider its adoption by roll call vote.**

City Attorney Tom Hallinan reported that the City received a letter from the law firm of Best, Best, and Krieger representing the Stanislaus County Fire Protection District, requesting that this matter be continued. Since the City had already conducted the public hearing on this matter, and this letter would not be part of the record for any legal challenge, he did not see any reason to continue the matter. The letter would be accepted for the minutes and the City will continue to meet with the District to try to resolve any concerns.

Public comment: Mrs. Evelyn Halbert, Riverbank, stated [she believed] there are several unresolved issues with the project.

ACTION: *By motion moved and seconded (Campbell / Uribe / passed 5-0) to approve Pre-Zoning of the Crossroads West Specific Plan (APNs: 074-006-022, 074-006-021, 074-006-016, 074-006-014, 074-006-013, 074-011-009, 074-014-006, 074-014-007, and 074-011-004) by adoption of Ordinance No.2019-003 as presented.
Motion carried by unanimous City Council roll call vote.
AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 4.2: **Second Reading by Title Only and Adoption of Proposed Ordinance No. 2019-004 Approving a Development Agreement by and Between the City of Riverbank and Western Pacific Holdings, Inc. - It is recommended that the City Council conduct the second reading by title only of proposed Ordinance No. 2019-004 and consider its adoption by roll call vote.**

City Manager Sean Scully reported that the same comments previously made by City Attorney Hallinan applied to this Item.

ACTION: *By motion moved and seconded (Uribe / Campbell / passed 5-0) to approve a Development Agreement by and Between the City of Riverbank and Western Pacific Holdings, Inc. by adoption of Ordinance No. 2019-004 as presented.
Motion carried by unanimous City Council roll call vote.
AYES: Campbell, Fosi, Uribe, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

5. PUBLIC HEARINGS There were no items to consider.

6. NEW BUSINESS

Item 6.1: **A Resolution [No. 2019-023] Approving the Exception of Riverbank Municipal Code Section 94.06 of Chapter 94: Park Regulations that Prohibits Alcohol in City Parks to Allow for the Sale of Alcohol During the City's 2019 Riverbank Summer Concert Series Event at Jacob Myers Park –** It is recommended that the City Council consider approval of an exception to Municipal Code 94.06 for the Summer Concert Series on the following Fridays in June: June 7th, 14th, 21st, and 28th from 5:00 PM to 9:00 PM at Jacob Myers Park.

Recreation Supervisor Julia Petit presented the staff report.

City Council provided suggestions to advertise for the Hispanic community.

Public Comment: Mr. Ramon Bermudez was not in favor of alcohol in the park. Ms. Rosa Parks, Washington DC location, spoke in favor of the project.

ACTION: *By motion moved and seconded (Fosi / Uribe / passed 5-0) to adopt Resolution No. 2019-023 to approve the Exception of Riverbank Municipal Code Section 94.06 of Chapter 94: Park Regulations that Prohibits Alcohol in City Parks to Allow for the Sale of Alcohol During the City's 2019 Riverbank Summer Concert Series Event at Jacob Myers Park on June 7th, 14th, 21st, and 28th from 5:00 PM to 9:00 PM as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

Item 6.2: **A Resolution [No. 2019-024] to Authorize and Create a Security and Traffic Camera Pilot Program and Direct the City Manager to Enter into Necessary Agreements with QPCS for Camera Leases and to Appropriate Funds from the Public Benefit Fund to Pay for Said Leases –** It is recommended that the City Council consider the attached resolution establishing a Security and Traffic Camera Pilot Program, authorizing the City Manager to enter into necessary contract for security cameras and associated services with QPCS and appropriating funds from the Public Benefit Fund for the pilot program.

Alternatively Council may provide alternate direction on security and camera programs.

City Manager Sean Scully presented the staff report.

QPCS Representatives Mario Campos and Sarah Sevier explained the cameras systems and responded to questions.

City Council and Staff discussed the item.

Public comments: Mr. John Dinan, Riverbank, spoke with concern to privacy, and urged the City Council to move slowly and to ensure the City has control and ownership. Mrs. Evelyn Halbert, Riverbank, spoke in regards to surveillance of residential property, privacy and funding costs. Ms. Diana Garcia, Riverbank Dispensary Owner, spoke in favor of the camera systems. Mr. Ramon Bermudez, Riverbank, spoke against the project.

City Council continued with additional comments and questions.

City Manager Scully clarified that further analysis and a policy will need to be developed to include among other things the handling of records use and retention.

ACTION: *By motion moved and seconded (Fosi / Campbell / passed 5-0) to adopt Resolution No. 2019-024 to Authorize and Create a Security and Traffic Camera Pilot Program and Direct the City Manager to Enter into Necessary Agreements with QPCS for Camera Leases and to Appropriate Funds from the Public Benefit Fund to Pay for Said Leases, and the selection of camera system Option 4: (The most expensive and comprehensive option) consisting of a 22 camera system (9 surveillance and 13 LPR) – monthly cost \$6235.71 (approximate yearly cost of \$74,828.52) and a onetime installation fee of \$8,137.81 as presented.*

Motion carried by unanimous City Council roll call vote.

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

NAYS: None / ABSENT: None / ABSTAINED: None

7 COMMENTS/REPORTS

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

Item 7.1: Staff

- *City Manager Sean Scully reported that the event by Opportunity Stanislaus at the Riverbank Industrial Complex was a success and thanked the City for use of the facility; and the City received complimentary notices of the City's staff from the Crossroads West Applicants.*

Item 7.2: Council/Authority Member

- *Council/Authority Member Uribe announced the Opioid Safety Awareness Summit on March 27th, attendance of the Revenue and Taxation Policy Committee in Costa Mesa on March 29th, and he will be planting four trees at Castleberg Park for the Love Riverbank event on April 13th.*
- *Council/Authority Member Campbell announced he would also be attending a League of California Cities Committee in Costa Mesa.*
- *Mayor/Chair O'Brien spoke in appreciation of City staff for the numerous City projects and the overachievements of these projects, considering the City is understaffed.*

Item 7.3: Mayor/Chair

Vice Mayor/Chair Barber-Martinez encouraged the public to visit the City's parks.

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.

Vice Mayor/Chair Barber-Martinez announced the Closed Session Item(s) and opened the Item(s) for public comment; no one spoke. The meetings were recessed and City Council went into Closed Session at 7:35 p.m. Mayor O'Brien departed from the meeting and did not participate in the Closed Session.

Item 8.1: **LIABILITY CLAIMS**

Pursuant to Government Code § 54956.95

Claimant: Mr. Melvin Lindsey

Agency claimed against: City of Riverbank

Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code
§ 54956.9: (1) potential case

9. REPORT FROM CLOSED SESSION

Vice Mayor/Chair Barber-Martinez reconvened the meetings at 8:15 p.m.

Item 9.1: Report from Closed Session on Item 8.1: **LIABILITY CLAIMS** - Mr. Melvin
Lindsay

Vice Mayor/Chair Barber-Martinez reported that the City Council voted 4-0 (O'Brien absent) in favor to reject the claim.

Item 9.2: Report from Closed Session on Item 8.2: **CONFERENCE WITH LEGAL
COUNSEL – ANTICIPATED LITIGATION:** (1) potential case

Vice Mayor/Chair Barber-Martinez reported that direction was provided to staff.

ADJOURNMENT

There being no further business, Vice Mayor/Chair Barber-Martinez adjourned the meetings at 8:16 p.m.

ATTEST: (*Adopted 5/14/2019*)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B-2

SECTION 3: CONSENT CALENDAR

Meeting Date:	May 14, 2019
Subject:	Approval of the April 9, 2019 Special City Council Minutes
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council approve the City Council Meeting Minutes as presented.

SUMMARY

The Draft Minutes of the April 9, 2019, special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

1. April 9, 2019, special City Council Minutes



**CITY OF RIVERBANK
SPECIAL CITY COUNCIL MEETING
(CLOSED SESSION)
MINUTES OF
TUESDAY, APRIL 09, 2019**

This meeting was not televised or video/audio recorded.

CALL TO ORDER

The City Council and Planning Commission of the City of Riverbank met at 6:00 p.m. on this date at the at the Riverbank City Council Chambers, 6707 Third Street, Suite B, Riverbank, California, with Mayor O'Brien presiding.

FLAG SALUTE

Mayor Richard D. O'Brien

ROLL CALL

Present:

Mayor Richard D. O'Brien
Vice Mayor Darlene Barber-Martinez (CM-D4)
Councilmember District 1 Luis Uribe
Councilmember District 2 Cindy Fosi
Councilmember District 3 Cal Campbell

CONFLICT OF INTEREST

Any Council 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.

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are 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.

No one spoke.

2. CLOSED SESSION

Mayor O'Brien announced the Closed Session Item(s) and opened the Item(s) for public comment; no one spoke. The meetings were recessed and City Council went into Closed Session at 6:01 p.m.

Present along with the City Council were City Manager Sean Scully, Assistant City Manager/Finance Director Marisela Garcia and Deputy Attorney Robin Baral teleconferenced in.

Item 2.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code
§ 54956.9: (2) potential cases

3. REPORT FROM CLOSED SESSION

Mayor O’Brien reconvened the meetings at 6:23 p.m.

Item 3.1: Report from Closed Session on Item 2.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** (2) potential cases

Mayor O’Brien reported that for each case, direction was provided to staff.

ADJOURNMENT

There being no further business, Mayor O’Brien adjourned the joint workshop at 6:24 p.m.

ATTEST: (*Adopted 5/14/2019*)

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O’Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	May 14, 2019
Subject:	Out of State Travel Request for Mayor Richard D. O'Brien to Attend the U.S. Conference of Mayors 2019 Annual Meeting in Honolulu, HI
From:	Sean Scully, City Manager
Submitted by:	Cheryl Stefani, Human Resources Analyst

RECOMMENDATION

It is recommended that the City Council consider the out-of-state travel request for Mayor Richard D. O'Brien to attend the U.S. Conference of Mayors 2019 Annual Meeting at the Hilton Hawaiian Village, Honolulu, Hawaii on June 27 – July 1, 2019.

SUMMARY

The U.S. Conference of Mayors (USCM) is a non-partisan organization of cities in which each city is represented by its Mayor. The annual meeting is held in the month of June in a different U.S. city and this year the host is Honolulu, Hawaii Mayor Kirk Caldwell with Columbia, South Carolina Mayor Steve Benjamin presiding. Conference members have the opportunity to speak on organizational policies and Mayors contribute to the development of national urban policy by serving on one or more of the standing committees. The role of these committees is to recommend policies they feel should be adopted by the organization, discuss, and then vote on each policy resolution. The policy positions adopted at the annual meeting are then disclosed to the President of the United States and to Congress.

FINANCIAL IMPACT

The City of Riverbank allocates training and travel budgets each year associated with City Council conferences, trainings and city business trips. Over the past number of years the Mayor of Riverbank has attended one of the two yearly US conference of Mayors. The approximate costs associated with the U.S. Conference of Mayors 2019 Annual Meeting include air travel, hotel accommodations, and conference registration:

- § Airline ticket: None – the Mayor has offered to pay his own airfare.
- § Conference Registration Fee: \$950.00
- § Hotel Accommodations \$309.00 per night plus 14.96% tax (4 nights) = \$1,420.91

ATTACHMENT

None.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	May 14, 2019
Subject:	Acceptance of the Wastewater Treatment Plant Pond 9 Levee Project and Authorization to File a Notice of Completion
From:	Sean Scully, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the WWTP Pond 9 Levee Project and authorize staff to file a Notice of Completion.

SUMMARY:

Garrett Thompson Construction, Inc. has completed the construction of the WWTP Pond 9 Levee Project. William Kull, City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on October 23, 2018 to Garrett Thompson Construction, Inc. in the amount of \$406,300.00. Three contract change orders were issued for this project in the amount of \$5,233.10.

It is recommended that the Council accept the WWTP Pond 9 Levee Project as complete and authorize the Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

The total cost of construction is \$411,533.10.

ATTACHMENTS:

1. Notice of Completion
2. Site Map

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATE

CITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

2. The full name of the undersigned is City of Riverbank
(Print Full Name)

3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367
(Address, City, State, Zip)

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

☒ Owner in Fee, **or**

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

☐ Lessee, **or**

☐ Other

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

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

Co-owner's Name(s)

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

N/A

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

Co-owner's Name(s)

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

N/A

7. A work of improvement on the property described below was completed on May 14, 2019
(Date of Completion)

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

Cowdery's Form No. 34809 • NOTICE OF COMPLETION (Civil Code Section 3093) • (Revised 12.03) • © Cowdery's 2005



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

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

☐ The kind of work done or finished was construction of treatment pond levees, earthwork, soil compaction, base rock installation and monitoring well adjustment to new grade.
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

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

10. The street address of the said property is Waste Water Treatment Plant in Riverbank, CA 95367
(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 14th day of May, 2019
(Day) (Month) (Year)

City of Riverbank
Laura Graybill, Project Coordinator

(Owner's Signature)

(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California
on this 14th day of May, 2019
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Project Coordinator

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

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

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

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

WWTP Pond 9 Levee Project



1000 ft



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date: May 14, 2019

Subject: A **Resolution** to *Conditionally* Award Bid for Riverbank Industrial Complex Dock Leveler Project to Riverbank Construction, Inc. and Authorize the City Manager to Execute Future Change Orders

From: Sean Scully, City Manager

Submitted by: Melissa Holdaway, Administrative Analyst II
Laura Graybill, Project Coordinator

RECOMMENDATION

It is recommended that City Council approve two (2) actions by a roll call vote:

1. Approve the attached resolution which would conditionally award the bid to the lowest responsible bidder, Riverbank Construction, Inc. subject to the bidder complying with applicable HCD grant requirements; and
2. Authorize the City Manager to execute Change Orders within total project budget.

SUMMARY:

A bid opening was held on Tuesday, May 7, 2019, to consider the bids received for the Riverbank Industrial Complex Dock Leveler Project. The following bid was received:

Riverbank Construction, Inc.	Base Bid: \$85,374.00
	Option A: \$4,520.00

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary to remove, provide and installation of dock door, opener and staircase, retrofit dock floor, provide and install dock leveler, and installation of external safety lighting at the Riverbank Industrial Complex ("RIC") and all other work necessary for the above mentioned project.

Bids have been reviewed and Riverbank Construction, Inc. has been identified as the lowest responsible bidder for the project. The City received a base bid in the amount of

\$85,374.00 and Bid Alternate "A" - Change Location to Building 8, door 6 in the amount of \$4,520.00 we wish to award the Base Bid with Alternate "A" to Riverbank Construction, Inc. in the amount of \$89,894.00. The requested award is conditionally awarded, the contractor must meet conditions required by HCD (Housing and Community Development).

It is requested that the City Council provide the City Manager authorization to execute Change Orders if they are within total budget.

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 form the Economic Development "Over-the-counter" (OTC) allocation for fiscal year 2016 through the Community Development Block Grant in support of needed infrastructure improvements for Repsco, Inc. It was awarded in December 2016 and will expire October 2021. All awarded project funds will expire in October 2019. The scope of work has been phased for the electrical improvements.

FISCAL IMPACT

Costs to be covered by the Community Development Block Grant. There will be no financial impact to the General Fund for this project.

ATTACHMENT

- 1) Resolution
- 2) Site Map

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO CONDITIONALLY AWARD BID FOR THE RIVERBANK INDUSTRIAL COMPLEX DOCK LEVELER PROJECT TO RIVERBANK CONSTRUCTION, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE FUTURE CHANGE ORDERS

WHEREAS, on May 7, 2019 the City of Riverbank ("City") received a bid for the Riverbank Industrial Complex Dock Leveler Project (the "Project") from Riverbank Construction, Inc.; and

WHEREAS, in 2016 the City was awarded a grant by the California Department of Housing and Community Development (HCD) in support of Public Infrastructure for Repsco, Inc.; and

WHEREAS, one of the activities listed in the scope of work was for loading dock upgrades (ie: install roll up door, dock leveler, safety railing, and lights in Building 8); and

WHEREAS, the City of Riverbank advertised the bid twice and the lowest responsible bidder came in and will need to be approved by the Community Development Block Grant Representative as a sole source bid; and

WHEREAS, it is recommended that the City Council conditionally approve the bid while the Contractor meets conditions required by HCD; and

WHEREAS, the City received a base bid in the amount of \$85,374.00 and Bid Alternate "A" - Change Location to Building 8, door 6 in the amount of \$4,520.00; and

WHEREAS, it is in the best interest of the City to award the base bid with Alternate "A" to Riverbank Construction, Inc. in the amount of eighty nine thousand eight hundred four dollars (\$89,894.00); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby conditionally awards the bid for the Dock Leveler Project to Riverbank Construction, Inc., and authorizes the City Manager to execute future change orders.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th of May 2019; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

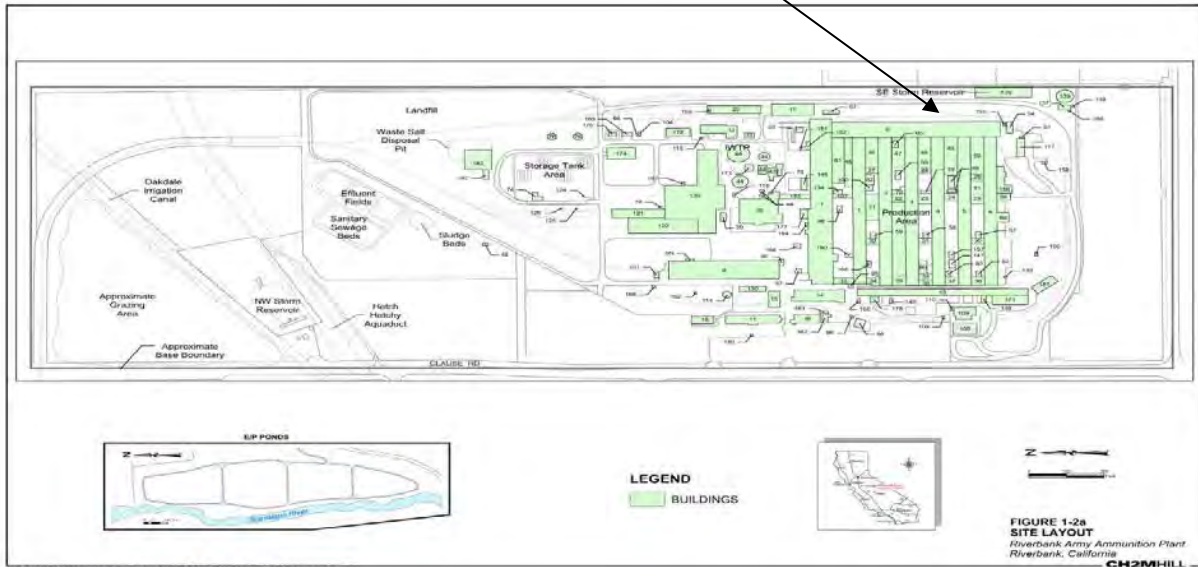
APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

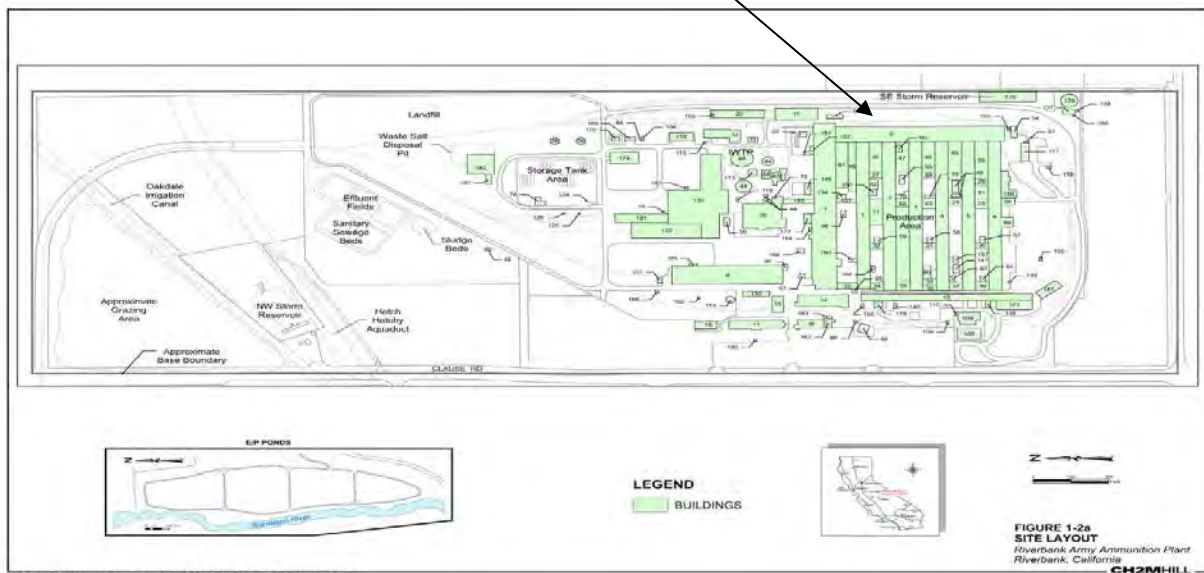
SITE MAP

Building 8, Dock 3



Bid Alternative A

Building 8, Door 6



RIVERBANK CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: May 14, 2019

Subject: A **Resolution** Authorizing the City of Riverbank to Join the Stanislaus Urban County for the Purpose of Receiving Entitlement Funding from the Department of Housing and Urban Development (HUD) and to Authorize the City Manager to Execute the Agreement and Any Related Documents

Submitted by: Sean Scully, City Manager

RECOMMENDATION

It is recommended Council consider the attached proposed resolution which approves the City of Riverbank's participation in the Stanislaus County Urban County, from July 1, 2020 to June 30, 2023 for purpose of receiving entitlement funding from the Department of Housing and Urban Development, and to authorize the City Manager to execute necessary documents associated with this approval.

SUMMARY

On a yearly basis Stanislaus County solicits the City of Riverbank's interest in joining the Stanislaus Urban County HUD Entitlement Funding group. The group is currently made up of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Stanislaus County. Traditionally the City of Riverbank has respectfully declined this invitation as the City has had its own internal active housing and grants program for many years. However, recent conditions and regulations have hampered the City's ability to have an active housing division as it once had. On April 23rd the City Council conducted a workshop to discuss the current state of the housing division as well as the benefits and drawbacks of entering into the urban county program (a copy of that presentation is attached for reference).

As was outlined in the workshop, there are a variety of advantages and disadvantages to joining the Urban County program. The primary reason for consideration (at a Council level) is related to the housing division's difficulty processing loans due to the HUD maximum purchase price limit of \$284,000 under the HOME program. Inability to process loans creates issues with acquiring future grants as well as the requirement that program income (funds received from loan repayment) be spent prior to new grants being awarded. While overall, the City has been successful winning CDBG grants, the past cycles have not resulted in successful grant applications.

Discussion on Major Advantage and Disadvantage:

Guaranteed Yearly Allocation: Inclusion in the Urban County would result in Riverbank becoming entitled to a specific amount of funding which is allocated based on criteria developed directly by HUD. Although no specific yearly allocation has been forecasted for Riverbank by HUD yet, Stanislaus County has advised that a good comparative example would be the City of Oakdale due to similarity in population. Based on this analysis staff estimates the yearly allocation to be approximately \$170,000 per year. These funds must be spent on **public infrastructure and public facilities only**. Community center upgrades, park improvements, ADA improvements, roadway safety upgrades are all examples of potential projects which could be funded by this revenue. Estimated revenues for the three year term of this agreement would be approximately \$510,000.

Inability to Apply for Yearly Grant Funding: The most significant draw back to joining the Urban County is that the City will not be able to apply for CDBG grant funding during the three year term. This does not preclude the City from applying for grants from other sources of funding (CA State - HOME, SB1 grants, Prop 68 etc). If the City elects to join the Urban County the funds would be limited to the amount allocated, therefore the City may need to bank funds for more than one year to accomplish larger scale more expensive projects.

General Benefits and Drawbacks:

Benefits to Joining Urban County:

- § Annual Guaranteed Allocation
- § For Infrastructure/Public Facility Improvements Only
 - § i.e. ADA Improvements, Community Center Phase II (kitchen)
- § Administration Funds included to reimburse for staff time
- § Can continue using program income for housing projects
- § Can apply for HOME Grant funds for Housing Programs

Drawbacks:

- § Can no longer apply for CDBG Funding from HCD
 - § Limit the number of projects the City can perform
- § May need several years to accumulate funds for larger projects
- § Inconsistent funding for Housing Programs (Homebuyers & Rehab)
- § Must continue to monitor old housing program loans with no admin funds from new grants to offset.

Since the City of Riverbank has had a long standing and successful housing program, the loan portfolios (\$3.95M CDBG and \$6.06M HOME) will continue to provide housing loan/rehab opportunities for residents in the future. However, the availability of those funds will be dependent on future payoffs of current loans. Because of the variability of those potential payoffs it is very difficult to forecast how much funding would be available

year to year. It is likely that overall less funding would be available for home/rehab loans depending on CDBG loan repayments.

Conclusion:

The key consideration of this opportunity centers on weighing the benefits of a yearly guaranteed allocation versus the potential of future CDBG grant awards. While the potential upside of large scale CDBG grant awards is considerable, there is no guarantee that the City would be successful in these highly competitive grant applications. A yearly allocation would allow for more strategic project planning but the projects would likely be slightly smaller in scale than a large scale CDBG grant award.

Due to the limited term of the agreement (3 years) the exposure to this decision is limited by that timeline. In other words, if Council chose to enter into the Urban County program staff could evaluate the actual benefits of the program and at the end of the agreement the City could choose to continue with the program or exit the program and return to the original configuration. If the City chooses to enter into the Urban County the City would still be responsible for long term monitoring of the portfolio (with limited administration funds).

STRATEGIC PLAN

This workshop directly relates to the goals of “ensure the City’s continued financial stability” and “enhance quality of life”.

ATTACHMENTS

1. Resolution
2. Letter of request from Stanislaus County RE Urban County
3. Draft Cooperative Agreement w/ Stanislaus County
4. Presentation from City Council workshop conducted

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE CITY OF RIVERBANK TO JOIN THE
STANISLAUS URBAN COUNTY FOR THE PURPOSE OF RECEIVING
ENTITLEMENT FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT (HUD) AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE
THE AGREEMENT AND ANY RELATED DOCUMENTS**

WHEREAS, the City of Riverbank received a letter and draft cooperative agreement hereto attached as **Exhibit A** from Stanislaus County requesting a decision on whether or not the City of Riverbank will join the Urban County; and

WHEREAS, joining the Urban County would be for the purpose of receiving entitlement funding from the Department of Housing and Urban Development Community Development Block Funds; and

WHEREAS, the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Stanislaus County are current participants of the Urban County Program; and

WHEREAS, the Riverbank City Council held a workshop on April 23, 2019, to examine and discuss the analysis of advantages and drawbacks of joining the Urban County Program; and

WHEREAS, the City of Riverbank acknowledges the advantages and restrictions of inclusion to the Urban County; and

WHEREAS, the term of participation is from June 1, 2020 to July 30, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby desires to join the Stanislaus Urban County for the period of June 1, 2020 through July 30, 2023, and authorizes the City Manager to execute the agreement and any related documents.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14th day of May, 2019; 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 – Letter and Agreement

PROPOSED



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Planning Phone: (209) 525-6330 Fax: (209) 525-5911
Building Phone: (209) 525-6557 Fax: (209) 525-7759

April 15, 2019

Sean Scully
City Manager
6707 Third Street
Riverbank, CA 95367

SUBJECT: PARTICIPATION IN THE STANISLAUS URBAN COUNTY

Dear Mr. Scully:

Every three years current participating cities, as well as nonparticipating cities, have an opportunity to enter into an agreement to become a part of a qualified "Urban County" for the purpose of being eligible to receive U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement funds. The next three year program cycle for the Stanislaus Urban County covers July 1, 2020 to June 30, 2023.

The current Stanislaus Urban County members are the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and Stanislaus County. The cities of Modesto and Turlock are each, in their own right, HUD entitlement jurisdictions and accordingly do not qualify to join the Stanislaus Urban County. The City of Riverbank is not a participant, but is qualified to join the Stanislaus Urban County.

Please note that members are not eligible to apply for grants under the State CDBG program while they are part of the Stanislaus Urban County and, that in becoming a part of the Stanislaus Urban County, they automatically participate in the HOME Investment Partnership Program (HOME), administered by the City of Turlock, and Emergency Solutions Grant (ESG) programs. While members may only receive a formula allocation under the HOME and ESG programs as part of the Stanislaus Urban County, members are not prohibited from applying for HOME or ESG funds directly from the State, if the State allows.

The purpose of this letter is to request your submittal of a **Letter of Intent** stating your cities desire to continue, join, or request exclusion from the Stanislaus Urban County. Your response must be received no later than **April 30, 2019** and will be forwarded to HUD. A notice of qualification from HUD is anticipated to be supplied in early October 2019.

For those wishing to participate, **Cooperation Agreements** covering the next three year program cycle have been enclosed for your review. Cooperative Agreements must be executed by your authorized governing body and returned to the Stanislaus County Planning Department, along with a **formal resolution**, no later than **June 3, 2019**.

Thank you for your attention to this matter. Please contact me, or Ana San Nicolas, if you have any questions regarding this request.

Sincerely,

Angela Freitas
Director

Enclosures: Four (4) Cooperation Agreements to be signed and returned, along with the formal resolution, no later than **June 3, 2019**

cc: Annabelle Aguilar, City Clerk via email

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the CITY OF _____, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022 to June 30, 2023) program years, and any related

program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). Grant Review Panel duties shall include reviewing and scoring of applications, and attendance during all grant applicant presentations.
3. a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that is found to be ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.
- a. 4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in

which the action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any program income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to

the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
 - b. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.
 - d. This agreement remains in effect until CDBG, ESG, HOME funds, along with any program income received with respect to activities carried out during the

three-year qualification period, are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

12. The cooperating unit of general local government has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 19-04.
13.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the

concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

CITY OF _____

By: _____
Jody Hayes
Chief Executive Officer

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.

Thomas E. Boze
County Counsel

Urban County HUD Entitlement Funding Invitation

Riverbank City Council Meeting
May 14, 2019

A Little History – Riverbank Housing Division

§ CDBG has funded Housing projects since:

- § 1986 – Housing Rehabilitation (HR) Program
- § 2000 – First Time Homebuyers (HB) Program

§ Current Loan Portfolio Balance:

- § CDBG: \$3,955,000
- § HOME: \$6,062,000

§ Successful Grant Applications:

- § 2003 - \$500,000 Funding for 4 HR Projects
- § 2004 - \$1,454,000 Funding for 17 HR & HB Projects
- § 2010 - \$400,000 Funding for 5 HR Projects
- § 2013 - \$1,000,000 Funding for HR & HB (\$460,000 disencumbered)

A Little History – Riverbank Housing Division

§ Current Issues:

§ Unsuccessful Grant Applications:

§ 2016 - \$2,000,000 Funding for HR/HB, Community Center & Infrastructure (ADA)

§ 2017 - \$1,600,000 Funding for HR/HB, Community Center

§ Housing Market boom

§ HUD Max Purchase Price Limit: \$284,000

§ Average home values at \$329,000

§ Unaffordable for our low income residents

§ Inability to use Program Income to fund new loans

§ CDBG: \$287,000

§ HOME: \$1,000,000

Stanislaus Urban County Invitation

- § Every three years an agency has an opportunity to enter into an agreement to be part of a qualified “Urban County” and become an entitlement city
- § **Entitlement City:** City is entitled to annual funding based on a formula directly from Dept. of Housing & Urban Development (HUD)
 - § Develop viable urban communities,
 - § Provide decent housing & suitable living environment,
 - § Expand economic opportunities
- § Potential Annual Allocation: \$170,000 (includes administration funds)
- § Funding can be used for Public Infrastructure & Public Facilities ONLY

Stanislaus Urban County Invitation

Benefits

- § Annual Guaranteed Allocation
- § For Infrastructure/Public Facility Improvements Only
 - § i.e. ADA Improvements, Community Center Phase II (kitchen)
- § Administration Funds included to reimburse for staff time
- § Can continue using program income for housing projects
- § Can apply for HOME Grant funds for Housing Programs

Drawbacks

- § Can no longer apply for CDBG Funding from HCD
 - § Limit the # of projects we can perform
- § May need several years to accumulate funds for larger projects
- § Inconsistent funding for Housing Programs (Homebuyers & Rehab)
- § Must continue to monitor old housing program loans with no admin funds from new grants to offset.

Potential Future – Riverbank Housing Division

- § Long Term Monitoring must continue for current loan portfolio (limited admin funds)
- § Rely strictly on loan repayments to continue funding First Time Home Buyer Loans through CDBG (cannot apply for new grants).
 - § CDBG Funding has no Max Purchase Price Limit
 - § Greater flexibility to reallocate payoffs to other purposes (infrastructure, facilities, economic development)
- § Can continue to apply for HOME Funds
 - § Can fund First Time Homebuyer & Housing Rehab Program
 - § HOME Funds can be used for new Affordable Housing Development

Recommendation

Provide direction to staff on whether there is any interest in accepting the Stanislaus Urban County invitation

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	May 14, 2019
Subject:	First Reading and Introduction by Title Only of a Proposed Ordinance Approving a Development Agreement By and Between the City of Riverbank and E & J Distributors LLC, a California Limited Liability Corporation Doing Business as Canna+Rise
From:	Sean Scully, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that Council approve the first reading and introduction by title only of the proposed Ordinance, which will initiate its second reading for consideration of its adoption at the May 28th regular City Council meeting.

SUMMARY

E & J Distributors LLC ("The Applicant") has requested a Development Agreement (Attachment 2) and Conditional Use Permit to allow for a commercial cannabis distribution located at 5729 Terminal Avenue.

The project area is located along Terminal Avenue, at City Limit and north of county industrial parcels, east of the BNSF railroad tracks, south of industrial businesses and nonconforming residences, and west of a residential subdivision and ranchettes. The project site is a 6,000 square foot building, located on an approximately one (1) acre parcel. The project site has an existing general plan land use designation of Industrial / Business Park (I/BP) and is zoned Light Industrial (M-1). Pursuant to Riverbank Municipal Code Chapter §120 the zoning is appropriate for a proposed cannabis distribution use (wholesale to wholesale).

The Planning Commission at their regular meeting of April 16, 2019 with a vote of 5-0 recommended that the City Council approve Development Agreement 01-2019 with Resolution 2019-009 (Attachment 3). They also approved with a vote of 5-0 Conditional Use Permit 02-2019 with Resolution 2019-010 (Attachment 4).

BACKGROUND

Starting in 1996, citizens of the State of California approved Proposition 215, the Compassionate Use Act (“CUA”). The CUA was approved to allow Californians with a serious illness to legally possess, use, and cultivate cannabis for medical use under state law.

In addition, in 2003, the legislature of California adopted Senate Bill 420 which entitled the Medical Cannabis program. This program authorized qualified patients and their primary caregivers to cultivate and use cannabis for medical purposes without being subject to criminal prosecution under the state penal code.

On October 9, 2015 Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”). This Act established a statewide regulatory and licensing structure for the cultivation, processing, transporting, testing, and distribution of medical cannabis to qualified patients and their primary caregivers.

On November 8, 2016, the citizens of California approved Proposition 64 (Adult Use of Cannabis). In accordance with Proposition 64 recreational use of cannabis is now legal throughout the state, but reserved the right to police commercial cannabis activity to each local jurisdiction.

Lastly, on August 8, 2017 and August 22, 2017, the Riverbank City Council adopted Ordinance No. 2017-007, which provides a regulatory structure for commercial cannabis activities in the City of Riverbank ONLY in the General Commercial (C-2), Commercial – Industrial (CM), Cannery District, Highway Boulevard (HB), Downtown General (DG), Downtown Core (DC), Light industrial (M-1), and Research and Development (R&D) zoning districts. In addition, this ordinance bans all commercial cannabis activities within 600 feet from a school, commercial day care facility, or youth center.

As a part of the regulatory structure established by Ordinance No. 2017-007, an applicant seeking to establish a commercial cannabis business must apply for a Development Agreement and a Conditional Use Permit. These entitlements lock-in fees for the applicant, set performance standards with the city, and establish a timeline.

ANALYSIS

E & J Distributors LLC is proposing to establish a cannabis distribution facility located at 5729 Terminal Avenue. The proposed project site is zoned Light Industrial (M-1), and therefore is in conformance with Ordinance No. 2017-007, listed above. The proposed project site is not within 600 feet of any school, commercial day care facility, or youth center.

The Applicants are proposing to conduct a cannabis distribution (wholesale to wholesale) in an existing 6,000 square foot building on an approximately one (1) acre site

(Attachment 4 Exhibit A). The Applicant is not requesting any changes to the Site Plan and proposes no signage. Business will be conducted from 8am – 4pm, seven days a week, and will include approximately 5-6 employees. There is no storefront and the public is not permitted on site. The business will feature a fenced shipping and receiving area, security office, manager and employee offices, and several storage area, including a mezzanine (Attachment 4 Exhibit B).

The site will feature enhanced security to ensure safety in and around the site. A 24-hour security system will be installed with security guards on-site during regular business hours. High-definition cameras are to be located around the exterior of the project site. These cameras will be monitored 24-hours a day and will cover all of the project site. Interior security will feature cameras, automatic locking doors, and interior fencing to restrict access.

- A. Development Agreement – Pursuant to Riverbank Ordinance No. 2017-007, the Applicant has negotiated with the Riverbank City Council to establish a Development Agreement for the project.
- B. Conditional Use Permit – Also pursuant to Riverbank Ordinance No. 2017-007, the Applicant requested a Conditional Use Permit to allow for a cannabis distribution (wholesale to wholesale) located at 5729 Terminal Avenue.

PLANNING COMMISSION

On April 16, 2019, the Planning Commission held a duly noticed public hearing to consider the proposed Project. Four (4) Planning Commissioners and one (1) Alternate Commissioner were present at this meeting, including Chairmen Dinan, Commissioner Ball, Commissioner Stewart, Commissioner Fenrich, and Alternate Commissioner Steve Link.

On April 15, 2019, the City received an email from residents Laurie and Cody Avery, who also spoke at the meeting in opposition of the Project. A second citizen, Evelyn Halbert spoke of some of the same concerns. They are concerned that the location is too close to residences and a bus stop (the children of the neighborhood board across the street at 7:20 am weekday mornings), an increase in traffic, an increase in crime, objectionable odors, and a decrease in property values. Similar concerns were brought up by the public during the hearings for Flavors, a dispensary. Staff monitoring of Flavors the past twelve (12) months has shown there has been a decrease in crime in the area, no objectionable odors have been reported, and online property values appear stable. In addition, much of the traffic congestion at Oakdale Road and Patterson Road is attributed to drivers making illegal left turns into the McDonalds parking lot from northbound Oakdale Road. Staff has not received any complaints concerning a nearby school bus stop on Oakdale Road.

The applicant proposes transporting bulk cannabis and cannabis products from a State licensed cultivation or manufacturing facility to their location, acquiring laboratory testing for the State, packaging the materials, and then labeling the products (with State

approved labels) before distributing them wholesale to State licensed dispensaries. There will be no manufacturing of products or storefront sales on site. The products are expected to arrive and leave the rear (south) of the facility in 5-6 secure sprinter vans per week that are owned by the applicant. The public driving by will only see employee vehicles in the parking lot of an existing industrial building that is without business signage.

Conditions of Approval include a requirement for LiveScans (background checks), the hours of construction for the Tenant Improvements, the regulation of exterior lighting, and a hold harmless clause among other legal requirements.

ENVIRONMENTAL DETERMINATION

This Development Agreement and Conditional Use Permit were reviewed pursuant to the California Environmental Quality Act (CEQA). Per Section 15061 (b-3), the proposed project is not subject to CEQA as CEQA only applies to projects which have the potential for causing a significant effect on the environment.

FISCAL IMPACT

The project would provide Canna+Rise with substantial private benefits that will place burdens upon City infrastructure, services, and neighborhoods. Canna+Rise seeks to offset these impacts through a monthly payment classified as a “Public Benefit” amount. The Public Benefit is designed and intended to offset or mitigate any potential impacts of the project on the community.

The major elements of the development agreement are summarized below:

- The term of the agreement is five (5) years.
- Canna+Rise proposes the operation of a cannabis distribution facility (wholesale to wholesale).
- Canna+Rise plans operating on approximately six thousand (6,000) square feet of space for the distribution facility.
- The project would provide Canna+Rise with substantial private benefits that will place burdens upon City infrastructure, services, and neighborhoods. Canna+Rise seeks to offset these impacts through a monthly payment classified as a “Public Benefit” amount. The Public Benefit is designed and intended to offset or mitigate any potential impacts of the project on the community.

Canna+Rise will pay to the City a Public Benefit of:

- o \$6,000 or four percent (4%) of gross receipts (per month to be paid quarterly from operations every quarter starting the second quarter), whichever is greater, each for the first twelve (12) months following the issuance of a Conditional Use Permit;

- o \$10,000 or five percent (5%) of gross receipts from operations every quarter, whichever is higher, for months thirteen (13) through twenty-four (24) following the issuance of a Conditional Use Permit; and
- o \$15,000 or five percent (5%) of gross receipts from operations, whichever is higher, for each month thereafter through the end of the term of the development agreement.

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 (3) years. The completion of development agreements for cannabis activities is a specific objective. It is consistent with the established General Plan goal to Achieve and Maintain Financial Stability and Sustainability as part of the City's Vision "To be recognized as a premier community where individuals, families and businesses thrive in a safe and beautiful environment."

PUBLIC NOTICE

On April 30, 2019, pursuant to Government Code sections 65867, 65090, and 65091, the City mailed notice of the hearing to properties within 300 feet of the project location. On May 1, 2019, the City published notice of the hearing in the Riverbank News and posted notice at City Hall North and South, the Post Office, and emailed it to the Library.

RECOMMENDATION

Staff recommends approval of the Development Agreement based upon the following findings:

1. The proposed project is consistent with the Riverbank Municipal Code.
2. The proposed project is exempt from CEQA as CEQA only applies to projects that have the potential to harm the environment, and,
3. The proposed project is consistent with the 2005-2025 General Plan.

ATTACHMENTS

1. Proposed Ordinance 2019-XXX to adopt the Development Agreement
2. Proposed Development Agreement (Exhibits A-G included)
3. Planning Commission Resolution 2019-009 (DA recommendation)
4. Planning Commission Resolution 2019-010 (CUP approval)
 - Exhibit A – Site Map
 - Exhibit B – Floor Plan

CITY OF RIVERBANK

ORDINANCE NO. 2019-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RIVERBANK AND E & J DISTRIBUTORS LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION DOING BUSINESS AS CANNA+RISE

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City of Riverbank ("City") and an individual with an interest in real property to enter a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, the City adopted Resolution No. 99-39 authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and

WHEREAS, Resolution No. 99-39 requires a written application with specified data to be submitted to the City for consideration of any development agreement; and

WHEREAS, E & J Distributors LLC., a California limited liability corporation doing business as Canna+Rise ("Canna+Rise") submitted an application to the City for consideration of a development agreement to operate a cannabis distribution facility (the "Project"); and

WHEREAS, Canna+Rise proposes to improve, develop, and use real property for the Project, in strict accordance with applicable state and local law, including, but not limited to, the Riverbank Municipal Code; and

WHEREAS, Canna+Rise has a lease agreement to occupy that certain real property located at 5729 Terminal Avenue in the City of Riverbank, Assessor's Parcel Number 075-020-016 on which Canna+Rise intends to develop the Project; and

WHEREAS, City and Canna+Rise seek to enter a development agreement for the Project (the "Development Agreement") pursuant to Government Code section 65864 *et seq.* and all applicable local and state laws; and

WHEREAS, environmental impacts for the Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*), and the City determined the Project site is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 16, 2019, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, on May 14, 2019, and May 28, 2019, the City Council held duly noticed public hearings to consider the Development Agreement; and

WHEREAS, the City Council of the City, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing, and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City of Riverbank General Plan and all other applicable standards and ordinances of the City of Riverbank.
2. In accordance with Government Code section 65864 *et seq.*, the City Council finds that the Development Agreement:
 - a. Is consistent with the objectives, policies, general land uses, and programs specified in the Riverbank General Plan and any applicable specific plan; and
 - b. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole; and

- c. Will not adversely affect the orderly development of property or the preservation of property values; and
- d. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
- e. Contains a legal description of the property.

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

SECTION 1. The City Council of the City of Riverbank approves a Development Agreement by and between E & J Distributors LLC., a California limited liability corporation doing business as Canna+Rise, and the City of Riverbank for the development of the Project, and instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

SECTION 2. The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement; or as otherwise required pursuant to the terms of the Development Agreement.

SECTION 3. Notice of the public hearing on the proposed Development Agreement was published in the Riverbank News, a newspaper of general circulation; and notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor's roll.

SECTION 4. Environmental impacts for the Project have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*). The Project site is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility.

SECTION 5. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Riverbank hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 6. 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 May 14, 2019. 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 ___ day of ___, 2015; motioned by Councilmember _____, seconded by Councilmember _____, moved said ordinance by a City Council roll call vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Riverbank
6707 3rd Street
Riverbank, CA 95367
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 14th day of May, 2019, by and between the **CITY OF RIVERBANK**, a California municipal corporation ("City") and **E & J DISTRIBUTORS LLC.**, a California limited liability company doing business as **CANNA+RISE** ("Developer"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

- A. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.
- B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.
- C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis

Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

- D. Developer proposes to improve, develop, and use real property to operate a Cannabis distribution business, in strict accordance with California Cannabis Laws, and the Municipal Code of the City of Riverbank, as each may be amended from time to time (the "Project").
- E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.* (the "Development Agreement Statute"), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.
- F. Consistent with the requirements of the Development Agreement Statute, City has adopted Resolution No. 99-39 ("City Development Agreement Resolution") authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City.
- G. The City Development Agreement Resolution requires a written application with specified data to be submitted to the City for consideration of any development agreement.
- H. Developer submitted an application to the City for consideration of a development agreement for the Project.
- I. Developer leases that certain real property located at 5729 Terminal Avenue in the City of Riverbank, County of Stanislaus, State of California, Assessor's Parcel Number 075-020-016, of which Developer intends to improve approximately six thousand (6,000) square feet of space (the "Site"), more particularly described in the legal description attached hereto as **Exhibit A** and the Site Map attached hereto as **Exhibit B**.
- J. Government Code section 65865 requires that an applicant for a development agreement hold a legal or equitable interest in the real property that is the subject of the development agreement.
- K. Developer has leased the Site for the purpose of operating the Project. A copy of the lease is attached hereto as **Exhibit C**, within satisfaction of the requirement of Riverbank Municipal Code Chapter 120. The legal owner of the Site is aware of, and agrees to, the operation of the Project upon the Site.

- L. On November 20, 2017, the Riverbank Planning Commission ("Planning Commission") adopted Resolution No. 2017-025 recommending the Riverbank City Council ("City Council") adopt an ordinance establishing zoning limitations and requirements for all cannabis businesses.
- M. On December 12, 2017, the City Council adopted Ordinance No. 2017-007 to revise Riverbank Municipal Code 120 to establish a Cannabis Business Pilot Program to regulate all cannabis businesses within the City.
- N. Government Code section 65867.5 and the City Development Agreement Resolution requires the Planning Commission hold a public hearing to review an application for a development agreement.
- O. On April 16, 2019, the Planning Commission, in a duly noticed and conducted public hearing, considered Developer's application for this Agreement.
- P. On April 16, 2019, the Planning Commission recommended the City Council adopt Ordinance No. 2019-____, which would allow Developer to operate the Project at the Site.
- Q. On May 14, 2019, pursuant to Government Code section 65867.5 and the City Development Agreement Resolution, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 2019-____.
- R. This Agreement is entered into pursuant to the Development Agreement Statute and the City Development Agreement Resolution.
- S. City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Site; (ii) create a physical environment that is consistent with and complements City's goals and visions; (iii) protect natural resources from adverse impacts; (iv) improve, upgrade, and create additional community facilities and infrastructure, enhance services, and assist in implementing the goals of the General Plan; and (vi) reduce the economic risk of development of the Site to both City and Developer.
- T. The Parties intend through this Agreement to allow Developer to develop and operate the Project in accordance with the terms of this Agreement.
- U. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with Riverbank Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the

receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached to and incorporated into this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Site Lease
Exhibit D	Notice of Non-performance Penalty
Exhibit E	Indemnification Agreement
Exhibit F	Notice of Termination
Exhibit G	Assignment and Assumption Agreement

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional Licenses" has the meaning set forth in Section 2.4.
- (c) "Adult-use cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.
- (d) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

(e) “Application” means the cannabis business application for a development agreement required by Riverbank Municipal Code Chapter 120 and Section 4 of the City Development Agreement Resolution.

(f) “Assignment and Assumption Agreement” has the meaning set forth in Section 10.1.

(g) “AUMA” means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.

(h) “Authorized License” has the meaning set forth in Section 2.3.

(i) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(j) “California Building Standards Codes” means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Riverbank Municipal Code.

(k) “California Cannabis Laws” includes AUMA, MAUCRSA, CUA, the Medical Marijuana Program Act of 2004 codified as Health and Safety Code sections 11362.7 through 11.62.83, and any other applicable laws that may be enacted or approved.

(l) “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term “marijuana” may be used interchangeably.

(m) “Cannabis Business Pilot Program” means the cannabis business program established and authorized by Riverbank Municipal Code chapter 120.

(n) “Cannabis Dispensary” means a business that engages in Commercial Cannabis Activity related to the retail sale of cannabis pursuant to a Type 10 license.

(o) “CEQA” means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code,

and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(p) “City” means the City of Riverbank, a municipal corporation having general police powers.

(q) “City Council” means the City of Riverbank City Council, as described in Riverbank Municipal Code Section 10.05.

(r) “City Development Agreement Resolution” has the meaning set forth in Recital F.

(s) “City Manager” means the City Manager of the City of Riverbank, or his or her designee, as described in Riverbank Municipal Code Section 31.03.

(t) “Charged Party” has the meaning set forth in Section 8.1.

(u) “Charging Party” has the meaning set forth in Section 8.1.

(v) “Commercial Cannabis Activity” includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product that requires a state license pursuant to MAUCRSA.

(w) “Conditional Use Permit” means a conditional use permit issued by City pursuant to the Riverbank Municipal Code.

(x) “CUA” means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(y) “Developer” means E & J Distributors, LLC. doing business as Canna+Rise. Developer also has the meaning set forth in Section 6.1.

(z) “Development Agreement Statute” has the meaning set forth in Recital C.

(aa) “Exhibits” has the meaning set forth in Section 1.3.

(bb) “Gross Receipts from Operations” means total revenue actually received or receivable from operation of the Project, including: all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in “gross receipts” shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of

the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts";
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit;
5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payment required under Section 4.2, all sales of cannabis products through the Project are captured. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

(cc) "Indemnification Agreement" has the meaning set forth in Section 6.3.

(dd) "Major Amendment" means an amendment that shall have a material effect on the terms of the Agreement. Major Amendments shall require approval by the City Council.

(ee) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(ff) "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 *et seq.*, as may be amended from time to time.

(gg) "MCRSA" has the meaning set forth in Recital A.

(hh) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(ii) "Minor Amendment" means a clerical amendment to the Agreement that shall not materially affect the terms of the Agreement and any amendment described as minor herein. A Minor Amendment also has the meaning set forth in Section 2.4.

(jj) "Mortgage" has the meaning set forth in Article 7.

(kk) "Non-Performance Penalty" has the meaning set forth in Section 4.3.

4.3. (ll) “Notice of Non-Performance Penalty” has the meaning set forth in Section

(mm) “Notice of Termination” has the meaning set forth in Section 9.1.

(nn) “Planning Commission” means the City of Riverbank Planning Commission as established by Riverbank Municipal Code section 32.35.

(oo) “Processing Costs” has the meaning set forth in Section 1.11.

(pp) “Project” has the meaning set forth in Recital D.

(qq) “Project Litigation” has the meaning set forth in Section 10.7.

(rr) “Public Benefit” has the meaning set forth in Section 4.2.

(ss) “Public Benefit Amount” has the meaning set forth in Section 4.2.

(tt) “Site” has the meaning set forth in Recital G.

(uu) “State Licensing Authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

(vv) “State Cannabis Regulations” means the regulations promulgated by the State Licensing Authorities pursuant to the California Cannabis Laws.

(ww) “State Taxing Authority” has the meaning set forth in Section 4.2.

(xx) “Subsequent City Approvals” has the meaning set forth in Section 3.1.

(yy) “Term” has the meaning set forth in Section 1.7.

(zz) “Type 11 license” or “Distribution” means a state license issued by the Bureau pursuant to the California Cannabis Laws for the distribution of cannabis and cannabis products (in this case, wholesale to wholesale).

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the “Effective Date”).

Section 1.7. Term. The “Term” of this Agreement is five (5) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) Government Tolling or Termination. City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is required, directed, or believes, in its sole and absolute discretion, it must temporarily halt or terminate Commercial Cannabis Activity within the City to comply with federal or state law. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for no longer than one (1) year (the “Tolling Period”). Developer shall not accrue or be liable to City for any Ministerial Fees or Public Benefit Amount during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling period exceeds one (1) calendar year to comply with federal or state law.

(b) Developer’s Tolling or Termination. Developer may not temporarily halt or terminate this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement.

Section 1.8. Priority of Enactment. In the event of a conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (c) Conditional Use Permit, and (d) Subsequent City Approvals.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Thirty Thousand Dollars (\$10,000) [NG1] with City to pay for the Application, all actual fees and expenses incurred by City that are related to the preparation and processing of this Agreement, including recording fees, publishing fees, staff time, consultant and attorney fees and costs (collectively, “Processing Costs”), and the first installment of the Public Benefit. The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs

only after City determines all financial obligations associated with the Project have been received and paid by City.

(a) Apportionment of Processing Costs. If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, Developer shall deposit with City such additional funds necessary to pay for all Processing Costs within thirty (30) calendar days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may terminate this Agreement.

(b) Accounting. Developer may request, and City shall issue within a reasonable time, an accounting and written acknowledgement of Processing Costs paid to City.

ARTICLE 2 DEVELOPMENT OF PROPERTY

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Project consistent with this Agreement, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license type (the "Authorized License"):

Type 11	Distributor
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Developer shall be permitted to use the Site consistent with the Authorized License for the Term of this Agreement and during the time Developer is applying for the Authorized License with the applicable State Licensing Authority. Developer shall begin operations of the Cannabis Business Project under the Authorized License within six (6) months of the issuance of a Conditional Use Permit or adoption of the operative ordinance approving this Agreement, whichever is later, unless Developer is prevented from doing so due to any event or circumstance set forth in section 8.6 of this Agreement. Notwithstanding the foregoing, Developer is required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Authorized License to Developer, Developer shall immediately cease Commercial Cannabis Activity on the Site. Developer shall also, within thirty (30) calendar days of receiving notice from the

State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State of California, Developer shall immediately cease operations. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add to the Authorized License additional license types once that license is applied for or obtained from the appropriate State Licensing Authority (the "Additional Licenses").

Section 2.5. Conditional Use Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals. Developer shall be required to comply with all provisions of the Riverbank Municipal Code and any City rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Riverbank Municipal Code or issue rules or administrative guidelines associated with implementation of the Cannabis Business Pilot Program or Developer's obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. The exercise of this discretion is not prohibited or limited in any way by this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

(a) Contemplated City Rules and Guidelines. City anticipates issuing additional rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. City may establish requirements that are identical to or place a higher standard of care as existing provisions of the California Cannabis Laws, State Cannabis Regulations, or any amendments thereto. City reserves the right to adopt additional categories of rules or guidelines that are not listed in this section as part of the Cannabis Business Pilot Program. Developer shall comply with any and all administrative guidelines adopted by City that govern or pertain to the Project.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Riverbank Municipal Code is enacted or imposed by a citizen-sponsored

initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Riverbank Municipal Code changes shall not be applied to the Site or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the Riverbank Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Riverbank Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Cannabis Business Pilot Program. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Riverbank Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will

attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.12. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency, to select that option for addressing the situation which, in City's discretion, minimizes, so far as reasonably possible, the impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3 ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the Riverbank Municipal Code, and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Riverbank Municipal Code, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Site as contemplated by the Parties in this Agreement.

ARTICLE 4 PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefits upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that commensurate with the private benefits conferred on Developer (the "Public Benefit"). In consideration of the foregoing, Developer shall remit to City as follows:

Effective Date	No Public Benefit Due.
First (1 st) Business Day of 1 st Month of the Second Quarter Following Issuance of the Conditional Use Permit.	\$6,000 or 4% of Gross Receipts from Operations quarterly, whichever is greater (" <u>Tier 1 Amount</u> ").
First (1 st) Business Day of 1 st Month of the Quarter for months Thirteen (13) through Twenty-four (24) Following Issuance of the Conditional Use Permit.	\$10,000 or 5% of Gross Receipts from Operations quarterly, whichever is greater (" <u>Tier 2 Amount</u> ").
1 st Business Day of the 1 st Month of the Quarter for Month Twenty-five (25) Following Issuance of the Conditional Use Permit Through the End of the Term.	\$15,000 or 5% of Gross Receipts from Operations quarterly, whichever is greater (" <u>Tier 3 Amount</u> ").

(b) Collectively, these amounts shall be known as the "Public Benefit Amount".

(c) Developer shall file an applicable statement that complies with the California State Board of Equalization, California Department of Tax and Fee Administration, or either's successor agency (the "State Taxing Authority") for sales tax purposes showing the true and correct amount of Gross Receipts from Operations of the Project during the applicable time period. Developer shall provide a copy of such statement to City upon request by City.

Section 4.3. Reporting. Developer shall provide City with copies of any reports provided to a state cannabis licensing agency within forty-five (45) calendar days of that submission.

Any failure or refusal of Developer to provide any statement or report to City, the State Taxing Authority, or any other State Licensing Authority as required within the time required, or to pay such sums due hereunder when the same are due and payable in accordance with the provisions of this Agreement, may constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Developer shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code and the applicable State Cannabis Regulations. All records required by this Section shall be maintained and made available for City's examination and duplication (physical or electronic) at the Site or at an alternate facility as approved in writing by the City Manager or his or her designee.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fail to make any payment when due as required by this Agreement, including the Public Benefit Amount, City may impose a "Non-Performance Penalty." A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a "Notice of Non-Performance Penalty," attached hereto as **Exhibit D**. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) calendar days following delivery of the Notice of Non-performance Penalty.

Section 4.7. Protections from City Tax. Notwithstanding Section 4.2, for the Term of this Agreement, Developer shall be exempt from any City tax, including a business license tax, on commercial cannabis businesses. Notwithstanding the foregoing, Developer and the Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Stanislaus, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event the Public Benefit Amount is invalidated for any reason, Developer shall be subject to any applicable tax on commercial cannabis businesses from the start date of such invalidation through the remaining Term of this Agreement.

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods and the existing level of service of City infrastructure and services to accommodate for the Project.

ARTICLE 6 INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, “Developer” for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City.

(a) General Liability Insurance. Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million

Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) **Workers' Compensation Insurance.** Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals. Developer shall execute the indemnification agreement ("Indemnification Agreement") attached hereto as **Exhibit E**.

Section 6.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waive all claims for damages against City for breach of this Agreement. Developer further acknowledge that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waive all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledge that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waive all claims for damages against City in this regard.

ARTICLE 7

MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than ten (10) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such ten (10) calendar day period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the ten (10) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within ten (10) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement, give notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 within thirty (30) calendar days from the expiration of the ten (10) day notice period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to

cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in ten (10) calendar days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer is in default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

Section 8.2. Annual Review. City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Project's performance, at least seven (7) calendar days prior to such periodic review. Developer shall be entitled to appeal a determination of City or City Manager to the City Council. Any appeal must be filed within ten (10) calendar days of the decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or City Council, as applicable. The reasonable cost for City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by City in connection with the review.

Section 8.3. Estoppel Certificates.

(a) City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full

force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 9.1(c) of this Agreement.

Section 8.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

Section 8.7. Appeals. Developer may appeal any adverse decision or action of City pursuant to Riverbank Municipal Chapter 99.

ARTICLE 9 TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as **Exhibit F**, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager. This assignment prohibition applies to the corporate and business entities of Developer that are a Party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as **Exhibit G**.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Site or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Site, and is binding upon Developer.

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer 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 (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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 3rd Street
Riverbank, California 95367
Attention: City Manager

and

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

If to Developer:

If to Developer:

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings of the Judicial Arbitration and Mediation Services. Judgment on the award may be entered in any court having jurisdiction thereof.

Section 10.5. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agree that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation.

Developer shall pay all litigation fees to City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Change in State Regulations. In no event shall Developer operate the Project in violation of the Agreement, or State Cannabis Regulations, as many be amended from time to time.

Section 10.11. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Stanislaus.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) Completeness of Instrument. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.

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

(f) Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

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

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

(j) 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 fulfill the purposes and intentions of this Agreement.

(k) Time is of the Essence. Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) 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 state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or

agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

(p) Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

“CITY”

Date: May 14, 2019

CITY OF RIVERBANK, CA
a California Municipal Corporation

By: _____
Sean Scully
City Manager

Attest:

By: _____
Annabelle Aguilar
City Clerk

Approved to as Form

By: _____
Tom Hallinan
City Attorney

“DEVELOPER”

Date: May 14, 2019

E & J DISTRIBUTORS. DBA
CANNA+RISE, a California limited liability
corporation

By: _____

Its: _____

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

Witness my hand and official seal.

(Signature)

(Seal)

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

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

Witness my hand and official seal.

(Seal)

Exhibit A

LEGAL DESCRIPTION

5729 Terminal Ave., Riverbank

Parcel 2 as per the Official Map filed October 20, 1989, in Book 42 of Parcel Maps.

APN: 075-020-016

PROPOSED

Exhibit C

Lease Agreement

PROPOSED

Exhibit D

Notice of Non-Performance Penalty

DATE: _____, 20__

PARTIES: CITY OF RIVERBANK, a California municipal corporation
6707 3rd Street
Riverbank, California 95367

E & J DISTRIBUTORS LLC DBA CANNA+RISE, a California
limited liability corporation

THIS NOTICE OF NON-PERFORMANCE PENALTY ("Penalty Notice") is being executed by the City of Riverbank, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 2019, City recorded a development agreement between the City and E & J Distributors LLC. DBA Canna+Rise ("Developer"), dated May 14, 2019 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary.
- B. Pursuant to Section 4.2 of the Development Agreement, Developer agrees to pay to City a Public Benefit on the first business day of each quarter following the second quarter during the term of the Development Agreement.
- C. On _____, 20__, the Public Benefit was due to City by Developer. City did not receive payment.
- D. Pursuant to Section 4.5 of the Development Agreement, if Developer fails to make payment when it is due, City may impose a penalty of one percent (1%) of the total of the past due amounts ("Penalty"). As of _____, 20__, the past due amount equals \$ _____. The Penalty owed by Developer equals \$ _____ ("Penalty Amount").

- E. Pursuant to Section 4.5 of the Development Agreement, Developer shall make payment of the Penalty Amount in a single installment due within fifteen (15) days of delivery of this Penalty Notice ("Penalty Due Date").
- F. Pursuant to Section 4.6 of the Development Agreement, if Developer fails to pay the Penalty Amount before the Penalty Due Date, then in addition to the Penalty Amount specified in subdivision (E), Developer shall pay City interest on the Penalty Amount, at the rate of eighteen percent (18%) per annum ("Penalty Interest Payment"), computed from the Penalty Due Date specified in subdivision (F). The Penalty Interest Payment is due fifteen (15) days following delivery of the Penalty Due Date. As of _____, 20____, the Penalty Interest Payment amount equals \$_____.
- G. Nothing contained herein shall constitute a waiver of City's future claims for the Public Benefit, Penalty, or interest on the Penalty.

NOW, THEREFORE, City hereby provides Developer the Penalty Notice required by Section 4.5 of the Development Agreement. This Penalty Notice shall be effective upon notice pursuant to Section 10.3 of the Development Agreement.

CITY OF RIVERBANK,
a California municipal corporation

By: _____
City Manager

Exhibit E

INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING

THIS INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING (“Agreement”) is made and entered into on this ____ day of _____ 2019, (“Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”) and E & J Distributors LLC, DBA Canna+Rise (“Applicant”). City and Applicant may be referred to herein individually as a “Party” or collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. In 1996, the people of the state of California approved Proposition 215, the Compassionate Use Act of 1996 (“CUA”). The CUA enables seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted Senate Bill 420, entitled the Medical Marijuana Program (“MMP”), which authorizes qualified patients and their primary caregivers to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code.

B. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

C. On November 8, 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act (“AUMA”). AUMA legalizes the cultivation, commercial sale, and possession of recreational cannabis for adults age 21 and older.

D. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which created a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction.

E. Riverbank Municipal Code (“R.M.C.”) chapter 120 authorizes cannabis businesses to operate within the City under specified restrictions pursuant to a Cannabis Pilot Program.

F. Applicant intends to improve, develop, and use real property to operate a cannabis dispensary business within the City (the “Project”) in strict compliance with MAUCRSA and R.M.C. chapter 120. Applicant must obtain certain land use entitlements including a Development Agreement and a conditional use permit (“Land Use Entitlements”) prior to initiating the Project.

G. Applicant has an agreement to purchase that certain real property located in the City of Riverbank, identified as Stanislaus County Assessor’s Parcel Number 075-020-016 (the “Property”), shown on **Exhibit A** attached hereto (“Property Description”).

H. As a condition of approval of the Land Use Entitlements, City has required Applicant to enter into this Agreement.

I. It is in the public interest for City and Applicant to enter into this Agreement, as Applicant will benefit from City’s processing of the Project.

J. Applicant desires to enter into this Agreement to fulfill a condition of approval of the Project, which is a prerequisite for construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth below, the Parties agree as follows:

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Applicant’s Indemnification Obligations.

2.1. Indemnification for Land Use Entitlements. To the fullest extent permitted by law, Applicant shall indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, and volunteers (collectively, “City’s Agents”) from any and all liability arising out of a claim, action, or proceeding against the City, or City’s Agents, to attack, set aside, void, or annul, an approval concerning the Land Use Entitlements by reason of the action or inaction of City, or City’s Agents. Applicant’s duty to indemnify and hold harmless shall not extend to any claim, action or proceeding arising from the gross negligence or willful misconduct of City, or City’s Agents.

Applicant’s obligations under this Agreement to indemnify City shall apply to any claim, lawsuit or challenge against City brought against the Project, specifically including, but not limited to, any

legal challenge based on the California Environmental Quality Act, codified in California Public Resources Code section 21000 et seq.; actions or proceedings brought to challenge the validity of environmental documents prepared in conjunction with the approval of the Project or Land Use Entitlements, or the requirements of any other federal, state, or local laws, including, but not limited to, general plan, specific plan, and zoning requirements.

2.2. Tender of Defense. Upon receiving notice of a claim and pursuant to Article 6 of the Land Use Entitlements, Applicant shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. Regardless of whether Applicant chooses to defend City pursuant to Section 6.4 of the Land Use Entitlements, City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter.

2.3. Deposit for Costs. Applicant shall make a refundable deposit to the City within thirty (30) days of written notification from the City ("Cost Deposit"), to cover the estimated fees and costs associated with the City's defense of any claim, action or proceeding. Applicant shall make any and all additional payments to City to replenish the Cost Deposit within thirty (30) days of written notice from City.

2.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of the Land Use Entitlements, which shall entitle City to all remedies available under law including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of the Land Use Entitlements. Applicant's failure to indemnify City shall be a waiver by Applicant of any right to proceed with the Project, or any portion thereof, and a waiver of Applicant's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of the Land Use Entitlements, or City's failure to defend any claim, action or proceeding based on Applicant's failure to indemnify City.

2.5. Satisfaction of Judgment. With respect to any claims, demands, acts, causes of action, damages, costs, expenses, settlements, losses or liabilities which Applicant has indemnified City against, Applicant shall pay and satisfy any judgment, award, settlement or decree that may be rendered or agreed against City and City's Agents arising out of any final, non-appealable judicial or administrative action.

2.6. Payment of Costs and Fees. Applicant's obligations under this Agreement to defend and indemnify City shall include, but not be limited to, payment of all court costs and attorneys' fees, all litigation-related costs, all costs of any judgments or awards against City, or all settlement costs which arise out of City's processing or approval of the Project.

2.7. Continuing Obligation. Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate or otherwise

Section 3. City's Obligations. City shall notify Applicant of any claim, action or proceeding within ten (10) business days of receiving service of any claim, action or proceeding. If City fails to notify Applicant of any claim, action, or proceeding, Applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. City shall have and retain, in its sole discretion, the right to not participate in the defense of any claim, action, or proceeding. At its sole discretion, the City may participate at its own expense in the defense, but such participation shall not relieve Applicant of any obligation imposed by this Agreement.

If to City: City of Riverbank
6707 3rd Street
Riverbank, California 95367
Attention: City Clerk

DEVELOPMENT AGREEMENT
CITY OF RIVERBANK
UTORS LLC. DBA CANNA+RISE
Page 39 of 48

sscully@riverbank.org

and

Churchwell White, LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.
doug@churchwellwhite.com

If to Applicant:

E & J Distributors DBA Canna+Rise
4236 Geer Road
Hughson, CA 95326
Attention: Julian Farhoud

and

Section 5. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Applicant.

Section 6. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the action and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 7. Agreement is Voluntary. The Parties acknowledge that they have entered into this Agreement voluntarily, on the basis of their own judgment and without coercion, and not in reliance on any promises, representations, or statements made by the other Party other than those contained in this Agreement. This Agreement incorporates the entire understanding of the Parties and recites the sole consideration of the promises and agreements contained within it. The Parties have read this Agreement and are fully aware of its contents and legal effect.

Section 8. Time of Essence. Time is of the essence for this Agreement, and each section contained within this Agreement is made and declared to be a material, necessary, and essential part of this Agreement.

Section 9. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the

validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10. 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 or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 11. Noninterference. No Party will do anything to interfere with or inhibit the ability of the other to comply with their respective obligations under the terms of this Agreement._

Section 12. Ambiguities. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

Section 13. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 14. 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 Agreement. The Parties will act in good faith to carry out the intent of this Agreement._

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 16. Venue. Venue for all legal proceedings shall be in the Superior Court of California, in and for the County of Stanislaus.

Section 17. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 18. 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.

Section 19. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this Agreement on the day, month and year first above written.

APPLICANT

E & J Distributors LLC. DBA Canna+Rise, a
California limited liability corporation

By: _____

Name: _____

Its: _____

Date: _____

CITY

City of Riverbank, a California municipal
corporation

By: _____

Sean Scully, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Douglas L. White, Deputy City Attorney

Exhibit F

Notice of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Riverbank
6707 3rd Street
Riverbank, CA 95367
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §
6103

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20____

PARTIES: CITY OF RIVERBANK, a California municipal corporation
6707 3rd Street
Riverbank, California 95367

E & J DISTRIBUTORS LLC., DBA CANNA+RISE, a California limited liability
corporation

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Riverbank, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 2019, City recorded a development agreement between the City and E & J Distributors LLC., DBA Canna+Rise ("Developer"), dated _____, 2019 (the "Development Agreement"), relating to the development and operation of a cannabis distribution facility.

- B. Pursuant to Sections 1.7 and 9.1 of the Development Agreement, the term of the Development Agreement expires five (5) years from _____, 2019, on _____, 2024.
- C. Pursuant to Section 9.1 of the Development Agreement, once terminated, the Development Agreement has no further force or effect, unless otherwise set forth in the Development Agreement.

NOW, THEREFORE, City hereby terminates, cancels, and otherwise releases Developer and Developer's heirs, executives, administrators, successors, and assigns from their obligations in the Development Agreement on this ____ (day) of ____ (month), 20__, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF RIVERBANK,
a California municipal corporation

By: _____
City Manager

Exhibit G

Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Riverbank
6707 3rd Street
Riverbank, CA 95367
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §
6103

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__, by and between E & J Distributors LLC., DBA Canna+Rise ("Developer") and _____ ("Assignee"). Developer may be referred to herein as ("Assignor").

RECITALS

A. On _____, 2019, Assignor and the City of Riverbank (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Riverbank, a California municipal corporation and E & J Distributors LLC., DBA Canna+Rise relating to the improvement, development, and use of real property to operate a cannabis distribution facility (the "Development Agreement")", originally recorded upon Stanislaus County Assessor's Parcel Number 075-020-016 (the "Property").

B. Section 10.1 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval by the City Manager of the City of Riverbank (the "City Manager").

C. Assignor intends to assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to City Manager a written request for consent to assignment. City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements Section 10.1 of

the Development Agreement for an Assignment and Assumption Agreement, and is executed with the consent of City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.
2. Assignor hereby assigns to Assignee all of the Assignable Rights of Assignor under the Development Agreement.
3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Agreement, Assignee shall become substituted for Assignor as the “Developer” under the Development Agreement.
4. This Agreement shall take effect and be binding only upon City Manager’s consent to and approval of the Agreement.
5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.1 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.
6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

[Signatures on the following page]

ASSIGNOR / DEVELOPER:

E & J Distributors LLC., DBA Canna+Rise, a
California limited liability company

Its: _____

ASSIGNEE

_____, a
California _____

By: _____

AGREED TO AND ACCEPTED:

CITY OF RIVERBANK
a California municipal corporation

City Manager

**CITY OF RIVERBANK
RESOLUTION NO. 2019-009**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK,
RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
RIVERBANK AND E & J DISTRIBUTORS LLC., A CALIFORNIA LIMITED LIABILITY
CORPORATION DOING BUSINESS AS CANNA+RISE**

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, the City adopted Resolution No. 99-39 authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and

WHEREAS, Resolution No. 99-39 requires a written application with specified data to be submitted to the City for consideration of any development agreement; and

WHEREAS, E & J Distributors LLC., a California limited liability company doing business as Canna+Rise (collectively "Canna+Rise") submitted an application to the City for consideration of a development agreement to operate a cannabis distribution facility, wholesale to wholesale (the "Project"); and

WHEREAS, Canna+Rise proposes to improve, develop, and use real property for the Project, in strict accordance with applicable state and local law, including, but not limited to, the Riverbank Municipal Code; and

WHEREAS, Canna+Rise has a lease agreement to occupy that certain real property located at 5729 Terminal Avenue in the City of Riverbank, Assessor's Parcel Number 075-020-016 on which Canna+Rise intends to develop the Project; and

WHEREAS, City and Canna+Rise seek to enter a development agreement for the Project (the "Development Agreement") pursuant to Government Code section 65864 *et seq.* and all applicable local and state laws; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 16, 2019, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, environmental impacts for the Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*), and the City determined the Project site is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility; and

WHEREAS, the Planning Commission finds that an ordinance approving the Development Agreement will allow the City to adequately regulate and address all impacts of the Project in the City in accordance with state law; and

WHEREAS, the Planning Commission finds that the ordinance is in the best interest of the health, welfare, and safety of the public.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL APPROVAL OF ORDINANCE NO. 2019-XXX, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIVERBANK AND E & J LLC., A CALIFORNIA LIMITED LIABILITY COMPANY DOING BUSINESS AS CANNA+RISE, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 16th day of April, 2019; motioned by Commissioner Ball, seconded by Commissioner Stewart, and upon roll call was carried by the following Planning Commission vote of 5-0

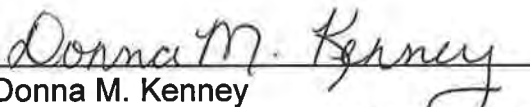
AYES: Commissioner's: Dinan, Ball, Stewart, Fenrich and Link

NAYS: None

ABSENT: Hughes

ABSTAIN: None

Attest:


Donna M. Kenney
Secretary to the Planning Commission

Approved:


John Dinan
Chairperson

**City of Riverbank
Planning Commission
Resolution No. 2019-010**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIVERBANK
APPROVING THE REQUEST OF E & J DISTRIBUTORS LLC., FOR A
CONDITIONAL USE PERMIT TO OPERATE A CANNABIS DISTRIBUTION FACILITY
WITHIN THE LIGHT INDUSTRIAL (M-1) ZONING DISTRICT LOCATED AT
5729 TERMINAL AVENUE, APN: 075-020-016**

WHEREAS, the Community Development Department of the City of Riverbank has heretofore held a duly noticed public hearing, as required by law, on the requested Use Permit, in accordance with the Riverbank Municipal Code, Section 153.360-153.374; and

WHEREAS, the project proponent is E & J Distributors LLC.; and

WHEREAS, the applicant is requesting to operate a cannabis distribution facility (wholesale to wholesale) within the Light Industrial (M-1) zoning district; and

WHEREAS, the property has a general plan designation of Industrial / Business Park (I/BP); and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the proposed Use Permit is consistent with all applicable general and specific plans; and

WHEREAS, the proposed Conditional Use Permit with the conditions of approval is in conformity with both the intent and provisions of the Zoning Ordinance, RMC 153.216 of the City of Riverbank Code of Ordinances; and

WHEREAS, the project was found to be categorically exempt according to the California Environmental Quality Act, Section 15301 of Title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility that will not have a significant effect on the environment; and

WHEREAS, the request of E & J Distributors LLC. for the Conditional Use Permit is hereby granted and approved, subject to the following conditions:

- 1) This approval is dependent upon and limited to the proposals and plans contained, supporting documents submitted, presentations made to staff, Planning Commission and/or City Council as affirmed to by the applicant. Any variation from these plans, proposals, supporting documents or presentations is subject to review and approval by staff prior to implementation.

- 2) The applicant shall secure and comply with all applicable state and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- 3) The applicant shall comply with all regulations and code requirements of the Community Development Director, City Engineer, Building Official, Stanislaus Consolidated Fire Protection District, the Police Chief, State of California, and any other agencies requiring review of the project. If required, these agencies shall be supplied copies of the final maps, site plans, public improvement plans, grading plans and building plans.
- 4) This use permit is for the wholesale distribution of cannabis and cannabis products only. Retail sales (storefront) are expressly prohibited.
- 5) All conditions of approval for this project shall be written by the project developer on all building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all construction plans kept on the project site. It is the responsibility of the building developer to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Community Development Director must be received before any changes are constituted in site design, building design, building colors or materials, etc.
- 6) Site plan shall be in substantial conformance to the existing site plan as submitted. Any proposed changes to the exterior of the building or site shall be reviewed by the Community Development Director, who will determine if Architecture and Site Plan Review is required. If required, plans shall be prepared, wet signed and sealed by a civil engineer, land surveyor, or architect registered in the State of California and licensed to prepare site and/or building plans.
- 7) Should the project be found, at any time, not to be in compliance with any of the Conditions of Approval, if the site receives numerous Health and/or Safety violations, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents or presentations to staff, Planning Commission or City Council, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to be violated.
- 8) All business partners and employees shall obtain background checks (Live Scans) before operations may commence.

- 9) Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the applicant a copy of this signed resolution and an approved building permit.
- 10) The hours of construction, including equipment warm-up, shall be limited to 7:00 a.m. to 6:30 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on weekends and legal holidays.
- 11) All new construction, including tenant improvements, requires building permits in accordance with all applicable building and fire codes.
- 12) The applicant shall defend, indemnify and hold harmless the City of Riverbank, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, or any aspect of the City's consideration of applicant's project. The applicant recognizes and agrees that applicant's voluntary commitment to meet the obligations described in this condition is an integral factor in the City's approval of this project. The intent of this condition is to require the applicant to bear the cost of any and all litigation instituted to overturn or in any way modify the City's approval of this project. Such costs include without limitation, any award of attorney's fees and costs to a prevailing plaintiff or petitioner.
- 13) This approval may be recalled to the Planning Commission for review at any time due to complaints regarding lack of compliance with conditions of approval, traffic congestion, noise generation, or other adverse operating characteristics. At such time, the Commission may revoke the approval or add/modify conditions approval.
- 14) All new exterior light fixtures shall be shown on plans subject to staff review and approval. All lights attached to buildings shall provide a soft "wash" of light against the wall. All building and parking or yard lights shall conform to City Standards and shall compliment the site and building architecture.
- 15) The Project and Project applicant shall strictly comply with all administrative guidelines promulgated by the City for the operation of a cannabis distribution facility, specifically including any administrative guidelines later adopted by the City, or as may be changed from time to time.

NOW THEREFORE, BE IT RESOLVED by the City of Riverbank Planning Commission that the requested Conditional Use Permit is approved subject to those conditions established by Resolution No. 2019-010 and attached Exhibits A and B.

Passed and adopted by the Planning Commission of the City of Riverbank at a regular meeting held on the 16th of April, 2019, motioned by Commissioner Ball, seconded by Commissioner Fenrich, and upon roll call was carried by the following vote 5 - 0:

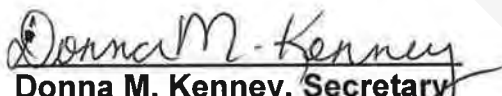
AYES: Commissioners: Dinan, Ball, Stewart, Fenrich and Link

NOES: None

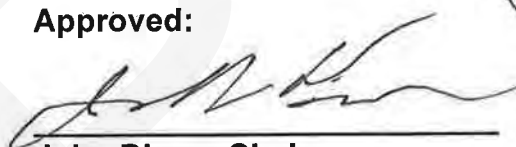
ABSENT: Hughes

ABSTAIN: None

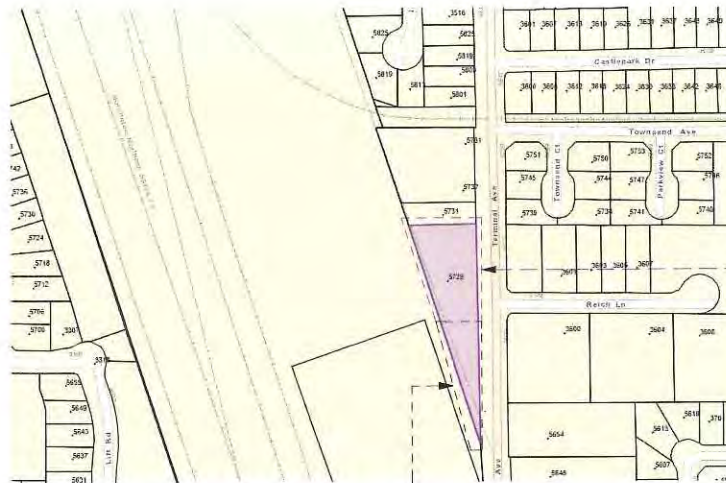
Attest:


Donna M. Kenney, Secretary
Planning and Building Manager

Approved:

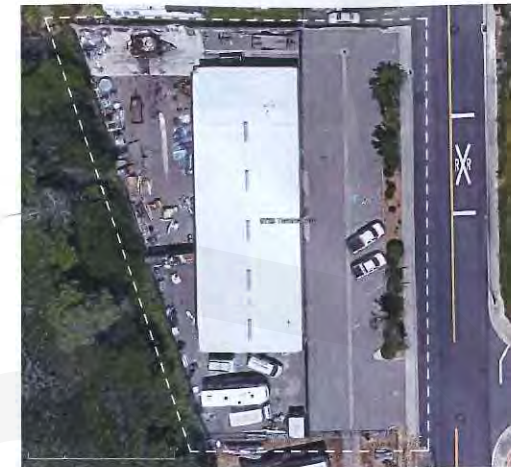

John Dinan, Chairperson
Planning Commission

Exhibits: **A – Site Plan**
 B – Floor Plan

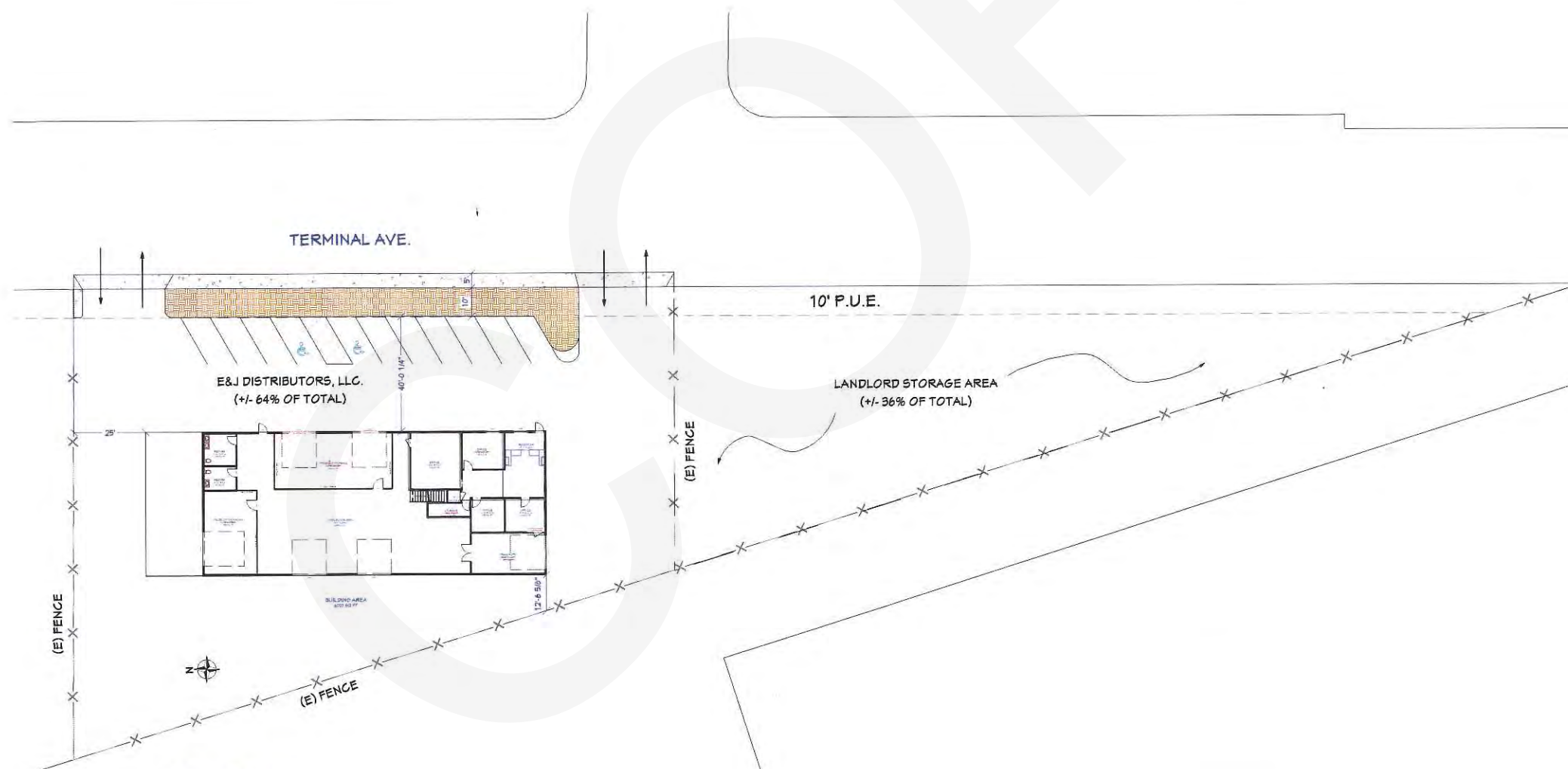


VICINITY MAP
N.T.S.

LANDLORD STORAGE AREA
(NOT IN SCOPE OF WORK)



PORTION OF LOT USED BY
E&J DISTRIBUTORS
LOT USAGE: +/- 64% OF TOTAL



Site Plan
1 in = 30 ft

PROJECT:
E&J DISTRIBUTORS, LLC.
5729 TERMINAL AVE., RIVERBANK, CA. 95367

CONSULTANT(s):

The Don DeGraff expressly reserves its common law copyright and others applicable property rights in these plans. These plans are not to be reproduced, changed, or copied in any form or manner whatsoever, nor are they to be assigned to a third party without first obtaining the written permission and consent of the Designer. In the event of unauthorized reuse of these plans by a third party, the third party shall hold the Designer harmless, and shall bear the cost of the Designer's legal fees, associated with defending and enforcing these rights.

PROJECT DEVELOPMENT

DATE	ISSUED FOR

REVISIONS

NO.	DATE	DESCRIPTION
1		

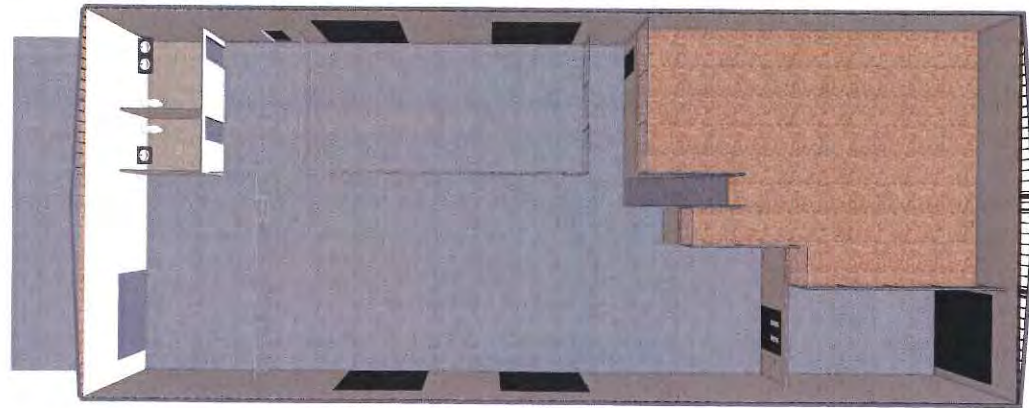
SHEET DESCRIPTION

Site Plan

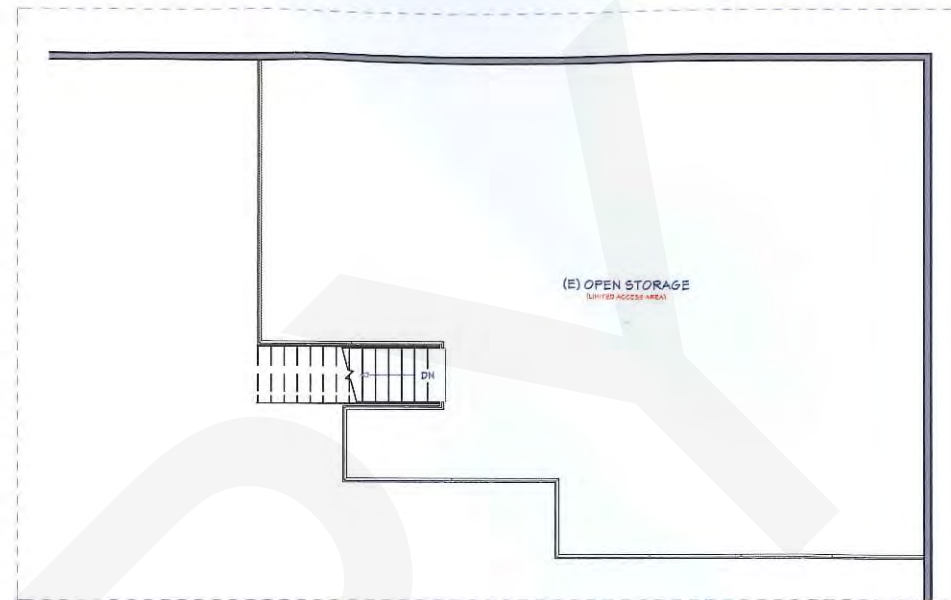
DESIGNER:
DON DEGRAFF
PROJECT NO:
PRINT DATE:
2/16/2019
SCALE:
SEE DRAWING

SHEET NO.

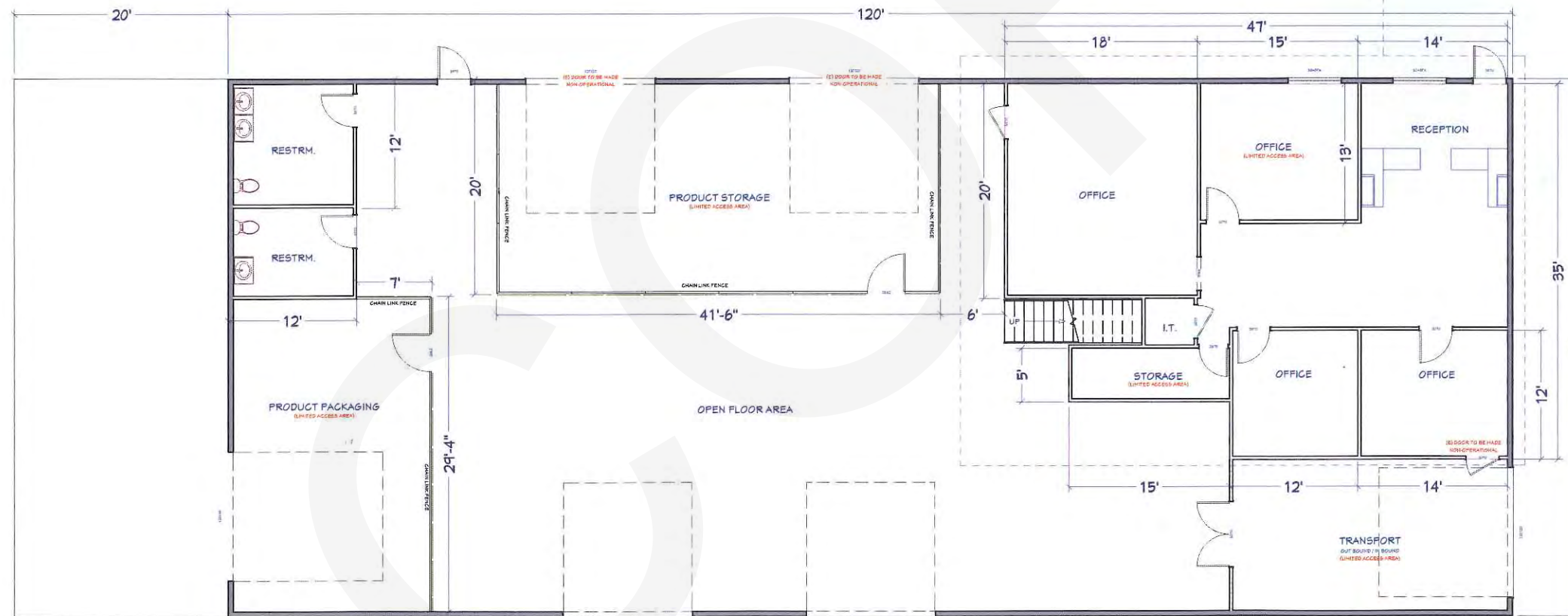
C-1



OVER VIEW



MEZZANINE LEVEL
1/8 in = 1 ft



FLOOR PLAN
1/8 in = 1 ft

BUILDING AREA
6000 SQ FT

PROJECT:

E&J DISTRIBUTORS, LLC.

5729 TERMINAL AVE., RIVERBANK, CA. 95367

CONSULTANT(S):

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PROJECT DEVELOPMENT

DATE	ISSUED FOR

REVISIONS

NO.	DATE	DESCRIPTION
1		

SHEET DESCRIPTION

Floor Plan

DESIGNER:
DON DEGRAFF
PROJECT NO:
PRINT DATE:
2/16/2019
SCALE:
SEE DRAWING

SHEET NO.

A-1

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	April 23, 2019
Subject:	Consideration of a Resolution Approving the Waiver of System Development Fees for the St. Francis of Rome Office Building Project Located At 2818 Topeka Street
From:	Sean Scully, City Manager
Submitted by:	Sean Scully, City Manager Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council listen to the presentation and consider the petition from St. Frances of Rome Church to waive payment of their System Development Fees which will be assessed on the construction of a single-story office building.

SUMMARY

St. Frances of Rome Church submitted a written request (Attachment 2) to waive payment of their System Development Fees, which will be assessed on the construction of a single-story 1,920 square foot office building when they are issued their building permit. Staff does not have the authority to waive these fees so the request has been brought forward to the City Council for consideration. After initial review of the request, and review of the municipal code section which sets forth the criteria by which these fees are assessed, staff requested that St. Frances provide additional justification and detail regarding their request. That information is attached for reference (Attachment 3).

BACKGROUND

The City currently collects System Development Fees at building permit issuance to defray the impact of new development as authorized by Government Code §66000-66025. The City's System Development Fee program is codified in §150.30 titled "System Development Fees" which establishes the authority for imposing and charging the fees.

System Development Fees are collected in order to:

- 1) To provide an adequate and constant method for the financing of the unfunded portion of need systems development costs throughout the city, reasonably related to projected community growth.
- 2) To promote the orderly and efficient expansion of public improvements to adequately meet the domestic and economic needs of the community and to minimize adverse fiscal and environmental impacts of new development.
- 3) To ensure the continuation of necessary services including, but not limited to, police and general administrative services.
- 4) To establish equitable methods for minimizing public facility and service costs to the city associated with new development.

As defined within Riverbank's municipal code, System Development Fees are ***charged to new construction, including the expansion of and/or the addition to an existing, nonresidential structure, to mitigate the unfunded portion of the determined impact of the development.***

On March 18, 2019, the City received a request from St. Frances of Rome Church to waive their System Development Fees for their office building project. This project will be assessed the following estimated System Development Fees for the project on their building permits:

System Development Fee Type	Amount
Streets/Public Works	\$10,925.76
Water	\$3,921.60
Waste Water	\$3,137.28
Storm Drain	\$7,970.88
Parks and Recreation	\$0
Police/General Government	\$693.12
5% Administrative Fee	\$1,402.56
Total System Development Fees	\$28,051.20
Plus Building Permit fees	Unknown at this time
Plus Stanislaus County Fees	Unknown at this time

This proposed waiver of system development fees, paid at building permit issuance, would include the Streets/Public Works fee, Water fee, Waste Water fee, Storm Drain fee, Police/General Government fee, and 5% Administrative Fee for a total of \$28,051.20. This waiver would apply only to Riverbank's System Development Fees and not any plan check fees, building permit fees, or inspection fees. It does not include any fees imposed by any other agency such as Stanislaus County, the fire district, or a school district. St. Frances of Rome Church has the ability to negotiate with these other agencies to waive or defer their fees.

St. Frances of Rome Church currently has two (2) Deferred Improvement Agreements with the City. These agreements will need to be satisfied when work begins on the proposed Caltrans/Riverbank project on Callander Avenue:

1. Topeka Street frontage improvements (curb, gutter, and sidewalk, from 2000).
2. Callander Avenue frontage improvements (curb, gutter, sidewalk, and storm water connection on Highway 108, from 2005).

ANALYSIS

ST. Frances Justification

St. Frances of Rome initially requested a fee waiver based on the following reasons:

- 1) The Church is a nonprofit. While they have collected enough to construct the building, they have not been able to raise the additional funding needed to cover system development fees, plan checking fees, building permit fees, and inspection fees. They are requesting a full waiver of their system development fees but a partial waiver would help them if they are denied the full waiver.
- 2) They serve anyone in need. During the last couple of years, many affluent parishioners have migrated to and are giving their tithes to other nearby churches. Fifty percent of the remaining parishioners are in poverty; many are struggling with English as a second language.

After review of the request, staff asked that St. Frances of Rome include additional information as it directly relates to the municipal code section that authorizes the assessment of these fees. St. Frances of Rome replied with some addition justification for consideration.

1. The Church indicates that while the new building will connect into City infrastructure they “do not anticipate any additional burdens on the general systems”. The email (attached) indicates that their staff includes two full time priests, two deacons, two full time office staff and three part time office staff. The in-office staff is currently housed in a small 250 square foot area. The new building will allow for individual offices for the priests as well as shared office space for the deacons. The correspondence indicates that the church has no plans for the increase in staff.
2. The Church further indicates that the impact to the core services (water, sewer, traffic, storm) would be minimal and nonexistent in some cases due to the fact that the building is being built to accommodate existing needs and not expanded use.

Staff Analysis of Justification

1. Code Basis: the Riverbank Municipal code states “System Development Fees are intended to represent new impacts on city facilities. The City Council has the ability to allow for fee credits of certain fee categories to match actual project related impacts on facilities. Reductions should always be supported by written evidence

which illustrates the project demands on City Infrastructure for a given project. This might include using actual vehicle trip data to suggest a lower transportation impact fee or actual flow data to lower water, sewer or storm drainage fees.” The code then states that staff will review for recommendation to City Council.

2. The applicant in this case did not provide any specific data relating specific impacts (or lack thereof) of each impact fee section (flow, vehicle trips etc). Rather, the church explained practically that the building is not being constructed for expansion of use but to facilitate uses that already exist in the current structures. While this may be true currently, an objective review would be concerned about whether this is going to remain the case far into the future. For water and wastewater the connections to services (and associated fees) serve as the initial entry point into the systems and thus have some impact depending on frequency of use.
3. The largest fees related to this new structure are the storm and traffic fees. There could be an argument that since this area has been paved parking surface for many years that there is no new impact to the storm system because the current runoff deposits into the City system already. However it is believe that storm runoff on this property was handled through a dry well and not through the City system so use of the City system would constitute a new impact. With regard to traffic, without knowing possible future uses of the building relating to any future growth of the congregation it is very difficult to pinpoint traffic impacts.

Ultimately, if Council chooses to waive fees, the Council will need to make the finding that it agrees with the justification provided by the Catholic Church. If an alternative to waiver is the desire of the Council, the Council could consider a deferral agreement which would allow for those costs to be paid at a later date with an associated reasonable rate of interest.

The applicant has also requested waiver of the actual application fees for building/planning permits. Staff would not recommend waiver of these fees as they are designed to directly offset the work that staff puts in to reviewing and processing the application.

FINANCIAL IMPACT

The System Development Fee program is designed as a mechanism to collect impact fees to build infrastructure necessary to support new growth City-wide. Careful evaluation of each proposed project is necessary to understand potential funding shortfalls which might be created as a result of granting waiver requests. In the case presented above, waiving all system development fees could result in a negative financial impact of \$28,051.20 to the City.

STRATEGIC PLAN

This item is indirectly related to the City’s Strategic Plan through fee program updates.

ATTACHMENT

Attachment 1 - Resolution No. 2019-XXX System Development Fees Waiver

Attachment 2 – St. Frances of Rome letter dated March 18, 2019.

Attachment 3 – Correspondence from St. Frances of Rome dated April 22, 2019.

CITY OF RIVERBANK

RESOLUTION 2019-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE WAIVER OF SYSTEM DEVELOPMENT FEES FOR
THE ST. FRANCIS OF ROME OFFICE BUILDING PROJECT LOCATED AT 2818
TOPEKA STREET**

WHEREAS, it is necessary as established in the Riverbank Municipal Code for the proper and effective operation of City Government to establish, amend, or authorize fees for services in order to provide for the financial support of City Government; and

WHEREAS, from time to time, the City Council reviews these fees to ensure that they are adequately supporting the operation of City Government; and

WHEREAS, on March 18, 2019, the City received a request from St. Francis of Rome Church to waive their System Development Fees for an office building project; and

WHEREAS, unless waived, St. Francis of Rome Church will be assessed the following estimated System Development Fees for the office building project at building permit issuance (non-residential projects do not pay a fee for parks and recreation):

System Development Fee Type	Amount
Streets/Public Works	\$10,925.76
Water	\$3,921.60
Waste Water	\$3,137.28
Storm Drain	\$7,970.88
Parks and Recreation	\$0
Police/General Government	\$693.12
5% Administrative Fee	\$1,402.56
Total System Development Fees	\$28,051.20
Plus Building Permit fees	Unknown at this time
Plus Stanislaus County Fees	Unknown at this time

WHEREAS, for this proposed project, the waiver at building permit issuance would include the Streets/Public Works fee, Water fee, Waste Water fee, Storm Drain fee, Police/General Government fee, and 5% Administrative fee; and

WHEREAS, this waiver would only apply to Riverbank's System Development Fees, and does not include any permit fees, plan check fees, inspection fees, or fees imposed by any other agency such as the Fire District, School District, or Stanislaus County; and

WHEREAS, St. Francis of Rome Church has requested the City Council review and waive the System Development Fees assessed on the construction of their office building project located at 2818 Topeka Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves a _____% waiver of the System Development Fees for the Project in the amount of \$_____.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 14TH day of May, 2019; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor



ST. FRANCES OF ROME CHURCH

*Our Mission: To Love, to Serve and Unite
through the Eucharist*

Fr. Misael Avila
Pastor

Fr. Delfin Tumaca
Associate Pastor

Rev. Mr. Richard Williamsen
Deacon

Rev. Mr. Librado Ulloa
Deacon

CITY OF RIVERBANK

MAR 18 2019
DEVELOPMENT SERVICES

11 March 2019

Donna Kenny, Planning Manager
City of Riverbank
6707 Third Street
Riverbank, CA 95367

Dear Ms. Kenny:

As you know St Frances of Rome has been pursuing the construction of a new building. I was speaking to Mayor Richard O'Brian and Sean Scully recently on behalf of Fr. Misael about fees associated with the building. The Mayor indicated that St Frances of Rome could apply for a waiver of fees related to the construction of this new building.

Therefore, St Frances of Rome Catholic Church is requesting a wavier of any and all possible fees related to the permitting and construction of the building.

Thank you for your assistance relating to this mater. If you have any questions, comments, or are in need of further information, please let us know.

Yours Truly,

Dcn Richard Williamsen

Sean Scully

Subject: FW: Fee Waiver Request

From: Dcn Richard Williamsen [mailto:dcn.williamsen@gmail.com]
Sent: Monday, April 22, 2019 4:11 PM
To: Sean Scully <sscully@riverbank.org>
Cc: misael avila <avimis2002@icloud.com>; Norma Manriquez <nmanriquez@riverbank.org>; Donna M. Kenney <dkenney@riverbank.org>; Annabelle Aguilar <aaguilar@riverbank.org>
Subject: Re: Fee Waiver Request

Sean: Hello. We hope you had a blessed Easter celebration.

04/22/2019

To: Sean Scully, Riverbank City Manager

My apology for the incomplete initial request for building fee waivers, we were unaware that the City would need such information. In response to your request for the justification of fees, we offer the following additional information.

Although we will be connecting to the City infrastructure we do not anticipate any additional burdens on the general systems. As you are aware we are one of four Catholic Churches in the area of Riverbank, Oakdale, Escalon, and North East Modesto. In Riverbank we serve the spiritual needs of a predominantly Spanish speaking community with limited means.

Our current staff includes two full time priests, two deacons, two full time office staff and three part time office staff all juggling within tight quarters. The two priests and deacons do not have space allocated to them, when they need to meet with families they use one of the classrooms. The staff stagger their office times because of the limited space we currently have for this purpose. Our current office space is approximately 250 square feet and it is used by all staff! The plan for the new office space is to facilitate a less chaotic work environment. We have no plans for increasing staff, frankly we could not afford them. In the new building we are allowing the priests to each have their own offices and the deacons will share an office. We are not planning on increasing work hours for the three part time staff. The existing office will be used by one of the full time staff members who oversees religious education for the children.

Therefore, the anticipated additional burden to the City infrastructure is zero or at the most very minimal. Though there might be some minor additional water needs for exterior landscaping that may be required by building code, we are planning on using drought resistant plants that have minimal needs. There should be no impact on the waste water system for two main reasons; we are building on an existing paved area, no new drains will be necessary other than as required by the building codes and again, we are not adding personnel. The fact that we are not adding personnel is the main justification for our request for fee waivers: more water will not be required and there should be no additional burden to the sewer system. We are not building to accommodate anticipated visits by the community for Church services, so there would be no additional impact from traffic on the streets. The building has no impact on Parks and Recreation.

Justification requested to waive each of the subsections of fees listed below.

System Development Fee Type	Amount
Streets/Public Works	\$10,925.76
Water	\$3,921.60
Waste Water	\$3,137.28
Storm Drain	\$7,970.88
Parks and Recreation	\$0
Police/General Government	\$693.12
5% Administrative Fee	\$1,402.56

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: May 14, 2019

Subject: **2018 General Plan and Housing Element Annual Progress Reports.** A **Resolution** Adopting the 2018 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 2018 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 2018 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.

In the 2018 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

Progress Towards RHNA Goals

The RHNA table for the current Housing Cycle has been updated to reflect progress made towards the City's RHNA goal, and is presented in the Attachment to this Staff Report. In Summary the City has completed:

- o Ten (10) percent of the Very Low Income goal;
- o Fourteen (14) percent of the Low Income goal;
- o Zero (0) percent of the Moderate Income goal; and
- o Twenty (20) percent of the Above Moderate Income goal

New Home Construction

The City of Riverbank issued building permits for forty (40) above moderate residential units in 2018, all of which were single-family residences. The majority of the building permits were issued in East Riverbank (Diamond Bar West and Elmwood Estates). No building permits were issued for very low-, low-, and/or moderate-income categories.

PLANNING COMMISSION

A presentation on the 2018 General Plan and Housing Element Annual Progress Reports was presented to the Planning Commission at their regular meeting of April 16, 2019.

ENVIRONMENTAL DETERMINATION

Not applicable.

FINANCIAL IMPACT

Staff and contract staff support with J.B. Anderson Land Use Planning prepared the 2018 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 2018 General Plan and Housing Element Annual Progress Reports is not part of these goals.

ATTACHMENTS

1. City Council Resolution No. 2019-XXX
2. City of Riverbank 2018 General Plan Annual Progress Report, dated March, 2019
Exhibit A - 2018 General Plan Annual Implementation Report
Exhibit B - 2018 Housing Element Annual Progress Report

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ADOPTING THE 2018 ANNUAL GENERAL PLAN PROGRESS
REPORT AS WELL AS THE 2018 ANNUAL PROGRESS REPORT OF THE
GENERAL PLAN HOUSING ELEMENT**

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 2018 Annual General Plan Progress Report and 2018 Housing Element Annual Progress Report and authorizes staff to submit said report 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 14th day of May, 2019; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Annual GP and HE Progress Reports



2018 General Plan Annual Progress Report

City of Riverbank

March 2019

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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 2018 organized by general plan element:

Land Use:

- *Permitting and New Development.* The following is a summary of the building permits issued for the year 2018:
 - *Diamond Bar West* – Approved in 2015, construction continues on this fifty-eight (58) single-family residential project, located in eastern Riverbank. Thirty (30) building permits were issued in 2018.
 - *In-Fill Lots* – Three (3) building permits were issued for single-family residential projects on in-fill lots within the City in 2018.
 - *Elmwood Estates* – Seven (7) Building Permits were issued in 2018 for the Elmwood Estates project, located in east Riverbank.

Circulation:

- *Amendments.* There were no amendments to the Circulation Element in 2018.

Community Character and Design:

- *Amendments.* There were no amendments to the Community Character and Design Element in 2018.

Economic Development:

- *Amendments.* There were no amendments to the Economic Development Element in 2018.

Conservation and Open Space:

- *Amendments.* There were no amendments to the Conservation and Open Space Element in 2018.

Safety:

- *Amendments.* There were no amendments to the Safety Element in 2018.

Noise:

- *Amendments.* There were no amendments to the Noise Element in 2018.

Public Services and Facilities:

- *Amendments.* There were no amendments to the Public Services and Facilities Element in 2018.

Air Quality:

- *Amendments.* There were no amendments to the Air Quality Element in 2018.

Housing

- *Amendments.* There were no amendments to the Housing Element in 2018.

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

There were no General Plan Amendments in the Calendar year of 2018.

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

No changes to goals, policies, objectives, standards, or other plan proposals were identified in 2018.

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 2018 Housing Element Annual Progress Report:

Housing Element Implementation Highlights

The following are highlights of the Calendar Year 2018 Housing Element Annual Progress Report:

- Five (5) 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 Fourteen (14) percent of the Low Income goal;
 - o Zero (0) percent of the Moderate Income goal; and
 - o Twenty (20) percent of the Above Moderate Income goal.
- *Building Permits Issued in 2018.* In 2018, 40 building permits were issued for single and multi-family development.

2018 General Plan Annual Progress Report

Exhibit A: General Plan Annual Implementation Report – 2018

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. No updates to the Land Use Element occurred in 2018.
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	The Community Development Department and City Council continue to maintain vacant and underutilized land for annexations and supply. As part of the Housing Element Update, a list was developed to determine the amount of Vacant and Underutilized Multi-family Residential (R-3) land within City limits. Further, the City currently maintains an underutilized site inventory on CalOpps.com to connect potential developers with vacant and underutilized sites in the City.
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,	The Community Development Department, Finance Department and the Public Works Department continue to pursue funding for road and public infrastructure improvements. No action for Redevelopment Agency due to the demise of Redevelopment.

Agency Codes**City of Riverbank & Local**

CC City Council
 CM City Manager
 PC Planning Commission
 CDD Community Development Department
 ENG Engineering Department
 LRA Local Redevelopment Agency

PW Public Works Dept
 F Finance Department
 EDH Economic Development and Housing
 P&R Parks and Recreation
 EDD Economic Development Department

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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. In 2018, Staff met with multiple developers who were interested in developing land within the City of Riverbank in infill development areas. Staff expressed support for new development in infill areas.
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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 2018, the City updated residential sections of the Zoning Code to ensure consistency with the General Plan.
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	The City of Riverbank continues to be involved in the North County Corridor planning process and is among the members of the Joint Powers Authority, securing a voice for Riverbank as the project moves forward and routes are being finalized.
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 2018.

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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 2018.
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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	The Community Development Department currently utilizes StanCOG’s Non-Motorized Transportation Master Plan to determine the best areas for bicycle infrastructure and improvements. The City’s own Bicycle Master Plan has been and continues to be a priority as funds become available.
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	The Community Development Department has been in discussion with BNSF and Sierra Northern Railway to utilize some Right-of-Way for off-street pedestrian and bicycle pathways along Patterson Road. Through these discussions, the City is working on developing a safe, efficient multi-modal system for Patterson Road. The City is currently collecting funds to complete a Non-Motorized Master Plan, and plans to complete the non-motorized plan by the end of 2019.

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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 2018.
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 2016. No Action in 2018. The City continues to enforce their street standards adopted in 2016.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
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	Funding continues to be pursued for the development of bicycle and pedestrian amenities. In 2018, the City continued to collect funds to complete their Non-Motorized Master Plan.
CIRC – 7	Develop and implement a Parking Master Plan to coordinate and manage parking in the City.	X		CDD, PW	In 2018, the Planning Department conducted a count of downtown parking spaces towards an analysis/plan. Parking in the Downtown Area has not been a problem.

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CIRC – 8	Work with surrounding jurisdictions, the County, and StanCOG to develop regional solutions to regional vehicular transportation issues.	X		CDD, PW, ENG	City Council, Planning Commission and Community Development Department will continue to work with the County and StanCOG to develop regional solutions to regional vehicular transportation.
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. In 2018, the city continued to collect funding for their Non-Motorized Master Plan. Additionally the City is in the design phases of a Complete Street located at the intersection of Callander Avenue and Santa Fe Street. Last, the City completed a sidewalk project along the southern edge of Patterson Road between First Street and Terminal Avenue.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
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	The City developed standard street widths to include landscaped medians and landscaped strips between roadways for minor and major collectors and minor arterials in 2016. No Action in 2018. The City continues to enforce the standards adopted in 2016.

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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. No Action in 2018.
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 2018. The City continues Implementation Actions to enforce the Downtown Specific Plan.
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. Further in 2018, the City commenced the design of a Complete Street at the intersection of Callander Avenue and Santa Fe Street.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		

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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	The City continues to minimize environmental impacts of development through the implementation and oversight of the California Environmental Quality Act (CEQA) where mitigation is assessed on projects that may have a significant impact on the environment. Further, the City has a relationship with the appropriate State and Federal environmental agencies allowing them to comment and assess appropriate mitigation on development projects. The City also works with developers to ensure that mitigation is practical and feasible for their development plans.
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. In 2018, the City Manager developed a program with Riverbank High School to paint utility boxes with murals for a stipend.
Economic Development Element					

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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. In November of 2018, the City began a “Where’s Snoopy?” selfie/social media program to bring people downtown.
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Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
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.

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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 2018 City staff met with Stanislaus Alliance Worknet, renamed Opportunity Stanislaus, to identify existing businesses that could use their help in applying for programs.
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 Community Development Department will explore options for job training in Riverbank as opportunities arise when new expansion or development occurs.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		
ED – 6	Implement a business outreach program that identified home-based businesses operating in Riverbank	X		EDD	No action in 2018.
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 2018.
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 2018.

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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. In 2018, the City continued to update the Oppsites page.
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 2018.
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	The Community Development Department utilizes the County's Geographical Information Systems (GIS) to track available land (vacant land).

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 2018.

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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 2018.
ED – 14	Implement a residential survey that includes information on where Riverbank residents work and their occupations	X		EDD	No Action in 2018. The City continues to participate in the Federal Census which supplies information regarding population, where residents work and their occupations.
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 2018 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 2018.
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.
Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		

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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	No Action in 2018 on a feasibility study but city staff contacted known hotel developers and provided them with information on building in Riverbank
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. In 2018, the City Council began a deferring system development fees from building permit issuance to building permit final.
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	The Riverbank Industrial Complex Specific Plan (Former Army Ammunitions Plant) was adopted by City Council in March of 2013. The Plan identified options in regards to the rail spurs in and out of the Riverbank RAAP.
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 2018.
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 2018.
	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
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Regional, State, Federal and Private

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Action Number		On-going	0 – 5 years	Agency	
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 2018, the City continues to implement the Downtown Specific Plan adopted in 2015.
ED – 24	Continue to facilitate special events in downtown Riverbank.	X		P&R, F, EDD	During 2018, the Parks and Recreation Department held many successful events, which engages the community and encourages them to get involved, and will continue to do so in 2019. The largest event was the Riverbank Cheese and Wine Festival, where over 100 vendors were present and thousands of people attended. The City also conducts an annual Christmas Parade on Thanksgiving weekend.
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 2018.
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	In 2018, the City continued to work towards the completion of the Crossroads West Specific Plan, an area adjacent to City Limits. The Crossroads West Specific Plan features a mixed-use type development with many types of land uses include commercial, residential, and parkland. The City plans to annex the Plan Area by Summer of 2019.
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, including the Hispanic Chamber of Commerce.
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 2018. 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 2018.

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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 2018.
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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. In 2018, Land transfers between the Department of the Army to the City of Riverbank continue and the City continues to negotiate a contract with a Master Developer to develop the existing and remaining parcels of 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 2018.

Agency Codes

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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 2018.
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 2018.

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.

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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.
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	The City continues to participate in the Storm Drainage partnership with multiple local agencies to address state requirements for storm water.
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 2018 the Parks and Recreation Director updated the exhibits to draft a parks master plan when funding becomes available. The Parks and Recreation Director expects to complete the Parks Master Plan by the end of 2019.

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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.
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 2018.
Air Quality Element					
AIR – 1	Develop a program to reduce daily emissions of nitrogen oxides	X		CDD	No Action in 2018. The City continues to consult with the San Joaquin Valley Air Pollution Control District (SJVAPCD) whom enforces federal air quality standards.
AIR – 2	Develop a local greenhouse gas reduction program	X		CDD	No Action in 2018. The City continues to consult with the SJVAPCD whom enforces federal greenhouse gas reduction programs.

Action Number	Implementation Action	Timeframe		Dept/ Agency	Status of Implementation
		On-going	0 – 5 years		

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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	The City continues to pursue and use State and Federal funds earmarked for the programs listed in AIR-3.
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. Further in 2018 Staff continued to work towards the completion of the Crossroads West Specific Plan which included working with multiple local agencies to allow for bikeways and pedestrian paths along canals, abandoned railroad lines, and other easement/right-of-ways.
AIR – 5	Develop planning strategies and supportive ordinances addressing Downtown Riverbank and West Riverbank	X		CDD	In 2018, the City continued to work on the Crossroads West Specific Plan, which would annex the land directly west of Oakdale Road southerly of the Modesto Irrigation District Main Canal. The City plans to adopt and annex the Plan Area by the summer of 2019.
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		

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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.
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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2018 General Plan Annual Progress Report
Exhibit B: Housing Element Annual Progress Report – 2018
Reported Data – January 1, 2018 – December 31, 2018

Please Start Here

General Information	
Jurisdiction Name	Riverbank
Reporting Calendar Year	2018
Contact Information	
First Name	Roman
Last Name	Acosta
Title	Contract Planner
Email	Roman@jbandersonplanning.com
Phone	(209) 599-8377
Mailing Address	
Street Address	<u>6707 Third Street</u>
City	Riverbank
Zipcode	95367

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System (Preferred)** - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

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Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	321		33								33	288
	Non-Deed Restricted												
Low	Deed Restricted	206		38								38	168
	Non-Deed Restricted												
Moderate	Deed Restricted	217											217
	Non-Deed Restricted												
Above Moderate		536	52		13	40						105	431
Total RHNA		1280											
Total Units			52	71	13	40						176	1104

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

Cells in grey contain auto-calculation formulas

Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
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.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1.1a	The City shall revise, as needed, the amount of land designated for various residential uses in conjunction with the amount of and types of housing produced in the previous year to determine if any changes in the General Plan and Zoning Ordinance may be needed to meet the City's Housing Needs.	2014-2023	The City has sufficient land within their Sphere of Influence to accommodate the City's Housing needs. No action in 2018.
Program 1.1b	Annexation and Prezone of the Crossroads West Specific Plan Area.	By End of Year 2017.	In 2018, the City worked with the Crossroads Specific Plan Developers to move the Crossroads West Specific Plan Area Annexation forward. The City anticipates the Crossroads West Specific Plan Area to be annexed into the City by the Summer of 2019.
Program 1.2a; Program 1.2b	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.	On-Going	In 2018, the City continues to participate in 'Oppsites', which showcases vacant and/or underutilized sites within the City. The City has been responsive to inquiries regarding these sites, and will continue to participate throughout the cycle. Further, there were no Rezones or General Plan Amendment in 2018; therefore, the City does not need to rezone to facilitate high-density developments.
Program 2.1a	Seek assistance from non-profit developers to develop homes for lower-income families.	On-Going	The City continually is responsive to inquiries regarding affordable housing projects. Additionally, the City is proactive in work with affordable housing developers in assessing suitable sites for affordable housing development.
Program 2.1b	Continue to assist developers in the development of extremely low, very low, and low income housing in the grant preparation process to help fund their developments.	On-Going	The City did not receive any Application for affordable housing in 2018. Further, the City did not receive any grants for affordable housing in 2018.
Program 2.1c; Program 2.1d	Encourage developers to include second dwelling units in new subdivisions.	On-Going	All Applicants of new development applications receive a copy of the City's Accessory Dwelling Unit regulations. Further, the Planning and Building Manager mentions the regulations at meetings held early in the design process with said developers.
Program 2.1e; Program 2.1f	Housing for Farmworkers	On-Going	The City continues to update their exhibit of areas available for farmworker housing. Further, the City continues to be responsive to all inquiries regarding farmworker housing.
Program 2.1g; Program 2.1h	2.1g: Updates to the R-1 and R-2 Zoning Districts to include Transitional and Supportive Housing; 2.1h: Amend Zoning Ordinance to comply with Health and Safety Code 17021.5 and 17021.6 and allow farmworker housing in the R-1 Zoning District.	12/31/2017	These items were completed in 2017.
Program 2.1i	The City shall refer residents to the Valley Mountain Regional Center for housing and services available to persons with developmental disabilities	On-Going	As needed, the City will refer residents to the Valley Mountain Regional Center. The City has not yet pursued Stated 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.	On-Going	As development applications are received, the City will encourage and provide opportunities for development within the Infill Area of Opportunity Area. Further, in 2018, the City continued to update their profile on Oppsites.com, which features areas of the City that are undeveloped or underutilized. Many of the sites listed are infill areas of opportunity.
Program 2.1k	Participation in the Stanislaus County and Support Service Collaborative and the Continuum of Care to help address homeless needs in Riverbank and Stanislaus County.	On-Going	The City of Riverbank continues to participate in the Stanislaus County Housing and Support Collaboration and the Continuum of Care to help address homeless needs in Riverbank and Stanislaus County.
Program 2.2a; Program 2.2b	No net loss of Housing Units within the Downtown Specific Plan Area. Work with developers and Non-Profit Providers on the implementation of Downtown Specific Plan.	On-Going	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 Downtown Area. In 2018, there were no projects within the Downtown Specific Plan Area that displaced any housing units.

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Jurisdiction	Riverbank	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

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

Submitted Applications Summary	
Total Housing Applications Submitted:	2
Number of Proposed Units in All Applications Received:	345
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas